

## GENERAL DATA PROTECTION REGULATION ADDENDUM

This General Data Protection Regulation Addendum (“Addendum”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the "Effective Date") by and between Shift4 Payments, LLC, (“Shift4”) with a principal address at 2202 N. Irving Street, Allentown, PA 18109, and

\_\_\_\_\_ (“Client”) with a principal address at

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(each a “Party” and collectively the “Parties”) and forms part of the Dollars On The Net Service Agreement ( “Agreement”) currently in force, under which Shift4 provides Payment Gateway Services, and Third-Party Processor Services ("Services") to Client.

### **1. Certain Terms Not Affected By Addendum.**

Except as set forth in this Addendum, the Addendum is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, or any earlier Addendum, the terms of this Addendum will prevail.

### **2. Definitions.**

"**Data Protection Laws**" means EU Data Protection Laws and to the extent applicable, the data protection laws of any other country.

"**Data Subject**" means the natural person who is identified or identifiable by Personal Data.

"**EU**" means the European Union.

"**GDPR**" means EU General Data Protection Regulation 2016/679.

"**Personal Data**" means any information related to a natural person or Data Subject, that can be used to directly or indirectly identify the person. For the purposes of this Addendum, the term "**Cardholder Data**" will be used interchangeably. Cardholder Data is defined as:

- a. Credit card Primary Account Number (PAN)
- b. Cardholder Name
- c. Expiration Data
- d. Service Code

"**Personal Data Breach**" means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as: collection, recording, organization, structuring, storage, adaptation or alteration, retrievals, consultation, use, disclosure or

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

**"Subprocessor"** means any person or entity appointed by or on behalf of Shift4 to Process Personal Data on behalf of Client in connection with the Agreement.

**"Supervisory Authority"** means an independent public authority which is established by an EU Member State pursuant to Article 51 of the GDPR.

**3. Processing of Personal Data.** The type of Personal Data that Shift4 processes is systematically restricted to PCI-defined Cardholder Data (See Shift4 Payments, LLC, GDPR Policy Statement). Shift4 will Process Personal Data and transfer Personal Data to any country or territory as reasonably necessary for the provision of the Services and consistent with the provisions of this Addendum and the Agreement. In recognition of the foregoing, Shift4 agrees and covenants that it:

- a. Shall Process Personal Data solely and exclusively for the purposes for which the Personal Data, or access to it, is provided pursuant to the terms, conditions and instructions of the Agreement and this Addendum, unless Processing is required by applicable laws to which Shift4 is subject, in which case Shift4 shall, to the extent permitted by applicable laws, inform Client of that legal requirement before the relevant Processing of that Personal Data;
- b. Shall take steps to ensure that any natural person or Subprocessor acting under the authority of Shift4, including, but not limited to any employee, agent, or contractor of Shift4 and/or Subprocessor, who may have access to Personal Data shall ensure in each case that access is strictly limited to those individuals who need to know or access Personal Data as strictly necessary for the purposes of the Agreement, and to comply with applicable laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- c. Without limiting Shift4's obligations under this Addendum, Shift4 shall implement organizational, administrative, physical, and technical safeguards that are no less rigorous than required by Article 32 of the GDPR. In assessing the appropriate level of security, Shift4 shall take into account the risks of a Personal Data Breach that are presented by Processing.
- d. At this time Shift4 does not use Subprocessors. Shift4 reserves the right to engage Subprocessors as reasonably necessary for the provision of the Services and consistent with the provisions of this Addendum and the Agreement. Client instructs Shift4 that it may engage Subprocessors as reasonably necessary for the provision of the Services and consistent with the provisions of this Addendum and the Agreement.
- e. If Shift4 engages Subprocessors to perform specific Processing activities on behalf of Client, Shift4 will impose the terms required by GDPR Article 28.3 on the Subprocessor by way of a contract. Subprocessors will be listed in the GDPR section of the Shift4 Security Corner <https://www.shift4.com/insight/security/>.

4. **Data Subject Rights.** Taking into account the nature of the Processing and the Personal Data available to Shift4, Shift4 will:
  - a. Assist Client by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation, as reasonably understood by Client, to respond to requests to exercise Data Subjects' rights under the GDPR.
  - b. Promptly notify Client if Shift4 or any Subprocessor receives a request from a Data Subject under any Data Protection Law in respect of Personal Data.
  - c. Ensure that Shift4 and all Subprocessors, if any, do not respond to a request from a Data Subject except on the documented instructions of Client or as required by applicable laws to which Shift4 is subject, in which case Shift4 shall, to the extent permitted by applicable laws, inform Client of that legal requirement before Shift4 responds to the request.
5. **Data Protection Impact Assessment and Prior Consultation.** Shift4 shall provide commercially reasonable assistance to Client with any data protection impact assessments, and consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required by Article 35 or 36 of the GDPR, in each case solely in relation to Processing of Personal Data by Shift4 and taking into account the nature of the Processing and information available to Shift4. Client agrees that it shall pay Shift4 for all reasonable expenses incurred related to the provision of such data impact assessments or consultations.
6. **Personal Data Breach.** Upon Shift4 or any Subprocessor becoming aware of a Personal Data Breach affecting Client Personal Data, Shift4 shall provide Client with sufficient information to allow Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Shift4 shall cooperate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
7. **Return or Destruction of Personal Data.** In the event Shift4 is required to return Personal Data to Client, Shift4 may retain Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that Shift4 shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.
8. **Material Breach.** Shift4's failure to comply with any of the provisions of this Addendum is a material breach of the Agreement. In such event, Client may terminate the Agreement effective immediately upon written notice to Shift4 without further liability or obligation to Shift4.
9. **Transfer of Personal Data.** If any Personal Data subject to the GDPR is to be transmitted, transferred or otherwise Processed outside the European Union by Shift4, or a Subprocessor, Shift4 shall only transfer such Personal Data if it is allowed and transferred in compliance with Article 45 or 46 of the GDPR.

**10. EXECUTED** as an agreement on the Effective Date.

SIGNED for and on behalf of Client

SIGNED for and on behalf of:  
Shift4 Payments, LLC

\_\_\_\_\_  
Client legal name as it appears on Agreement

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title: