

## CONTROLLER-TO-CONTROLLER AGREEMENT

### Between:

XXIMO UK Limited, a company incorporated under the law of England and Wales (registered number: 14337774) whose registered office is at C/O Tmf Group 13th Floor, One Angel Court, London, United Kingdom, EC2R 7HJ2 Blagrove Street, Reading, RG1 1AZ (“XUKL”)

and

[insert legal name] a company incorporated under the laws of the [insert country of incorporation] (registered number: [insert registered company number]) whose registered office is at [insert registered address] (“Customer”)

XUKL and Customer are collectively referred to as the “Parties”, or individually as a “Party”.

### WHEREAS:

- A. The Parties entered into an agreement on [insert date] under which the Parties shall share Personal Data with each other (the “Agreement”).
- B. The Parties wish to lay down their mutual rights and obligations in this controller-to-controller agreement with regard to the processing of Personal Data by the Parties.

### AGREE AS FOLLOWS:

#### 1. Definitions

In this controller-to-controller agreement the following terms will have the meanings set out below:

“Agreement”	has the meaning given to it above.
“Data Protection Laws”	means all applicable data protection laws, including the GDPR.
“GDPR”	as applicable, (i) Regulation (EU) 2016/679 (the “EU GDPR”); and/or (ii) the “UK GDPR” as defined by section 3(10) of the Data Protection Act 2018.
“Personal Data”	means any personal data processed by a Party pursuant to this Agreement, and as more particularly set out in this controller-to-controller agreement.
“Purposes”	has the meaning given to it in clause 2.4 below.

The terms “controller”, “data subject”, “personal data”, “process” (and its cognate terms), “personal data breach” and “supervisory authority” shall have the meaning given to them in the GDPR.

#### 2. General

- 2.1 When processing Personal Data, each Party shall be solely responsible for compliance with applicable laws and regulations, including Data Protection Laws.
- 2.2 The Parties are considered separate controllers with each Party being able to determine the purpose and means of processing the Personal Data held under its control in accordance with its privacy statement.
- 2.3 With respect to the separate controllership of the Parties and without the intention of entering into a joint-controller relationship (as defined in Article 26 of the UK GDPR), this controller-to-controller agreement sets out the framework for the sharing of Personal Data between the Parties necessary for the execution of the Agreement and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 2.4 The Parties agree that the shared Personal Data will only be processed as far as is necessary to comply with and fulfil their respective obligations under the Agreement, this controller-to-controller agreement, and any legal obligations (the “Purposes”).

- 2.5 Each Party agrees only to process the other Party's Personal Data on the basis of one of the legal grounds expressed in Article 6 of the GDPR.
- 2.6 If Customer or a customer of Customer directly collects Personal Data from a data subject, resulting in the data subject not being aware of the privacy statement of XUKL, or if the data subject is not made aware of the privacy statement of XUKL due to any action of Customer (or the Customer's customer), Customer will inform the data subject of the privacy statement of XUKL.

### **3. Shared Personal Data**

- 3.1 For the duration of the Agreement and for the Purposes, the Parties may share the following (types of) Personal Data with each other:

Customer provides the following Personal Data to XUKL to allow XXImo to provide its services and for the purposes of sanction screening and KYC (which are legal obligations of XXImo as electronic money institution):

- customer name;
- customer address;
- name of person authorized to sign;
- cardholder name;
- cardholder address;
- date of birth card holder
- place of birth card holder
- gender of card holder
- cardholder nationality
- cardholder telephone number
- cardholder email address
- card holder employer
- card holder employee number
- card holder position and department
- language of the cardholder
- services taken by cardholder;
- budget of cardholder; and
- any other Personal Data that the Parties agree to share in writing.

XUKL provides the following Personal Data to Customer:

- customer names;
- XUKL customer number;
- cardholder name;
- personnel number;
- license plate and mileage of the vehicle;
- transaction data, including but not limited to:
  - composition of the transaction;
  - transaction price;
  - details of the transaction, including but not limited to the transaction type and the date and place of the transaction; and
- any other Personal Data that the Parties agree to share in writing.

- 3.2 The Data Subjects of the Personal Data shared between the Parties are:
- the employees of Customer and / or employees of customers of Customer.
- 3.3 The Parties ensure that their privacy statements are in accordance with the GDPR and that data subjects are properly informed of the privacy statement of each Party.

### **4 Data Quality**

- 4.1 Each Party ensures that the shared Personal Data is accurate.
- 4.2 Each Party will notify the other Party without undue delay if it becomes aware of inaccuracies in shared Personal Data.

## **5 Security**

- 5.1 Each Party shall implement appropriate technical and organisational measures, including a written information security program that complies with applicable laws and regulations, including Data Protection Laws, designed to:
- ensure and protect the security, integrity and confidentiality of the shared Personal Data; and
  - protect against any unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data.

## **6 Data retention**

- 6.1 The Parties shall not retain or process shared Personal Data longer than is necessary to carry out the Purposes.
- 6.2 Notwithstanding clause 6.1, the Parties shall retain shared Personal Data in accordance with any statutory or professional retention period applicable in their respective countries and/or industry.

## **7 Data Transfers**

- 7.1 The Parties will not process shared Personal Data outside of the European Economic Area or UK, unless such transfer is permitted under Data Protection Laws.
- 7.2 If the Customer is located outside of the European Economic Area or UK in a country that ensures an adequate level of protection pursuant to Article 45(1) of the GDPR, both Parties are obliged to actively monitor the status of the adequacy and if that adequate level of protection is no longer ensured pursuant to Article 45(8) of the GDPR, the Parties shall take immediate steps to adopt appropriate safeguards for ensuring protection of Personal Data outside of the European Economic Area or UK in accordance with Article 46 of the GDPR, especially as described in clause 7.3 below.
- 7.3 If the Customer is located outside of the European Economic Area or UK in a country that does not ensure an adequate level of protection pursuant to Article 45 of the GDPR, the Parties shall, if the EU GDPR applies to the relevant transfer, comply with Schedule 1 (EEA International Transfers) and, if the UK GDPR applies, comply with Schedule 2 (UK International Transfers).

## **8 Data breaches**

- 8.1 The Parties will notify each other as soon as possible (and in any event within 72 hours) of any potential or actual loss of shared Personal Data and/or any breach of the technical and/or organizational measures taken and/or of any personal data breach affecting the Personal Data.
- 8.2 The Parties will provide each other with reasonable assistance as required to facilitate the handling of any Data Breach.

## **9 Resolutions of disputes and claims related to Personal Data**

- 9.1 If a data subject or a supervisory authority bring a request, dispute or claim concerning the processing of shared Personal Data against a Party or both Parties, the Parties will inform each other about such requests, disputes or claims and will cooperate with each other insofar necessary to timely comply or deal with the request, dispute or claim and insofar permitted by the applicable laws and regulations.

## **10 Commencement, duration and survival**

- 10.1 This controller-to-controller agreement shall commence on the same date the Agreement commences and shall last until the Agreement ends or for as long as one of the Parties processes Personal Data of the other party.
- 10.2 The obligations set forth in this controller-to-controller agreement shall survive the expiration or termination (for whatever reason) of the Agreement for as long as one of the Parties processes Personal Data of the other party.

## **11 Nullity and Interpretation**

- 11.1 If any provision of this controller-to-controller agreement is null and void or cannot be otherwise enforced, the remaining provisions will remain in full force. Parties will then agree on a provision that approximates the scope of the void or unenforceable provision as much as possible.
- 11.2 Unless stated otherwise, references to: (i) “controller-to-controller agreement” mean this controller-to-controller agreement; (ii) “Schedules” are references to the schedules of this controller-to-controller agreement; (iii) “clauses” means the clauses in this controller-to-controller agreement; and (iv) the words “include” or “including” are to be construed without limitation to the generality of the preceding words.

**12 Governing law**

- 12.1 All disputes relating to this controller-to-controller agreement or its execution or any Personal Data shared between Parties, will be governed by English law.
- 12.2 All disputes relating to this controller-to-controller agreement or its execution or any Personal Data shared between the Parties, will be submitted to the competent courts of England and Wales.

Signed by

Signed by

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for and on behalf of

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for and on behalf of

XXImo UK Limited

[Insert Customer entity]

Date of signature: \_\_\_\_\_

### Schedule 1 (EEA International Transfers)

The Parties agree that, where Customer is located outside the EEA and the EU GDPR applies, any transfer of data between the Parties will be in accordance with the standard contractual clauses for international transfers from the European Economic Area to third countries, Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (“**EU SCCs**”), specifically Module 1 (controller-controller).

The following sets out the information required for Module 1 of the EU SCCs).

1. Clause 7: The parties choose the optional Clause 7.
2. Clause 11(a): The parties do not select the independent dispute resolution option.
3. Clause 17: The parties select option 1. The Parties agree that the governing law will be Dutch law.
4. Clause 18(b): The parties agree that those shall be the courts of Utrecht.
5. Annex I(A): The data exporter is the party disclosing the Personal Data. The data importer is the party receiving the Personal Data. For contact details, please see the Agreement.
6. Annex I(B): The parties agree that the controller-to-controller agreement describes the transfer.
7. Annex I(C): The competent supervisory authority is the supervisory authority of the Netherlands.
8. Annex II: The parties agree that the controller-to-controller agreement describes the technical and organisational measures applicable to the transfer.

## Schedule 2 (UK International Transfers)

The Parties agree that, where Customer is located outside the UK, and the UK GDPR applies, any transfer of Personal Data between the Parties will be in accordance with the UK Information Commission's Data Transfer Addendum to the EU SCCs (the "UK Addendum").

The following sets out the information required for the UK Addendum tables:

### Table 1: Parties

- Start date: date of this controller-to-controller agreement
- The Parties: The Parties to this controller-to-controller agreement. Please note that each Party may be an Exporter or Importer in accordance with this controller-to-controller agreement.
- Key Contact: Please see the Agreement.

### Table 2: Selected SCCs, Modules and Selected Clauses

The version of the EU SCCs which this UK Addendum is appended to, detailed below, including the Appendix Information:

- Date: date of this controller-to-controller agreement
- Reference (if any): Model Clauses (module 1)
- Other identifier (if any): N/A

### Table 3: Appendix Information

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the EU SCCs (other than the Parties), and which for this Addendum is set out in Schedule 1 (EEA International Transfers).

### Table 4: Ending this Addendum when the Approved Addendum Changes

Without prejudice to the rights of the Parties under the controller-to-controller agreement to modify or terminate it, no party may end this UK Addendum unilaterally as set out in Section 19 of the UK Addendum.