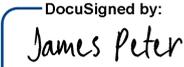# ChargeDesk Data Processing Agreement ("DPA")

(April 2018)

PARTIES

1. Peter Industries Pty Ltd, acting as The Trustee for Peter Family Trust, trading as ChargeDesk Pty Ltd (ABN 13 588 984 088) registered in NSW, Australia ("**ChargeDesk**"); and

2. _____
   (the "**Customer**").

EXECUTION

The parties have indicated their acceptance of this entire Agreement, including any Schedules, by executing it below.

On behalf of the **CUSTOMER**;	On behalf of **CHARGEDESK**;
Signature: _____	Signature: *James Peter* (DocuSigned by: 063BF6796E03426...)
Name: _____	Name: James Peter
Title: _____	Title: CEO & Co-Founder
Date: _____	Date: 4/16/2018
Address: _____	Address: 2 Celosia Place
_____	Loftus, NSW, Australia

This signed agreement must be submitted to privacy@chargedesk.com. Upon receipt of the validly completed DPA by ChargeDesk at this email address, this DPA will become legally binding.

BACKGROUND

This Data Processing Agreement ("DPA"), forms part of the ChargeDesk Terms of Service (available at https://chargedesk.com/terms-of-service), or other written or electronic agreement, by and between ChargeDesk and the undersigned Customer for certain services (collectively, the "Service").

In connection with the Service, the parties anticipate that ChargeDesk may process outside of the European Economic Area ("EEA"), certain Personal Data in respect of which the Customer may be a data controller under applicable EU Data Protection

Laws. The parties have agreed to enter into this DPA in order to ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by EU Data Protection Laws.

AGREEMENT

1. Definitions

1.1   In this Agreement, except to the extent expressly provided otherwise:

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Customer Personal Data**" means any Personal Data that is processed by ChargeDesk on behalf of the Customer under or in relation to this Agreement;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Effective Date**" means the date upon which the Customer first uses the Service;

"**Main Agreement**" means the ChargeDesk Terms of Service (available at https://chargedesk.com/terms-of-service) or other written or electronic agreement, by and between ChargeDesk and the undersigned Customer;

"**Personal Data**" has the meaning given to it in the Data Protection Laws;

"**Service**" means any functionality located on ChargeDesk.com, or through any Application published by ChargeDesk, or through any ChargeDesk APIs, or through any software or other websites that interface with ChargeDesk.com its Applications or APIs;

"**Schedule**" means any schedule attached to the main body of this Agreement; and

"**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2.

2. Supplemental

2.1   This Agreement supplements the Main Agreement.

2.2   Any capitalised terms that are:

    (a)   used in this Agreement;

    (b)   defined in the Main Agreement; and

    (c)   not defined in this Agreement,

shall in this Agreement have the meanings given to them in the Main Agreement.

2.3 If there is a conflict between this Agreement and the Main Agreement, then this Agreement shall take precedence.

2.4 This Agreement shall automatically terminate upon the termination of the Main Agreement.

2.5 The Main Agreement shall automatically terminate upon the termination of this Agreement.

3. Term

3.1 This Agreement shall come into force upon the Effective Date.

3.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 2.4, 2.5 or 6 or any other provision of this Agreement.

4. Data protection

4.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

4.2 The Customer warrants to ChargeDesk that it has the legal right to disclose all Personal Data that it does in fact disclose to ChargeDesk under or in connection with this Agreement.

4.3 The Customer shall only supply to ChargeDesk, and ChargeDesk shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Paragraph 1 of Schedule 1 (Data processing information) and of the types specified in Paragraph 2 of Schedule 1 (Data processing information); and ChargeDesk shall only process the Customer Personal Data for the purposes specified in Paragraph 3 of Schedule 1 (Data processing information).

4.4 ChargeDesk shall only process the Customer Personal Data during the Term and for not more than 90 days following the end of the Term, subject to the other provisions of this Clause 4.

4.5 ChargeDesk shall only process the Customer Personal Data, as set out in this Agreement or any other document agreed by the parties in writing.

4.6 ChargeDesk shall promptly inform the Customer if, in the opinion of ChargeDesk, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

4.7 To the extent any processing of Personal Data by ChargeDesk takes place in any country outside the European Economic Area (except if in an Adequate Country), the parties agree that the standard contractual clauses approved by

the EU authorities under EU Data Protection Laws and set out in Schedule 2 (Model contractual clauses) will apply in respect of that processing, and ChargeDesk will comply with the obligations of the 'data importer' in the standard contractual clauses and the Customer will comply with the obligations of the 'data exporter'.

4.8 Notwithstanding any other provision of this Agreement, ChargeDesk may process the Customer Personal Data if and to the extent that ChargeDesk is required to do so by applicable law. In such a case, ChargeDesk shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.

4.9 ChargeDesk shall take reasonable steps to ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality.

4.10 ChargeDesk and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Paragraph 4 of Schedule 1 (Data processing information).

4.11 The Customer grants a general authorization to then Processor to appoint third party data center operators, and outsourced marketing, business, engineering and customer support providers as sub-processors to support the performance of the Service.

4.12 ChargeDesk will maintain a list of sub-processors on the ChargeDesk.com website and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data. If the Customer has a reasonable objection to any new or replacement sub-processor, it shall notify ChargeDesk of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. If ChargeDesk is reasonably able to provide the Service to the Customer in accordance with the Main Agreement without using the sub-processor and decides in its discretion to do so, then the Customer will have no further rights under this clause 4.12 in respect of the proposed use of the sub-processor. If ChargeDesk requires use of the sub-processor in its discretion and is unable to satisfy the Customer as to the suitability of the sub-processor or the documentation and protections in place between Cloudflare and the sub-processor within ninety (90) days from the Customer's notification of objections, the Customer may within thirty (30) days following the end of the ninety (90) day period referred to above, terminate the Main Agreement with at least thirty (30) days written notice, solely with respect to the service(s) to which the proposed new sub-processor's processing of Personal Data relates. If the Customer does not provide a timely objection to any new or replacement sub-processor in accordance with this clause 4.12, the Customer will be deemed to have consented to the sub-processor and waived its right to object. ChargeDesk may use a new or replacement sub-processor whilst the objection procedure in this clause 4.12 is in process.

4.13 ChargeDesk shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to

assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

4.14 ChargeDesk shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. ChargeDesk shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 72 hours following ChargeDesk becoming aware of the breach. ChargeDesk may charge the Customer at its standard time-based charging rates for any work performed by ChargeDesk at the request of the Customer pursuant to this Clause 4.14.

4.15 ChargeDesk shall, in accordance with EU Data Protection Laws, make available to the Customer such information in ChargeDesk's possession or control as the Customer may reasonably request with a view to demonstrating ChargeDesk's compliance with the obligations of data processors under EU Data Protection Law in relation to its processing of Personal Data.

4.16 ChargeDesk shall, delete all of the Customer Personal Data after the provision of services relating to the processing according to Clause 5.6 of the Terms of Service, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

4.17 ChargeDesk shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of ChargeDesk's processing of Customer Personal Data with the Data Protection Laws and this Clause 4. ChargeDesk may charge the Customer at its standard time-based charging rates for any work performed by ChargeDesk at the request of the Customer pursuant to this Clause 4.17.

4.18 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

5. Limits upon exclusions of liability

5.1 Nothing in this Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

      (c)   limit any liabilities in any way that is not permitted under applicable law; or

      (d)   exclude any liabilities that may not be excluded under applicable law.

6. Termination

6.1   Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

6.2   Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

      (a)   the other party:

          (i)   is dissolved;

          (ii)   ceases to conduct all (or substantially all) of its business;

          (iii)   is or becomes unable to pay its debts as they fall due;

          (iv)   is or becomes insolvent or is declared insolvent; or

          (v)   convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

      (b)   an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

      (c)   an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

      (d)   if that other party is an individual:

          (i)   that other party dies;

          (ii)   as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

          (iii)   that other party is the subject of a bankruptcy petition or order.

6.3   ChargeDesk may terminate this Agreement and the Standard Contractual Clauses if ChargeDesk offers alternative mechanisms to Customer that comply with the obligations of the European Union privacy laws for the transfer of Personal Data outside the EEA.

7. Effects of termination

7.1 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

7.2 ChargeDesk will automatically delete the Customer Personal Data 90 days after this Agreement is terminated. The Customer may request this occurs within 2 business days according to Clause 5.6 of the Terms of Service.

8. General

8.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

8.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

8.3 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

8.4 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

8.5 Subject to Clause 5, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

9. Interpretation

9.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

    (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

    (b) any subordinate legislation made under that statute or statutory provision.

9.2 The Clause headings do not affect the interpretation of this Agreement.

9.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

9.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (DATA PROCESSING INFORMATION)

1. Categories of data subjects

The data exporter may submit Personal Data to ChargeDesk, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, to the following categories of data subjects:

Prospective customers, customers, resellers, referrers, business partners, vendors of the data exporter (who are natural persons), employees, contact persons of the data exporter's prospective customers or any natural persons authorized by the data exporter to use the services provided by ChargeDesk to the data exporter.

2. Types of Personal Data

The data exporter may submit Personal Data to ChargeDesk, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to, the following categories of Personal Data:

- Name
- Email Address
- Phone Number
- Country
- Billing Address
- Shipping Address
- Username
- IP Address
- Last 4 Digits of Credit Card
- Metadata defined by Controller
- Transaction History with Controller

The data exporter may not submit special categories of personal data, unless such data complies with Article 9 of the GDPR. In other words, the following types of personal data generally may not be processed:

- Race and ethnicity
- Political, religious, or philosophical beliefs, including union membership
- Health, sex life, and sexual orientation
- Genetic and biometric data (for the purpose of uniquely identification)

3. Purposes of processing

The objective of the processing of Personal Data by ChargeDesk is to provide the Service, pursuant to the Main Agreement.

4. Security measures for Personal Data

ChargeDesk uses a third party enterprise-class web application firewall to restrict access to our services. We have also internally developed a highly advanced Reputation Management System which would rival most banks. This system monitors access points to your customer's data and automatically blocks any threats it identifies. We use a 'block first, ask questions later' approach and all subsequent requests by a potential threat will also be blocked - only a manual review by our support team will lift a block.

All communication with our service is performed through a secure connection. We do not provide any non-SSL endpoints. We support the most modern ciphers and important recent innovations such as Forward Secrecy and Strict Transport Security. Data encryption is applied wherever possible which means that even in transit between our servers, your data is kept encrypted.

ChargeDesk takes reasonable steps to ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality. All access to Personal Data by our employees is behind 2 factor authentication, logged, monitored, and tracked.

All our servers are firewalled and kept updated with the latest security patches. All security keys and passwords stored by our application on your behalf are kept encrypted at rest.

Further information is set out on the ChargeDesk security page: https://chargedesk.com/security

5. Sub-processors of Personal Data

ChargeDesk uses sub-processors to assist in providing the ChargeDesk Service. A sub-processor is a third party data processor engaged by ChargeDesk, who has or potentially will have access to or process Service Data (which may contain Personal Data). ChargeDesk evaluates the security, privacy and confidentiality practices of proposed sub-processors that have access to or process Service Data both before they are engaged and on an ongoing basis.

A list of the sub-processors engaged by ChargeDesk can be found at https://chargedesk.com/docs/GDPR/subprocessors

You may email privacy@chargedesk.com and request to be notified directly when this list changes.

SCHEDULE 2 (MODEL CONTRACTUAL CLAUSES)

2010 EU Model clauses extracted from 2010/87/EU Annex EU Standard Contractual Clauses for the transfer of personal data to data processors established in third countries which do not ensure an adequate level of data protection

INTRODUCTION

Both parties have agreed on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

a. 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

b. 'the data exporter' means the controller who transfers the personal data;

c. 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

d. 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

e. 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

f. 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter

by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

b. that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

e. that it will ensure compliance with the security measures;

f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

g. to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

i. that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

j. that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

c. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

d. that it will promptly notify the data exporter about:
    (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

    (ii) any accidental or unauthorised access; and

    (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

f. at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

h. that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

i. that the processing services by the sub-processor will be carried out in accordance with Clause 11;

j. to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same

scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

9. Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

11. Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased

to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1

to the Standard Contractual Clauses

This Appendix forms part of the Clauses. By signing the signature page on page 1 of this Agreement, the parties will be deemed to have signed this Appendix 1.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The (i) legal entity that has created an account with ChargeDesk Pty Ltd ("ChargeDesk") for provision of the Service, and executed the Clauses as a data exporter and, (ii) all affiliates of such entity established within the EEA, which have purchased services from ChargeDesk or its Affiliates.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

ChargeDesk, which processes Personal Data upon the instruction of the data exporter in accordance with the terms of the agreement between the data exporter and ChargeDesk.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

As set out in Schedule 1, Section 1 of this Data Processing Agreement.

Categories of data

The personal data transferred concern the following categories of data (please specify):

As set out in Schedule 1, Section 2 of this Data Processing Agreement.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

As set out in Schedule 1, Section 2 of this Data Processing Agreement.

Processing operations

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

As set out in Schedule 1, Section 3 of this Data Processing Agreement.

Appendix 2

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

By signing the signature page on page 1 of this Agreement, the parties will be deemed to have signed this Appendix 2.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

As set out in Schedule 1, Section 4 of this Data Processing Agreement.