GEELUS PTY LIMITED

GDPR DATA PROCESSING ADDENDUM

This GDPR Data Processing Addendum ("**DPA**") is effective as of 25 May 2018 and forms part of the Terms between Geelus PTY Limited ("**Geelus**") and the entity entering the Terms as a user of the Geelus Services ("**Customer**").

This DPA is supplemental to the Terms and sets out the roles and obligations that apply when Geelus processes Personal Data falling within the scope of the GDPR on behalf of Customer in the course of providing the Geelus Services.

All capitalized terms not defined in this DPA shall have the meanings set forth in the Terms.

1.   Definitions

1.1   For the purposes of this DPA:

(a)   "**EEA"** means the European Economic Area.

(b)   "**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

(c)   "**Terms**" means the terms of use or other written or electronic agreement between Geelus and Customer setting out the provision and use of the Geelus Services.

(d)   The terms "**Controller**", "**Processor**", "**Personal Data**", "**processing**", "**special categories of data**" and "**Data Subject**" have the meanings given to them in the GDPR. 2.

 Applicability of DPA

2.1 Applicability. This DPA will apply only from 25 May 2018 onwards and to the extent that Geelus processes Personal Data falling within the scope of the GDPR on behalf of Customer in the course of providing the Geelus Services.

3.   **Roles and Responsibilities**

3.1 Roles of the Parties. As between Geelus and Customer, Customer is the Data Controller of the Personal Data described in **Annex A** and Geelus shall process the Personal Data as a Data Processor acting on behalf of Customer.

3.2   Customer Processing of Personal Data. Customer shall be responsible for:

(a)   Complying with all applicable laws relating to privacy and data protection in respect of its use of the Geelus Services, its processing of the Personal Data, and any processing instructions it issues to Geelus;

(b)   Ensuring it has the right to transfer, or provide access to, the Personal Data to Geelus for processing pursuant to the Terms and this DPA; and

3.3   Geelus' processing of Personal Data. Geelus shall process the Personal Data for the purposes of providing set out in **Annex A** and in accordance with the lawful, documented instructions of Customer (including the instructions of any users accessing the Geelus Services on Customer's behalf) as set out in the Terms, this DPA or otherwise in writing.

4.   Security

4.1   Security. Geelus shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a "**Security Incident**").

4.2   Confidentiality obligations. Geelus shall ensure that any personnel that it authorizes to process the Personal Data shall be subject to a duty of confidentiality.

4.3   Security Incidents. Upon becoming aware of a Security Incident affecting Personal Data processed by Geelus, Geelus shall notify Customer without undue delay. Geelus shall make reasonable efforts to identify the cause of the Security Incident and to take such steps as Geelus deems necessary and reasonable to mitigate the effects of such Security Incident, to the extent such efforts are within Geelus' reasonable control. Geelus shall make reasonable efforts to provide such information as Customer may reasonably require to enable Customer to fulfil any data breach reporting obligations under the GDPR.

5.   Sub-processing

5.1   Sub-processors. Customer agrees that Geelus may engage Geelus affiliates and third party subprocessors (collectively, "**Sub-processors**") to process Personal Data on Geelus' behalf provided that:

(a)   Geelus shall maintain an up to date list of Sub-processors at **http://www.geelus.com/privacy-policy/#tab-id-2** which it shall update with details of any change in Sub-processors at least ten 10 days prior to any such change;

(b)   Geelus imposes on such Sub-processors data protection terms that require it to protect the Personal Data to the standard required by applicable data protection laws; and

(c)   Geelus remains liable for any breach of the DPA caused by a Sub-processor.

5.2   Objection to Sub-processors. Customer may object to Geelus' appointment or replacement of a Sub-processor prior to its appointment or replacement provided such objection is based on reasonable grounds relating to data protection. In such event, the parties shall cooperate in good faith to reach a resolution and if such resolution cannot be reached, then Geelus, at its discretion, will either not appoint or replace the Sub-processor or, will permit Customer to suspend or terminate the affected Geelus Service (without prejudice to any fees incurred by Customer prior to suspension or termination).

6.   International Transfers

6.1 <u>International transfers.</u> To the extent that Geelus transfers any Personal Data originating from the EEA to a country that has not been designated by the European Commission as providing an adequate level of data protection, it shall put in place such measures as are necessary to ensure such transfer is in compliance with the GDPR. Customer authorizes transfers of Personal Data to such destinations outside of the EEA subject to such appropriate safeguards having been put in place.

7.   Cooperation

7.1 <u>Data subject rights.</u> Geelus shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from data subjects seeking to exercise their rights under the GDPR. In the event such request is made directly to Geelus, Geelus shall promptly inform Customer of the same.

7.2 <u>Data protection impact assessments.</u> Geelus shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance needed to fulfil Customer's obligation to carry out data protection impact assessments and prior consultations with supervisory authorities, to the extent required under the GDPR and to the extent Customer does not otherwise have access to the relevant information.

8.   Return/Deletion of Data

8.1 <u>Return or deletion of Personal Data.</u> Upon termination or expiry of the Terms, Geelus shall delete or return to Customer the Personal Data (including copies) in Geelus' possession in accordance with the procedures and timeframes specified in the Terms. This requirement shall not apply to the extent that Geelus is required by applicable law to retain some or all of the Personal Data. For Personal Data archived on backup systems, Geelus shall delete this data generally within 6 years of termination or expiry of the Terms (where reasonably possible).

9.   Miscellaneous

9.1   Except as amended by this DPA, the Terms will remain in full force and effect.

9.2 Any claims brought under this DPA shall be subject to the Terms, including but not limited to the exclusions and limitations of liability set forth in the Terms.

9.3   If there is a conflict between this DPA and the Terms, the DPA will control.

9.4 This DPA shall only become legally binding between Customer and Geelus when the steps set out in the section "How to Execute this DPA" above have been fully completed.

The parties' authorized signatories have duly executed this DPA.

Customer

Signature:

Customer Legal Name: _____

Store Name: _____

Print Name: _____

Title: _____

Date: _____

Geelus PTY Limited

Signature: *Hadis Jafari* _____

Print Name: Hadis Jafari _____

Title: General Counsel _____

Date: 7 March 2018 _____

Annex A

Data Processing Description

This Annex A forms part of the Agreement and describes the processing that the processor will perform on behalf of the controller.

Controller

The controller is (please specify briefly the controller's activities relevant to the processing):

The entity entering into an agreement with Geelus for the provision of Geelus' point of sale and retail management services, referred to as "Customer" in the DPA.

Processor

The processor is (please specify briefly the processor's activities relevant to the transfer):

Geelus PTY Limited, a company established in Australia, which provides point of sale and retail management software and related services ("**Services**") to the Customer.

Data subjects

The personal data to be processed concern the following categories of data subjects (please specify):

- Consumers/end users of the Customer: past, present and potential consumers and end users of the Customer located in the EEA whose Personal Data is submitted to the Services.
- Other EEA individuals whose Personal Data is submitted to or processed through the Services on behalf of the Customer.

Categories of data

The personal data to be processed concern the following categories of data (please specify):

- Contact data: such as names, email addresses, shipping/billing addresses, phone numbers, contact details
- Sales data: such as details of the transactions undertaken through the Services, products/services purchased, date/time, payment amount/method, cancellations, returns, exchanges, communications with controller etc.
- Financial or payment information
- Marketing preferences and communications
- Any other data that consumers/end users have provided to the Customer which are processed through the Services, the extent of which is determined and controlled by the Customer or consumer/end-user in their sole discretion

Special categories of data (if appropriate)

The personal data to be processed concern the following special categories of data (please specify):

Geelus does not intentionally collect or process any special categories of data in the provision of its Services. Under the Terms, the Customer agrees not to provide (or permit any user to provide) any special categories of data to Geelus for processing.

Processing operations

The personal data will be subject to the following basic processing activities (please specify):

- The provision, operation and delivery of the Services
- Any other purposes pursuant to Customer's Terms with Geelus.