



PRETA S.A.S. WITH SHARE CAPITAL OF € 1,600,000.00

AND

**CONFIDENTIALITY, NON-DISCLOSURE AND LICENSE AGREEMENT
IN RELATION TO THE "MYBANK" DOCUMENTATION AND SPECIFICATIONS**

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IN RELATION TO THE “MYBANK” DOCUMENTATION AND SPECIFICATIONS**

This confidentiality, non-disclosure and license agreement (the “**Agreement**”) is made and entered into by and between:

PRETA, *société par actions simplifiée*, with a share capital of € 1,600,000.00 registered under RCS Paris B 798 483 053, VAT number FR 27 798 483 053, having its registered office at 40 rue de Courcelles, F-75008 Paris

(hereinafter referred to as the “**Disclosing Party**” or “**PRETA**”)

AND

(*Full name*), (*legal form [type of company e.g.]*), (*registration details [n°, name of Register, ...]*)
having its registered address at (*address of registered office*),

(hereinafter referred to as the “**Receiving Party**” or the “**Service Provider**”)

(each hereinafter referred to as a “**Party**” and collectively as the “**Parties**”)

Whereas PRETA has launched the MyBank Solution, an Internet based, pan-European real time decentralized service infrastructure enabling end users (consumers, business and public administration) through their respective payment services providers to issue and receive via online banking systems, the MyBank E-authorization for the purposes allowed under the MyBank Solution rules (hereinafter referred to as “**MyBank**” or the “**MyBank Solution**”);

Whereas PRETA intends to enter into agreements with authorised payment services providers entitling them to participate in the MyBank Solution, to offer the MyBank Solution to their customers and to implement the MyBank Solution into their secure online banking environment (payment services providers which have entered into such an agreement with PRETA hereinafter referred to as the “**MyBank Participants**”);

Whereas the Service Provider is a provider of information and communication technology services or consulting services to the banking industry or to the Merchants;

Whereas PRETA has developed a program dedicated to Service Providers for the latter to become part of the MyBank ecosystem (“**MyBank Service Providers Program**”);

Whereas, subject to the terms and conditions of this Agreement and of the MyBank Service Providers Program, the Service Provider will be granted access to the MyBank Specifications as

well as other Proprietary Materials and Confidential Information (all as defined in Article 1 below) of PRETA;

Whereas PRETA is willing to grant the Service Provider such access to the MyBank Specifications, other Proprietary Materials and Confidential Information solely for the purpose of, as relevant depending on its registration status in the MyBank Service Providers Program, (1) understanding the standards and principles on which the MyBank Solution is based, (2) developing services for the validation and routing of payment messages created in connection with the MyBank Solution ("**Validation and Routing Services**") and other solutions to be used by MyBank Participants and Merchants in connection with the MyBank Solution (together the "**MyBank Services**"), (3) demonstrating the MyBank Solution and promoting MyBank Services to payment services providers and Merchants, (4) implementing the MyBank Solution and MyBank Services into the secure online banking environment of MyBank Participants and into Merchant Infrastructures, (5) providing consulting services to payment services providers or Merchants with respect to (2) and (4) above (the "**Consulting Services**"), and (6) providing support and maintenance services to MyBank Participants and Merchants with respect to the MyBank Solution and MyBank Services (the activities described in (1) through (6) referred to as the "**Agreed Purpose**");

Whereas, subject to the terms and conditions of the MyBank Service Providers Program, PRETA is willing to grant the Service Provider a license and right to use the MyBank Specifications and other Proprietary Materials for the Agreed Purpose;

Whereas PRETA wishes to protect its confidential and proprietary information, including, without limitation, the MyBank Specifications, which will come to the Service Provider's knowledge, as well as any related intellectual property rights;

Whereas in this context and prior to actual disclosure or delivery of the MyBank Specifications, any other Proprietary Materials and any other Confidential Information by PRETA to the Service Provider, the Parties wish to set out the terms and conditions pertaining to the confidentiality and use of PRETA's confidential and proprietary information, including, without limitation the MyBank Specifications;

In consideration of PRETA agreeing that the Service Provider shall receive access to the MyBank Specifications, other Proprietary Materials and other Confidential Information, the Service Provider agrees that its access to and right to use the MyBank Specifications, other Proprietary Materials and other Confidential Information shall be governed by the terms and conditions of this Agreement and of the MyBank Service Providers Program as relevant, and shall in any event be limited to the extent necessary for the Agreed Purpose.

NOW, THEREFORE, THE PARTIES HERETO AGREE ON THE FOLLOWING:

Article 1 *Confidential Information*

(1) Subject to the terms and conditions of this Agreement, the Receiving Party hereby undertakes to treat as confidential and proprietary to the Disclosing Party and not to disclose to any third party, in whole or in part

a) the information contained in the documents set out in Annex 1 to this Agreement and in any subsequent versions or releases thereof (the "**MyBank Specifications**"),

b) any other information relating to the MyBank Solution, including, without limitation, the object code and source code of any and all computer programs and other software applications developed by or on behalf of PRETA and underlying or otherwise related to the MyBank Solution, any and all message formats, data elements, functional details, interface descriptions, internet standards, encryption mechanisms, security protocols, signing procedures, used in connection with or related to the MyBank Solution (the information described in b) together with the MyBank Specifications, hereinafter the "**Proprietary Materials**"), and

c) any other information or data of whatever kind or nature relating to the Disclosing Party or the MyBank Solution, including, without limitation, information or data relating to the Disclosing Party's (i) business operations, including (but not limited to) inventions, products, services, personnel, methods of doing business, research and development activities, know-how, customers, trade and commercial secrets, suppliers and service providers or (ii) computer programs, computer codes, scripts, algorithms, features and mode of operation, testing procedures, software design and architecture, design and function specifications, user documentation or (iii) the terms and conditions of any agreement between PRETA and the MyBank Participants (the information described in a) through c) above, hereinafter referred to as the "**Confidential Information**"),

in each case that Confidential Information may be provided, disclosed or become known to the Receiving Party or, as applicable, to any of the Receiving Party's Permitted Recipients (as defined in Article 4 para. (4) below) and irrespective of (i) whether the Confidential Information is incorporated in a physical medium or not, (ii) whether the Confidential Information is provided or disclosed directly or indirectly, (iii) whether the Confidential Information is provided

before or after the effective date of this Agreement, and (iv) by which means and in which form the Confidential Information is provided or disclosed.

each case through no breach of this Agreement or any other agreement; or

(2) For purposes of this Agreement, the MyBank Specifications, Proprietary Materials and Confidential Information shall include any documentation, material and media embodying, containing or otherwise related to the MyBank Specifications, Proprietary Materials and Confidential Information. For purposes of this Agreement, the Confidential Information shall include Confidential Information which is provided or disclosed to the Receiving Party by third parties at the request of the Disclosing Party or otherwise. Each Party agrees that this Agreement shall also accrue to the benefit of each such third party and shall be fully binding upon the Receiving Party with respect to Confidential Information provided or disclosed to the Receiving Party by such third parties.

c) it was already known to the Receiving Party before it was provided or disclosed to the Receiving Party, and is not subject to any obligation of confidentiality; or

d) it was lawfully made available to the Receiving Party by a third party other than at the request of or with the permission or agreement of the Disclosing Party, and such third party was not under an obligation of confidentiality with respect thereto; or

(3) Notwithstanding the foregoing, the Disclosing Party agrees that the confidentiality undertakings and obligations set forth herein shall not apply to any Confidential Information with respect to which the Receiving Party can demonstrate that:

e) it was independently developed by the Receiving Party other than in connection with or in relation to the MyBank Solution.

a) it was in the public domain at the time it was provided or disclosed by the Disclosing Party or at the time it came to the Receiving Party's knowledge; or

b) it has entered the public domain after the time it was provided or disclosed by the Disclosing Party or after the time it came to the Receiving Party's knowledge, in

Article 2 *Ownership of Confidential Information*

(1) All Confidential Information shall remain the Disclosing Party's exclusive property, even if included in documents or other materials prepared by the Receiving Party, and, except as explicitly set forth in Article 6 below, the Receiving Party shall not obtain by virtue of this Agreement any rights in such Confidential Information.

- (2) The Receiving Party acknowledges that any and all intellectual property and related rights, including any patents, utility models, industrial designs, copyrights, trademarks and similar intellectual property rights, and any and all trade and business secrets and know-how (the "**Intellectual Property Rights**") relating to or embodied in the Confidential Information shall be vested in, and owned by, the Disclosing Party as from the time at which the respective Intellectual Property Rights arise.
- b) use, including for its own or any third party's benefits, any Confidential Information.
- (3) The Receiving Party shall respect and comply with, and shall ensure that its Permitted Recipients (as defined in Article 4 para. (4) below), respect and comply with the relevant access and security requirements and the directions of the authorised personnel whilst accessing the Confidential Information or the Disclosing Party's premises or IT systems or the premises or IT systems of any third party providing IT solutions or services to the Disclosing Party.

Article 3 Confidentiality and Non-Disclosure of Confidential Information

- (1) The Receiving Party shall ensure the confidentiality and security of the Confidential Information and shall protect such Confidential Information from unauthorised access and disclosure to others, using state of the art technical and organisational measures and the same degree of care used to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care.

- (2) Except as provided in Articles 4 and 6 below, the Receiving Party shall not, without prior written consent of the Disclosing Party, at any time

- a) directly nor indirectly disclose or disseminate to any third party any Confidential Information provided, disclosed or becoming known to it, or

Article 4 Use of and Access to Confidential Information by the Service Provider

- (1) Except to the extent explicitly permitted by this Article 4 or by Article 6 below, the Receiving Party shall use the Confidential Information exclusively for the use by it or its Permitted Recipients to the extent required for the Agreed Purpose and shall not use the Confidential Information for any other purpose.

- (2) Without limiting the generality of the foregoing, the Receiving Party shall, in particular, only be entitled to use the MyBank Specifications and the other Proprietary Materials for the Agreed Purpose, and shall not use the MyBank Specifications and the other Proprietary Materials for any other purpose. Except to the extent explicitly permitted by this Article 4 or by Article 6 below, the Receiving Party shall, in particular, not be entitled to

- a) make copies, whether permanent or transient, of the MyBank Specifications or any

- other Proprietary Materials, except that the Receiving Party shall be entitled to make copies of the MyBank Specifications and any other Proprietary Materials for the use by it or its Permitted Recipients to the extent required for the Agreed Purpose. In no event shall the Receiving Party be entitled to make more permanent copies of the Proprietary Materials and the MyBank Specifications than are reasonably required for the Agreed Purpose;
- b) load, display, run, transmit or store the MyBank Specifications or any other Proprietary Materials except for loading, displaying, running, transmitting or storing the MyBank Specifications or the Proprietary Materials on hardware which is exclusively used by one or more Permitted Recipients and is in the possession of the Receiving Party or a Permitted Recipient, in each case to the extent required for the Agreed Purpose;
- c) have a third party other than a Permitted Recipient load, display, run, transmit, store or otherwise use the MyBank Specifications or other Proprietary Materials;
- d) modify, enhance, otherwise change, or prepare derivative works based upon the MyBank Specifications or the other Proprietary Materials;
- e) have a third party modify, enhance, otherwise change or prepare derivative works based upon the MyBank Specifications
- or the other Proprietary Materials;
- f) exploit commercially, distribute, reproduce, display publicly or otherwise make available to third parties copies of the MyBank Specifications or other Proprietary Materials, except that the Service Provider shall be entitled to make copies of the MyBank Specifications available to payment services providers and Merchants interested in participating in the MyBank Solution in accordance with Article 3 para. (2) and to the extent required to demonstrate the MyBank Solution or to offer or promote MyBank Services or Consulting Services in accordance with Article 7 below;
- g) sublicense or otherwise grant third parties the right to use the MyBank Specifications or the Proprietary Materials, except to the extent explicitly permitted in Article 6 below.
- (3) Notwithstanding the foregoing provisions in Article 3 para. (2) above and the other provisions in this Article 4, the Receiving Party is entitled, to the extent necessary for the Agreed Purpose, to disclose the Confidential Information to Permitted Recipients on a "need to know" basis, provided that Permitted Recipients are made aware of the confidential nature of such Confidential Information and are subject to obligations of confidentiality with respect to such Confidential Information which are at least equivalent to the obligations of confidentiality imposed by the terms of this Agreement. The Receiving Party shall keep a record of all persons and entities to whom Confidential

Information has been made available (including a specific description of the relevant Confidential Information), and shall, upon the Disclosing Party's request, make such record available to the Disclosing Party without undue delay. The Receiving Party shall ensure that all persons and entities to whom Confidential Information has been made available, including all Permitted Recipients, will fully comply with the obligations assumed by the Receiving Party under this Agreement in the same manner as if such obligations had been directly assumed by them, and the Receiving Party shall be fully responsible and liable for any non-compliance by any such person or entity, including any Permitted Recipient, with the terms of this Agreement. The Receiving Party shall further ensure that its Permitted Recipients use the Confidential Information exclusively for the purpose agreed upon in advance by the Parties and for which the Confidential Information has been provided.

(4) For the purposes of this Agreement, "**Permitted Recipients**" means

- a) the Receiving Party's shareholders, legal representatives, directors, officers and employees;
- b) the Receiving Party's counsels, consultants, agents and subcontractors, provided that the Disclosing Party has given its express prior consent to the delegation of any or all of the Receiving Party's obligations under an agreement entered into with the Disclosing Party in relation to MyBank and the disclosure of Confidential Information to such counsels,

consultants, agents and subcontractors;

in each case, to the extent required for the Agreed Purpose.

- (5) The Receiving Party acknowledges and agrees that the Disclosing Party does not, and will not, make any representation or warranty or assume any liability as to the accuracy, reliability or completeness of the Confidential Information or any other information furnished to the Receiving Party in connection with the MyBank Solution.

Article 5 *Limitation of Non-Disclosure*

- (1) The Disclosing Party agrees that nothing in this Agreement shall prohibit the Receiving Party from disclosing Confidential Information, if the Receiving Party has been ordered to disclose such Confidential Information pursuant to a final and binding administrative or judicial action or to a final and binding request from a competent supervisory body.
- (2) In case the Receiving Party has been ordered to disclose Confidential Information as set out in Article 5 para. 1 above, the Receiving Party shall assert any applicable privileges, shall notify the Disclosing Party of the obligation to disclose the Confidential Information and shall give the Disclosing Party the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence. The Receiving Party shall further communicate only those parts of the Confidential Information which it has been ordered to disclose, shall communicate such parts of the Confidential Information only to those individuals, administrative or judicial

bodies or supervisory authorities to whom it has been ordered to disclose them and shall use reasonable efforts to obtain confidential treatment or a protective order.

Article 6 *Right to Use the MyBank Specifications and the Proprietary Materials*

Upon registration and subject to the terms and conditions of the MyBank Service Providers Program, the Service Provider shall be granted a personal, non-transferrable and non-exclusive right to use the MyBank Specifications and the Proprietary Materials solely for the Agreed Purpose (the "**Right of Use**").

Article 7 *Promotion of the MyBank Services*

The Service Provider agrees to be included in lists maintained by PRETA of affiliated service providers and consultants, and, as applicable, of service providers which have self-certified to PRETA to be able to offer MyBank Participants and Merchants services in connection with the implementation of the MyBank Solution into their secure online banking environment or Merchant Infrastructure, to develop and provide MyBank Services and to provide Consulting Services or support and maintenance services to the MyBank Participants and Merchants with respect to the MyBank Solution and MyBank Services. The Service Provider agrees that PRETA will make such list available to payment services providers and Merchants interested in participating in the MyBank Solution.

Article 8 *Self-Certification of Validation and Routing Services*

- (1) Any Validation and Routing Services to be provided by the Service Provider and any MyBank Services to be employed to provide such Validation and Routing Services (the "**Tested Services and Solutions**") shall be deemed to have been self-certified if the Service Provider has submitted a Test Report to PRETA showing that the Tested Services and Solutions have successfully performed the Certification Tests.
- (2) The "**Certification Tests**" are the test procedures and protocols published by PRETA, as amended from time to time. Self-certification serves the purpose of allowing an assessment that the Tested Services and Solutions
 - a) comply with the MyBank Specifications,
 - b) are compatible with the MyBank Solution, and
 - c) that the implementation of the MyBank Services and the performance of the Validation and Routing Services will not have a detrimental effect on the functionality, reliability, resilience, speed and security of the MyBank Solution.
- (3) The "**Test Report**" is a record of the results of the Certification Tests performed with respect to the Tested Services and Solutions in the format published by PRETA, as amended from time to time. The Service Provider shall keep the Test Reports with respect to all Certification Tests

performed by it and shall, upon request of PRETA, make them available to PRETA without undue delay.

Article 9 Return or Destruction of Materials and Deletion of Confidential Information

- (1) Unless a written agreement between the Parties expressly provides for the contrary any and all documentation, materials and media containing or embodying Confidential Information provided or disclosed to the Receiving Party shall be returned to the Disclosing Party or destroyed. In the case of Confidential Information stored on electronic media, such Confidential Information shall be permanently and irretrievably deleted, in each case together with all copies made thereof,
 - a) promptly after the purpose for which the Confidential Information has been provided has been fulfilled;
 - b) this Agreement is terminated by either Party, for whatever reason; or
 - c) immediately upon the Disclosing Party's request, without need to justify such a request.
- (2) The Receiving Party shall ensure that any and all persons and entities to whom Confidential Information has been made available (including, without limitation, all Permitted Recipients) destroy any and all

documentation, materials and media in their possession containing or embodying Confidential Information or, in the case of Confidential Information stored on electronic media, permanently and irretrievably delete the Confidential Information from such media, in each case together with all copies made thereof.

- (3) The Receiving Party shall confirm, and shall ensure that any and all persons and entities to whom Confidential Information has been made available (including, without limitation, all Permitted Recipients) confirm to the Disclosing Party in writing that they have returned to the Disclosing Party or destroyed any and all documentation, materials and media in their possession containing or embodying Confidential Information and, in the case of Confidential Information stored on electronic media, have permanently and irretrievably deleted the Confidential Information from such media, in each case together with all copies made thereof.
- (4) . The Service Provider shall return, destroy or delete any Confidential Information retained in accordance with the previous sentence and comply with the provisions of Article 9 para. (1) through (3) with respect to such Confidential Information promptly after the respective Existing Contract has been terminated or all those obligations of the Service Provider under the respective Existing Contract which required the retention of the Confidential Information have been fulfilled.

Article 10 Use of the MyBank Logo by the Service Provider

- (1) PRETA has registered the logo depicted in Annex 2 with the Office of Harmonization for the Internal Market (“OHIM”) as a Community design with the registration number 001933193 (the “MyBank Logo”).
- (2) Subject to this Article 10 and the terms and conditions of the MyBank Service Providers Program, and without prejudice to the rights of an Intermediate Party under the MyBank Solution Documentation, the Service Provider shall be granted a personal and non-exclusive, non-sub-licensable and non-transferrable license to use the MyBank Logo for the sole purpose of demonstrating the MyBank Solution and promoting MyBank Services to payment services providers and to Merchants. Neither a modified version of the MyBank Logo nor any other sign may be used to demonstrate the MyBank Solution or to promote or perform any service related to MyBank or based on the MyBank Specifications, Proprietary Materials or Confidential Information, without the express written consent of PRETA.
- (3) Nothing in this Agreement should be construed as granting any license or right to the Service Provider or any other party to use the MyBank Logo for any other purpose, including without limitation, displaying the MyBank Logo on the website of a payment services provider or Merchant, enabling customers to initiate electronic credit transfers or direct debit mandates or performing Validation and Routing Services for any payment services provider. Any such use will require a specific license or sub-license which may be granted to the Service Provider under a separate agreement with PRETA.
- (4) The Service Provider undertakes to use the MyBank Logo only in the form registered with the OHIM as well as in compliance with the style guide as published by PRETA and amended from time to time (the “Style Guide”). PRETA is entitled to unilaterally modify the MyBank Logo and the Style Guide to the extent PRETA, in its sole discretion, deems it necessary. Modifications to the MyBank Logo and the Style Guide shall be announced in a timely manner. In any event, the Service Provider shall not be entitled to claim damages or any other compensation resulting from such modifications.
- (5) The Service Provider shall refrain from using the MyBank Logo in any manner that adversely affects, or may reasonably be expected to adversely affect, its validity or the reputation of the MyBank Solution. The Service Provider shall upon request of PRETA immediately cease any use of the MyBank Logo which may, in the reasonable opinion of PRETA, adversely affect such reputation or validity.
- (6) PRETA makes no warranty regarding the MyBank Logo. In particular, PRETA does not warrant the legal validity or marketability of the MyBank Logo or that the MyBank Logo may be used by the Service Provider without infringing any rights of third parties. Any liability of PRETA shall be excluded to the fullest extent possible by law.
- (7) The Service Provider shall indemnify and hold harmless PRETA from and against all liability claims, suits, losses, damages and expenses (including, but not limited to, court and attorney fees) incurred by PRETA as a result of the

use of the MyBank Logo by the Service Provider.

the Disclosing Party may have as a result of the breach under this Agreement or the applicable law.

Article 11 *No Guarantee of Commercialisation*

The Service Provider acknowledges and agrees that neither the execution by PRETA of this Agreement, nor the disclosure to the Service Provider of the MyBank Specifications, Proprietary Materials or Confidential Information nor the Self-Certification shall constitute, give rise to or be construed as any undertaking or guarantee by PRETA to the benefit of the Service Provider of commercialisation of any MyBank Services or successful business with payment services providers or Merchants. PRETA shall neither be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or in connection with the business relationship between the Service Provider and any payment services provider or Merchant.

- (2) The Receiving Party remains fully liable and responsible for its Permitted Recipients regarding the execution of this Agreement.
- (3) In case of any breach by the Receiving Party of all or any of the obligations contained in this Agreement, including through actions or omissions of one of its Permitted Recipients, the Receiving Party shall be jointly and severally liable, and shall fully and effectively indemnify and hold harmless the Disclosing Party from and against all or any losses, costs, claims, expenses, liability and damages of whatever nature that may arise as a result of such breach, including (without limitation) the costs of any claim or proceedings brought or defended by the Disclosing Party pursuant to this Agreement.

Article 12 *Breach of Obligations; Penalty*

- (1) The Receiving Party agrees to pay a penalty in the amount of EUR 50.000, which shall not be accounted to any damages suffered by the Disclosing Party as a result of such breach if any of the obligations imposed by this Agreement is breached by the Receiving Party, any Permitted Recipient or any other person or entity for which the Receiving Party is liable and responsible in accordance with the terms of this Agreement. Such penalty shall be payable in full for each single breach and, in the event of a continuing breach, for each period of one (1) week (or part thereof) during which such breach continues. The foregoing shall be without prejudice to any additional rights and remedies that

Article 13 *Conflict of Provisions*

Unless specified otherwise herein, in the event of any inconsistency between the provisions of any prior agreement entered into between the Parties in relation to MyBank and this Agreement, the provisions of this Agreement shall prevail over the provisions of such agreement entered into between the Parties in relation to MyBank.

Article 14 *Term*

This Agreement has been entered into for an indefinite term. Nothing in this Agreement shall exclude or limit a Party's right to terminate this agreement for cause (*aus wichtigem Grund*). The obligations and undertakings of the Receiving Party

contained in this Agreement shall survive the purpose for which the Confidential Information has been provided or the expiration or termination of this Agreement and shall remain in full force and effect thereafter.

Article 15 *Severability*

If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be replaced by such valid and enforceable provision which comes closest to the purpose or intent of the invalid or unenforceable provision. The foregoing shall also apply if the invalidity or

unenforceability is the result of the scope of any time period or performance set forth herein; in such case, a legally permissible time period or performance shall be deemed to have been agreed upon which comes as close as possible to the performance or time period stipulated herein.

Article 16 *Governing Law*

This Agreement shall in all respects be governed by, and construed in accordance with, the Laws of Germany, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Frankfurt am Main, Germany.

DATA PROTECTION

Service Providers are subject to the GDPR as controllers of any contact data of the appointed staff members communicated to PRETA SAS.

As for the contact details of the individuals appointed by Service Providers as their representatives/contact persons, PRETA understands that the communication of such contact details to PRETA is fully compliant with the GDPR and with the relevant national and Union legislation and regulations. It is under the responsibility of the relevant Service Providers the evaluation of prospective further steps in respect of the data processing by PRETA as described herein. Service Providers shall indemnify and hold PRETA harmless from and against any loss, cost, damage, expense or liability whatsoever (legal fees included), if any, suffered by PRETA and resulting from or arising out of any breach - by such Service Provider - of provisions set out in the Union and national data protection regulation and legislations, as well as any breach of data treatment in contrast with the specific purposes in relation to which consent was given. In the event that PRETA was declared, also in solidary way, liable for damages to person or thing, which are connected with facts, acts or omissions of the aforesaid Service Provider, PRETA shall have the right of recourse against such Service Provider.

With reference to these contact details PRETA recalls the following:

(i) Data processing scope

The request for participation and participation to the MyBank Solution may imply the processing of personal data concerning identified or identifiable natural persons. This data may be: name and surname, phone numbers and email address(es) of the legal representative and/or staff members of Service Providers. PRETA does not process sensitive data as defined by the GDPR.

(ii) Purposes of the processing

Personal data is only used under the following legal grounds:

- To conclude and carry out contractual agreements in relation to the MyBank Solution
- To fulfil PRETA's legal obligations;
- For PRETA's legitimate business interest and right to maintain commercial relations with Service Providers;

Where consent is obtained. In this case any party can withdraw consent any time.

(iii) Data may also be processed for the following purposes:

- Administrative: to register MyBank Solution Service Providers, their representatives and staff members.
- Service Management: to provide access to the MyBank Solution related services, customer support, to notify stakeholders in case of incidents, to allow participation in meetings and working groups.
- Managing customer relationship: to receive feedback about the data subject experience with existing products, communicate on new features, new products or events.

Data may be shared with other MyBank Solution Participants.

(iv) Processing

Processing will be performed by means of the operations or set of operations as mentioned in Section 4 no. (2) of GDPR.

Data will be processed with electronic and/or automated means for no longer than is necessary to achieve the purposes for which it has been collected as indicated under paragraph "Purposes of the processing".

(v) Security measures

Appropriate technical and organisational measures are implemented to prevent the data from being lost, used unlawfully and/or inappropriately, and accessed without authorisation. Internal framework of policies is applied across the organisation to keep data safe and PRETA employees are subject to confidentiality and may not disclose personal data unlawfully or unnecessarily.

Specific security measures are implemented to prevent the data from being lost, used unlawfully and/or inappropriately, and accessed without authorisation.

(vi) Recipients of the personal data

Data may be made accessible for the purposes set forth herein, to staff members, managers, external counsels and consultants of PRETA and to other Participants in the MyBank services within their respective role.

(vii) Data transfer

Data is stored on servers located in the European Union and will be not transferred to a third country extra UE.

(viii) Rights of data subjects

By virtue of Section 15 of GDPR, data subjects are entitled at any time to obtain confirmation of the existence of personal data concerning them and to be informed about the content and origin of such data, verify their accuracy and request that data are supplemented, updated or rectified.

Section 15 of GDPR above also foresees the right to request erasure, anonymisation or blocking of any data processed in breach of the law as well to object, on legitimate grounds, to the processing of data.

Where applicable, data subjects shall have the rights laid down in Sections from 16 to 21 GDPR relating to right to rectification, right to erasure ('right to be forgotten'), right to restriction of the processing, right to notification, right to data portability, right to object.

Data subjects shall have also the right to lodge a complaint with a supervisory authority.

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The present data protection information will be forwarded to the relevant Prospective Candidate contact person(s) with the first communication to such Prospective Candidate through the aforesaid contact person(s).

Completed in two originals, each Party acknowledging it has received one.

(Date / Place)

PRETA S.A.S.

[Name and Title of Authorised Signatory(ies)]

(Date / Place)

[Name and Title of Authorised Signatory(ies)]

Annex 1
MyBank Specifications

- The authoritative list of all applicable documentation and specifications for each MyBank Application is given in the relevant version of the “MyBank XXX Document List” (where XXX should be replaced by the appropriate Application Id).

Annex 2
MyBank Logo