

SCHEDULE: DATA PROCESSING AGREEMENT

1. Introduction

- 1.1 The purpose of this Data Processing Agreement ("DPA") is to set out the additional terms and conditions applicable to the Processing of Personal Data under the Agreement.
- 1.2 Unless otherwise agreed, this DPA covers all jurisdictions and applies to both EU and non-EU clients. The use of specific terminology based on EU data protection laws and regulations (e.g., controller, processor, etc.) does not limit the application of this DPA.
- 1.3 This DPA supplements the Enterprise Terms and Cloud Services Schedule (or other relevant Offering Schedule) made and entered into by and between Temenos and the Client.
- 1.4 This DPA consists of:
 - (a) the main body of this DPA; and
 - (b) the Data Processing Details at Attachment 1; and
 - (c) (where applicable) the relevant country specific provisions (if any) set out in Attachment 2.

2. Definitions

Unless defined below, definitions are as set out in the Enterprise Terms and the Cloud Services Schedule (or other relevant Offering Schedule). The following terms apply unless the context requires otherwise:

"Controller" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, the United States and its states and any other countries referenced in Attachment 2.

"Data Subject" means the identified or identifiable natural person to whom Personal Data relates.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), as amended from time to time, including as implemented or adopted under the laws of the United Kingdom.

"Personal Data" means any information relating to an identified or identifiable natural person where such data is Processed by Temenos on behalf of the Client as part of, or in connection with the Temenos Offering and shall at all times include where such data is Client Data.

"Processing" or **"Process"** means any operation or set of operations, which is performed on Personal Data or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Supervisory Authority" means any supervisory authority with authority under Data Protection Laws over all or any part of the provision or receipt of the Temenos Offering or the Processing of Personal Data.

"Standard Contractual Clauses" or **"SCCs"** means (i) the standard data protection clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 approved by the European Commission decision 2021/914 dated 4 June 2021 ("EEA SCCs"); and (ii) such other amended or replacement standard data protection clauses as may be adopted by the European Commission from time to time.

"Sub-processor" means a subcontractor engaged by Temenos or its Affiliates that will Process Personal Data as part of the performance of the Temenos Offering.

3. Processing of Personal Data

3.1 Roles of the Parties

The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Client is the Controller and Temenos is the Processor and that Temenos or its Affiliates will engage Sub-processors pursuant to the requirements set forth in Section 9 "Sub-processors" below.

3.2 Client's Instructions

The Client shall:

- (a) comply with Data Protection Laws and ensure that any instructions it issues to Temenos shall comply with Data Protection Laws; and
- (b) have sole responsibility for the accuracy, quality, integrity, reliability and legality of Personal Data and the means by which the Client acquired Personal Data, and shall establish the legal basis for Processing under Data Protection Laws, including by providing all notices and obtaining all consents as may be required under Data Protection Laws in order for Temenos to Process Personal Data in order to provide the Temenos Offering and as otherwise contemplated by this DPA and/or the Agreement.

Temenos reserves the right to verify any instructions provided with the Client's representative(s).

3.3 Temenos' Processing of Personal Data

- (a) Temenos shall only Process Personal Data in accordance with the Client's documented instructions or as required by law. The Client hereby instructs Temenos to Process Personal Data to perform the Temenos Offering and as described in this DPA and/or the Agreement.
- (b) This DPA and the Agreement are the Client's instructions to Temenos for the Processing of Personal Data. Temenos may also Process Personal Data to comply with other documented reasonable instructions provided by the Client where such instructions are consistent with the terms of the Agreement. The Client shall utilize Temenos' Change Order or other applicable template form of writing to document any new instructions. Temenos shall not be bound by any other additional or alternative instructions except pursuant to the Parties' mutual written agreement.

3.4 Purpose; Categories of Personal Data and Data Subjects

The subject matter of Processing of Personal Data by Temenos is the performance of the Temenos Offering pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Attachment 1 (Data Processing Details) to this DPA.

3.5 Limitation on Disclosure

- (a) Temenos shall not disclose Personal Data to any third parties without the Client's prior consent, except as required by law or permitted by the Agreement. Without limiting the generality of the foregoing, Temenos may disclose Personal Data to Sub-processors (including Temenos Affiliates acting in such capacities) engaged as described in Section 9.
- (b) Temenos shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and are subject to binding confidentiality obligations.

4. Data Subject Rights

- 4.1 Temenos shall, to the extent legally permitted, promptly notify the Client if Temenos receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request".
- 4.2 Taking into account the nature of the Processing, Temenos shall assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to a Data Subject Request under Data Protection Laws.

4.3 To the extent the Client, in its use of the Temenos Offering, does not have the ability to address a Data Subject Request, Temenos shall upon the Client's request provide commercially reasonable efforts to assist the Client in responding to such Data Subject Request, to the extent Temenos is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. Where applicable, the Client shall submit its request using the support tool made available by Temenos.

4.4 To the extent legally permitted, the Client shall be responsible for any costs arising from provision of such assistance by Temenos pursuant to Sections 4.2 and 4.3 of this DPA.

5. Cooperation with Supervisory Authorities and Other Third Parties

5.1 Temenos shall notify the Client of all complaints, correspondences or enquiries from a Supervisory Authority or other third party (other than Data Subject Requests, which are addressed in Section 4 of this DPA) that Temenos receives which relate to the Processing of Personal Data or either Party's obligations under this DPA, unless prohibited from doing so at law or by the Supervisory Authority.

5.2 Unless a Supervisory Authority requests in writing to engage directly with Temenos, the Parties agree that the Client shall handle itself any such complaint, correspondence or enquiry from a Supervisory Authority or third party. The Client shall keep Temenos informed of such communications or correspondence to the extent permitted by law.

5.3 Temenos shall provide such assistance as the Client may reasonably request in relation to any such complaint, correspondence or enquiry from a Supervisory Authority or third party. The Client shall be responsible for any reasonable costs arising from the provision of such assistance by Temenos.

6. Security

6.1 Temenos shall implement the technical and organizational measures set out in the applicable Security Schedule to protect the confidentiality, integrity, and availability of Personal Data.

7. Personal Data Security Incident Management and Notification

7.1 In the event of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by Temenos or its Sub-processors of which Temenos becomes aware (a "Personal Data Security Incident"), Temenos shall:

- (a) without undue delay notify the Client of the Personal Data Security Incident;
- (b) provide all information reasonably requested by the Client regarding the Personal Data Security Incident, its manner of occurrence and the effect the Personal Data Security Incident has or is likely to have on the Personal Data and the Temenos Offering, while preserving legal privileges and confidentiality obligations owed to third parties; and
- (c) to the extent the remediation is within Temenos's reasonable control, implement reasonable remedial measures to rectify or mitigate the effects of a Personal Data Security Incident caused by Temenos and its consequences, and use reasonable efforts to prevent a reoccurrence of the Personal Data Security Incident. The Client shall cooperate with Temenos to the extent reasonably necessary to undertake that rectification, mitigation or prevention.

7.2 The obligations in Sections 7.1(b) and 7.1(c) shall not apply to incidents that are caused by the Client or Users. Any notification of a Personal Data Security Incident will be delivered by a means selected by Temenos including via telephone, email or the Client Portal. Any notification of a Personal Data Security Incident by Temenos is not an acknowledgement by Temenos of any fault or liability with respect to the Personal Data Security Incident.

8. Return and Deletion of Client Data

8.1 On termination of the Agreement for any reason, or upon written request from the Client at any time, Temenos shall cease Processing any Personal Data on behalf of the Client, and (at the Client's direction) return to the Client or delete (in accordance with Temenos' document retention and deletion policies), any Personal Data in Temenos' possession or control, except as required by law or if permitted by law for Temenos to be able to enforce or defend its rights.

9. Sub-processors

9.1 Appointment of Sub-processors

The Client acknowledges and agrees that (a) Temenos' Affiliates may be retained as Sub-processors; and (b) Temenos and Temenos's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Temenos Offering.

9.2 Sub-processing Agreement

Temenos shall ensure that its contract with any Sub-processor imposes on the Sub-processor obligations that are substantially equivalent to the obligations to which Temenos is subject under this DPA, taking into account the nature of sub-processing and the information available to the Sub-processor and subject to specific information regarding the Hosting Providers as set forth in the applicable Security Schedule.

9.3 List of Current Sub-processors and Notification of New Sub-processors

A list of Sub-processors is available as attached to the Security Schedule and/or published on the Client Portal (if applicable). Unless a longer period is stipulated elsewhere in the Agreement, Temenos shall notify the Client at least fourteen (14) days prior to granting any Sub-processor not included in such list ("New Sub-processor") access to Personal Data.

9.4 Objection Right for New Sub-processors

- (a) Where the Client, acting reasonably, considers that appointment of the New Sub-processor will result in a failure, by the Client, to comply with applicable Data Protection Laws, Client shall be entitled to object to the New Sub-processor. To object, the Client must notify Temenos promptly in writing specifying the reasons for the Client's objections within ten (10) days after Temenos' notice.
- (b) If the Client does not object in writing within the time period specified in Section 9.4(a), the use of the New Sub-processor is approved.
- (c) The Client acknowledges that the inability to use a particular New Sub-processor may result in delay in performing the Temenos Offering, inability to perform the Temenos Offering, or increased fees.
- (d) Temenos will notify the Client in writing of any change to Temenos Offering or fees that would result from Temenos' inability to use a New Sub-processor to which the Client has objected (the "Impact Notification"). Within thirty (30) days of the Impact Notification, the Client shall:
 - (i) assent to the New Sub-processor;
 - (ii) execute a written amendment to the Agreement implementing such change; or
 - (iii) terminate the affected Temenos Offering by providing Temenos with a ninety (90) days written notice of termination that includes an explanation of the grounds for termination.

9.5 Responsibility for Sub-processors. Temenos shall be responsible and liable for the acts, omissions or defaults of its Sub-processors in the performance of obligations under this DPA or otherwise as if they were Temenos' own acts, omissions or defaults.

10. Audits and Requests for Information and Assistance

- 10.1** The Client may audit Temenos' compliance with its obligations under this DPA and Temenos will contribute to such audits, including inspections, conducted by the Client or another auditor as mandated by the Client, as set forth below:
- (a) the Client may perform such audits once per year, or more frequently if required by Data Protection Laws applicable to the Client;
 - (b) the Client may use a third party to perform the audit on its behalf, provided the third party is mutually agreed to by the Client and Temenos and executes a confidentially agreement acceptable to Temenos before the audit;
 - (c) audits must be conducted during regular business hours, subject to Temenos' policies, legal privileges, and confidentiality obligations owed to third parties, and may not unreasonably interfere with Temenos business activities;
 - (d) the Client may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this DPA. The audit reports shall constitute Confidential Information of the Parties under the Agreement;
 - (e) to request an audit, the Client must submit a detailed audit plan to Temenos at least sixty (60) days in advance of the proposed audit date. The audit plan must describe the proposed scope, duration, and start date of the audit. Temenos will review the audit plan and inform the Client of any concerns or questions (for example, any request for information that could compromise Temenos' confidentiality obligations or its security, privacy, employment or other relevant policies). Temenos will work cooperatively with the Client to agree on a final audit plan;

- (f) nothing in this Section 10.1 shall result in access to any data belonging to another client of Temenos or any other customer of any Hosting Provider, nor any Confidential Information or financial information relating to Temenos, its other clients or prospective clients;
- (g) if the requested audit scope is addressed in an accredited certification or audit report performed by a qualified third-party auditor within twelve (12) months of the Client's audit request and Temenos confirms there are no known material changes in the controls audited, the Client agrees to accept those findings in lieu of requesting an audit of the controls covered by the report; and
- (h) all audits are at the Client's sole expense. The Parties will negotiate in good faith any charges or fees for Temenos' assistance with an audit that requires the use of resources different from or in addition to those required for the provision of the Temenos Offering.

10.2 Data Protection Impact Assessment

Upon the Client's request, Temenos shall provide the Client with reasonable cooperation and assistance needed to fulfil the Client's obligation under the Data Protection Laws to carry out a data protection impact assessment related to the Client's use of the Temenos Offering, to the extent the Client does not otherwise have access to the relevant information, and to the extent such information is available to Temenos. To the extent legally permitted, the Client shall be responsible for any costs arising from Temenos's provision of such assistance.

11. Country specific provisions

- 11.1 Depending on the country in which the Client is located, the specific provisions listed for that country (if any) set out in Attachment 2 of this DPA, will apply.

12. Termination

- 12.1 This DPA will terminate when Temenos ceases to Process Personal Data for and on behalf of the Client.

13. Liability

- 13.1 The Parties agree that all liabilities between them under this DPA will be subject to the limitations and exclusions of liability set forth in the Agreement.

14. Order of precedence

- 14.1 In the event of any inconsistency between parts of this DPA and the Agreement, the inconsistency will be resolved by reference to the following order of precedence:
 - (a) the DPA;
 - (b) the Regulatory Schedule (if applicable);
 - (c) the Order Form or Order (as applicable);
 - (d) the relevant Offering Schedule;
 - (e) the Enterprise Terms; and
 - (f) any document incorporated by reference.

ATTACHMENT 1 – DATA PROCESSING DETAILS

15. Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement.

1. The nature and purpose of the Processing

The Personal Data Processed will be subject to the following Processing activities:

Temenos Processes Personal Data as necessary to provide the Temenos Offering in accordance with the Agreement, which shall include the tasks to: (a) Process Personal Data in accordance with the Temenos Offering descriptions; (b) to prevent or address service or technical problems; and (c) to assist the Client or its Users with any on boarding, implementation or set up of the Temenos Offering or any Client support matters.

2. Types of personal data

The Personal Data Processed concern the following categories of data:

Personal Data shared differs based on the Temenos Offering to be provided, but may include personal details (such as name, contact information, identification numbers, etc.), financial information (such as account details, compensation information, etc.), or other details regarding the Data Subject as necessary for the Data Subject to qualify for, purchase and use the Client's products and services.

3. Data subjects

The Personal Data Processed concern the following categories of Data Subjects:

Potential and actual purchasers and end users of the Client's products and services, together with Client users of the Client's products and services.

ATTACHMENT 2– COUNTRY SPECIFIC PROVISIONS**1. EU and Switzerland specific provisions****1.1 Provisions****(a) GDPR**

Temenos will Process Personal Data in accordance with the GDPR requirements directly applicable to Temenos' provision of the Temenos Offering.

(b) Data Protection Impact Assessment

Temenos shall provide reasonable assistance to the Client in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR.

(c) Data Transfers

- (i) Subject to the remainder of this Section 1 of Attachment 2, the Client consents to transfers of Personal Data to Temenos' Sub-processors based in countries outside the European Economic Area or Switzerland.
- (ii) Temenos will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other Processing of Personal Data from the European Economic Area or Switzerland. All transfers of Personal Data to a third country or an international organization without an adequacy decision will be subject to appropriate safeguards as described in Chapter V of the GDPR and such transfers will be documented according to Article 30(2) of the GDPR.

(d) Unlawful Instructions

Without prejudice to the Client's obligations under Section 3.2(a) of this DPA, Temenos shall inform the Client if, in its reasonable opinion, an instruction issued by the Client infringes Data Protection Laws and shall, without liability, be entitled to stop Processing Personal Data in accordance with such infringing instruction. The Parties acknowledge and agree that a failure or delay by Temenos to identify that an instruction infringes Data Protection Laws shall not cause Temenos to be in breach of this DPA nor relieve the Client from its liability under this DPA.

(e) Change to SCCs

If the European Commission makes mandatory changes to or replaces the SCCs, Temenos may implement such changes and amend this DPA accordingly by giving thirty (30) days' prior notice to the Client. The Client agrees to provide any reasonable cooperation required to implement such changes.

2. United Kingdom specific definitions and provisions**2.1 Definitions**

"UK Approved Addendum" means the International Data Transfer Addendum to the EEA SCCs issued by the UK Information Commissioner's Office and laid before Parliament on 2 February 2022 as amended, updated or replaced from time to time.

2.2 Provisions**(a) GDPR**

Temenos will Process Personal Data in accordance with the GDPR requirements directly applicable to Temenos' provision of the Temenos Offering.

(b) Data Protection Impact Assessment

Temenos shall provide reasonable assistance to the Client in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR.

2.3 Data Transfers

- (a) Subject to the remainder of this Section 2 of Attachment 2, the Client consents to transfers of Personal Data to Temenos' Sub-processors based in countries outside the United Kingdom.

- (b) Temenos will abide by the requirements of the United Kingdom data protection law regarding the collection, use, transfer, retention, and other Processing of Personal Data from the United Kingdom. All transfers of Personal Data to a third country or an international organization without an adequacy decision will be subject to appropriate safeguards as described in Chapter V of the GDPR and such transfers will be documented according to Article 30(2) of the GDPR.

2.4 Unlawful Instructions

Without prejudice to the Client's obligations under Section 3.2(a) of this DPA, Temenos shall inform the Client if, in its reasonable opinion, an instruction issued by the Client infringes Data Protection Laws and shall, without liability, be entitled to stop Processing Personal Data in accordance with such infringing instruction. The Parties acknowledge and agree that a failure or delay by Temenos to identify that an instruction infringes Data Protection Laws shall not cause Temenos to be in breach of this DPA nor relieve the Client from its liability under this DPA.

2.5 Change to UK Approved Addendum

If the United Kingdom Information Commissioner's Office makes mandatory changes to or replaces the UK Approved Addendum, Temenos may implement such changes and amend this DPA accordingly by giving thirty (30) days' prior notice to the Client. The Client agrees to provide any reasonable cooperation required to implement such changes.

3. Brazil specific provisions

3.1 Definitions

"LGPD" means Brazilian General Data Protection Law (Law No. 13,709/18) as amended from time to time.

3.2 Provisions

(a) LGPD

Temenos will Process Personal Data in accordance with the LGPD requirements directly applicable to Temenos' provision of the Temenos Offering.

(b) Data Protection Impact Assessment

Temenos shall, to the extent required by LGPD, provide reasonable assistance to the Client in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA.

(c) Data Transfers

- (i) Subject to the remainder of this Section 3 of Attachment 2, the Client consents to transfers of Personal Data to Temenos' Sub-processors based in countries outside Brazil.
- (ii) Temenos will abide by the requirements of Brazilian data protection law regarding the collection, use, transfer, retention, and other Processing of Personal Data from Brazil. All transfers of Personal Data to a third country or an international organization without an adequacy decision will be subject to appropriate safeguards as described in Chapter V of the GDPR and such transfers will be documented according to Article 30(2) of the GDPR. To the extent Temenos will Process in the name of the Client and on the Client's behalf Personal Data from Data Subjects located in Brazil or will Process in Brazil, the Parties further agree that the provisions of the SCCs shall also apply to the international data transfers to and from Brazil, and all references in the SCCs to GDPR shall be read and interpreted to also include reference to LGPD.
- (iii) If that the Brazilian Data Protection Authority issues regulations with additional requirements on international data transfers involving Brazil, Temenos may implement such changes and amend this DPA accordingly by giving thirty (30) days' prior notice to the Client. The Client agrees to provide any reasonable cooperation required to implement such changes.

4. United States specific provisions

The following provisions apply to any Client to whom the California Consumer Privacy Act, and its implementing regulations, applies in its usage of the Temenos Offering specified in the Cloud Services Schedule (or other Offering Schedule).

4.1 Definitions

The following definitions shall apply to this Section 4 of Attachment 2:

"California Consumer Privacy Act" means Sections 1798.100 et seq. of the California Civil Code.

"Commercial Purpose" means to advance a person's commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction.

"Consumer" means a natural person who is a California resident.

"Deidentified" means information that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular consumer.

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. "Personal information" does not include "Personal Information" collected, processed, sold, or disclosed pursuant to the federal Gramm-Leach-Bliley Act, and implementing regulations, or the California Financial Information Privacy Act.

"Sale" or "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to another business or a third party for monetary or other valuable consideration.

"Service Provider" means a legal entity that processes information on behalf of a business and to which the business discloses a consumer's personal information for a business purpose pursuant to a written contract, provided that the contract prohibits the entity receiving the information from retaining, using, or disclosing the personal information for any purpose other than for the specific purpose of performing the services specified in the contract for the business, or as otherwise permitted by California Consumer Privacy Act, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified in the contract with the business.

4.2 Specific provisions

(a) Representations and Warranties

- (i) Temenos represents and warrants that it is a "Service Provider," for the purposes of the services it provides to Client pursuant to the Agreement.
- (ii) Temenos represents and warrants that, to the extent that Client discloses Consumer Personal Information to Temenos, Temenos will process that Personal Information only on behalf of Client pursuant to the Agreement and this DPA.

(b) Temenos Processing of Personal Information of Consumers

Except as required by the California Consumer Privacy Act, Temenos shall not:

- (i) "Sell" Personal Information for any reason.
- (ii) Process, retain, use, or disclose Consumer Personal Information for any purpose other than for the specific purpose of performing the services specified in the Agreement.
- (iii) Process, retain, use, or disclose Consumer Personal Information for an impermissible Commercial Purpose.
- (iv) Retain, use, or disclose Consumer Personal Information outside of the direct business relationship between Temenos and Client.

(c) Deidentified Information

To the extent that Client provides Temenos with Deidentified information, Temenos shall maintain that information as Deidentified. Temenos shall take the following steps to maintain Deidentified information it receives from Client: (1) implement technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (2) implement business processes that specifically prohibit reidentification of the information; (3) implement business processes that prevent inadvertent release of Deidentified information; and (4) make no attempt to reidentify the information.

(d) Consumer Requests

Upon written request from Client, Temenos shall delete a Consumer's Personal Information from its systems within 14 days. Temenos shall provide to Client any Consumer requests to exercise rights under the California Consumer Privacy Act, received directly by Temenos relating to a Client Consumer within 7 days of the receipt of any such request. Temenos shall not directly respond to any such request unless directed to respond by Client or as required by the California Consumer Privacy Act.

Agreement Number:

This DPA requires signature by both Parties if it is not incorporated into the Enterprise Terms at the time of signature by the Parties of the Enterprise Terms and shall become effective upon the latest date of signature.

[INSERT TEMENOS ENTITY]

[INSERT CLIENT ENTITY]

Authorized Signatory

Name:

Title:

Date:

Authorized Signatory

Name:

Title:

Date:

Authorized Signatory

Name:

Title:

Date:

Authorized Signatory

Name:

Title:

Date: