

**DATA PROTECTION ADDENDUM (“ADDENDUM” AND/OR “CONTRACT”) FOR GENERAL DATA
PROTECTION REGULATION (“GDPR”)**

RCI FINANCIAL SERVICES LIMITED (“RCI”) have previously entered into contracts, agreements and/or other analogous or similar arrangements whether written or otherwise (“Agreement”) with the Dealer stated in the letter. In the event that an Agreement has not been formally signed between RCI and the Dealer or otherwise does not exist, the Contract shall nevertheless take effect as a standalone Contract between the Dealer and RCI. This Contract shall regulate the way in which Personal Data is processed by the Dealer where RCI share Personal Data with the Dealer. Dealers shall remain responsible under the Applicable Data Protection Legislation in relation to Personal Data separately collected and processed by the Dealer.

This Data Protection Addendum (“**Addendum**” and/or “**Contract**”) forms part of the Agreement between RCI and the Dealer acting on its own behalf and as agent for each party, agent, sub-contractor or processor acting on its own behalf and as agent for the Dealer as expressly permitted in the Agreement.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement where defined. Except as modified below, the terms of the Agreement shall remain in full force and effect and unamended.

In consideration of the mutual obligations set out herein and for good valuable consideration, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum or Contract.

Unless expressly varied by this Contract or Addendum, all other terms and conditions of any Agreement shall remain valid, unamended and in full force and effect. This Contract shall come into force on the 25th May 2018 and shall continue, unless terminated earlier in accordance with its terms or the terms and conditions of the Agreement or this Contract. In the event of any conflict between the provisions of this Contract Addendum and the Agreement, the terms and conditions of the Agreement shall apply except in relation to provisions relating to enhanced data protection provisions required under GDPR, in which case this Contract shall prevail over the Agreement in the event of conflict.

This Contract and/or Addendum is entered into and becomes a binding part of the Agreement with effect from the 25th May 2018. The Dealer warrants and acknowledges that by receiving and/or processing Personal Data provided by RCI, either directly or indirectly, the Dealer shall be deemed to have unconditionally accepted and agreed to be legally bound by the terms and conditions of this Contract and/or Addendum.

The following definitions shall be added in the Agreement (**Clause “Definitions”**)

“**Applicable Data Protection Legislation**” means (i) the EU Directive 95/46 on the protection of individuals with regard to the processing of Personal data and on the free movement of such data, (ii) any implementing laws of the EU Data Protection Directive, (iii) with the European Regulation 2016/679 relating to the processing of Personal data as of its date of application, and (iv) any laws, regulations and guidance relating to the processing of Personal data applicable during the term of this Agreement.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“Data Processor” refers to the entity acting on behalf of the Data Controller.

“Personal Data” refers to any information relating to an identified or identifiable natural person, (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personal Data breach” refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Processing” means any operation or a set of operations done, using automatic processes or not, applied to personal data, as collecting, recording, organization, structuration, retention, adaptation or alteration, extraction, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, blocking, erasure or destruction of the personal data.

“Services” means the purposes for Processing of Personal Data set out in this Contract or Addendum and/or as stated, varied and amended by RCI from time to time in writing. The Dealer may use Personal Data for the purposes of contacting customers of RCI which RCI may provide from time to time. Such Processing shall be in accordance with the written instructions of RCI and the terms and conditions of this Contract or Addendum and only in relation to the services provided by RCI and for no other purpose. The Dealer may use Personal Data collected by the Dealer in accordance with the Applicable Data Protection Legislation.

“Transfer of Personal Data” means the processing, material transfer or distant access to Personal Data from entities established out of the European Economic Area (**EEA**).

Personal data protection Clause

1. For the provisions of the Services defined in the Contract, the Dealer may access and process Personal Data of RCI. Therefore, the Parties commit to process RCI Personal Data according to Applicable Data Protection Legislation and in accordance with this Contract or Addendum as amended from time to time by the written instructions of RCI.
2. For the purpose of this article, the words and sentences used have the meaning which are attributed to them by Applicable Data Protection Legislation.
3. According to Applicable Data Protection Legislation, RCI shall act as a Data Controller and the Dealer shall act only on behalf of RCI, acting as Data Processor.
4. This Contract, including the description of the processing of Personal Data for the purpose of the provision of the Services (subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of persons concerned) reflects RCI’s instructions to the Dealer regarding the processing of Personal Data for the purposes of the provision of the Services and may be amended in writing from time to time.

5. The Dealer understands and acknowledges that Personal Data constitute confidential information and therefore ensures that the persons authorized to process Personal Data commit to guarantee the confidentiality
6. The Dealer commits to:
 - a) To comply with personal data legislation
 - b) process Personal Data for the sole purposes defined by RCI and under the conditions defined by RCI ;
 - c) not to disclose, transfer, rent, sell or commercially exploit the Personal Data without the prior written consent of RCI;
 - d) inform RCI (if and when requested) of any change to the Applicable Data Protection Legislation affecting compliance with law when the Dealer processes Personal Data under this Contract and adjusts its Services in order to ensure they comply with the new applicable legislations/ regulatory provisions, without any additional costs for RCI;
 - e) provide RCI (if and when requested) with all relevant information concerning its processing activities (use, storage and country of origin of the Personal Data) and assist RCI in demonstrating compliance with its obligations under Applicable Data Protection Legislation;
 - f) For the duration of the Contract, put in place and maintain all appropriate organizational, technical and contractual measures to ensure an appropriate level of security taking into account the risk to protect RCI Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data processed by the Dealer;
 - g) not to subcontract all or part of the execution of the processing of Personal Data unless RCI expressly consents to it in writing. In order to obtain RCI authorization to resort to subcontractor(s), the Dealer shall first provide all relevant information relating to the subcontractor(s) (name, description of works that are outsource, country of establishment and of performance of the works that are outsourced and, in particular, the location(s) of the processing of Personal Data, etc.) to enable RCI to determine whether it consents or not to the contemplated data sharing. Any new authorized subcontractor shall commit to perform the services under the responsibility and the control of the Dealer.

The Dealer and each authorized subcontractor shall enter into an agreement to ensure (i) that the subcontractor commits to comply with the same obligations in relation to data protection as those set out under this Contract, (ii) the implementation of appropriate technical and organizational measures ; (iii) compliance with the instructions given by RCI regarding the processing of Personal Data in relation to the performance of the Services as described under this Contract, (iv) compliance with this Contract and, in general, with all the obligations defined under this Contract in order to comply with Applicable Data Protection Legislation. Dealer shall be the sole responsible vis-à-vis RCI in the performance of its obligations and of the obligations imposed on its authorized subcontractors. The authorized subcontractors shall provide sufficient guarantees to ensure the implementation of privacy and security defined under the Contract;

- h) not to transfer Personal Data to/or give access to them from countries outside the European Union, without the RCI's prior written consent. In case of Personal Data transfer in a country where the legislation has not been recognized by the European Commission as providing an adequate level of protection within the meaning of Applicable Data Protection Legislation, the Dealer must sign a Data Transfer Agreement with CUSTOMER which includes the Standard Contractual Clauses as set out in the Decision 2010/87/EU of the European Commission of 5 February 2010 and, whether the processing is performed by the authorized sub-processor, the Dealer undertakes to sign with a Data Transfer Agreement with its authorized sub-processor which includes the Standard Contractual Clauses as set out in the Decision 2010/87/EU of the European Commission of 5 February 2010.
- i) ensure that its employees, agents, representatives and its subcontractors or any person acting on its behalf, who have access to Personal Data are duly authorized, respect the obligations of the Dealer in accordance with the Contract and that these persons are especially trained and alerted to the rules governing the protection of Personal Data and process them in accordance with the Contract. Any processing of Personal Data shall be carried out only in accordance with the principle of "need-to-know" i.e. the information may be disclosed only to authorized persons considering their need to access them for their tasks in the performance of the Services. The Dealer commits to implement and maintain all the procedures guaranteeing that its employees, agents, representatives and authorized subcontractors or any person acting on its behalf are aware and specially trained in order to ensure the compliance with the obligations defined under this Contract;
- j) inform RCI without undue delay of any data subject's request or notification to exercise its rights under Applicable Data Protection Legislation, and refrain from replying directly to such request and apply the instructions provided by RCI in relation to such request or notification. The Dealer shall ensure that its authorized subcontractors will immediately transmit the requests or notifications to the Dealer who shall in turn inform RCI without undue delay. The parties agree that neither the Dealer nor the sub-contractors will directly reply to data subjects unless RCI asks them to do so. The Dealer will cooperate with RCI without undue delay and provide the necessary information to allow RCI to reply to data subjects' requests and particularly to respect data subjects' rights (right of access, modification, opposition, portability, etc.) as provided by Applicable Data Protection Legislation and in order to ensure that Personal Data processed are adequate ;
- k) address without undue delay any request addressed by RCI in relation to data subjects' requests concerning the processing of their Personal Data processed by the Dealer or authorized subcontractors (right to portability, modification, correction or deletion, right of opposition, etc.);
- l) not to keep Personal Data beyond the retention period defined by RCI from time to time and in any event not to keep them after the termination of the Contract, subject to the provisions of this Contract.

7. In the event of a Personal Data breach or if the Dealer has reason to believe that there has been a Personal Data breach, the Dealer shall report to RCI this potential or actual Personal Data breach within a twenty-four (24) hours after having become aware of it.

In case of potential or actual Personal Data breach, the Dealer shall notice to RCI : (i) the description of the nature of the Personal Data breach including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) the identity and contact details of the data protection officer or contact point who can provide with more information in relation to the breach ; (iii) the description of the consequences of the Personal Data breach as far as reasonably possible under the circumstances ; (iv) the description of the measures proposed or taken by the Dealer to address the Personal Data breach.

The Dealer shall provide the above information within a period of twenty-four (24) hours from the notification of the Personal Data breach to RCI. The Dealer commits to actively cooperate with RCI in order to enable RCI to report the Personal Data breach to the competent authority, the Dealer undertakes however not to communicate directly with any competent authority without the prior written approval of RCI.

RCI will first have to approve any public communication and/or official notification to competent authority, the press or data subject regarding such potential or ascertained breach.

8. RCI reserves the right to make, at its sole discretion, any verification that it would estimate useful to verify the Dealer's and its authorized subcontractors' compliance with their respective obligations regarding the processing of Personal Data as defined under this Contract. The Dealer shall accept any audit request addressed by RCI as well as audit operations performed by RCI or by a third party chosen by RCI. The Dealer shall also commit to have its authorized subcontractor accepting such audit to be performed by RCI or by a third party chosen by RCI.

The Dealer commits along with its authorized subcontractors to cooperate with RCI in the context of such operations, notably by providing all relevant information and access to all equipment, software, data, records, information systems, etc. used for the performance of the Services, and in particular the processing of Personal Data and not to charge any charge to RCI resulting from these operations. Such audits are intended to check the compliance of the Dealer and its authorized subcontractors with the provisions of this Contract, including the confidentiality and security measures implemented by the Dealer and its authorized subcontractors in accordance with all laws and regulations, guidance, best practice and requirements issued by RCI from time to time. These audits also aim at ensuring that the implemented confidentiality and security measures cannot be circumvented by the claimant and its subcontractors.

Where such audit reveal noncompliance with the obligations defined under this Contract and with the commitments taken by the Dealer, the Dealer shall take immediate measures to implement corrective measures at its own expense. These audit operations and their results do not discharge in any way the Dealer of its other contractual obligations. Such audits shall be carried out in accordance with all laws and regulations, guidance, best practice and requirements issued by RCI from time to time.

9. In the event RCI would be subject to an inspection conducted by a supervisory authority, the Dealer commits that it will cooperate, and that its subcontractors will also fully cooperate with

RCI without undue delay and, according to the instructions of RCI together with the supervisory authority, notably by providing all relevant information and access to all equipment, software, data, records, information systems, etc. used for the performance of Services, and for the processing of Personal Data.

10. Subject to the applicable legal provisions, the Dealer informs RCI of any request from a court, administrative agency or governmental authority, or under any law, regulation, subpoena or other administrative or legal procedures or by any formal or informal inquiry by any government agency or authority.

In this case, the Dealer agrees prior to any reply to such a request to, (a) promptly notify to RCI the request for disclosure (subject to what is authorized by law) (b) refrain from answering this request without RCI's prior consent.

11. Upon expiry of this Contract or early termination for any reason whatsoever, at any time, the Dealer and its subcontractors will reconstitute on first request of RCI and without undue delay any Personal Data processed by the Dealer on behalf of RCI in any form whatsoever. Personal Data will be reconstituted to RCI, free of charge for RCI, in the same format as the one used by RCI to make the Personal Data available to the provider or if not, in a format specified by RCI.

This restitution will be reported in minutes signed by the Parties. Once the restitution has been made, the Dealer will destroy copies of Personal Data held in its systems and will have to prove to RCI that the Personal Data has effectively been destroyed upon signature of the minutes.

GENERAL

12. Without prejudice to and/or affecting any other right or remedy available to it, either party to the Contract or an Agreement may terminate it with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13. No written or other amendments to this Contract shall be valid unless expressly agreed in writing by both parties.

14. Confidentiality

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person, any Personal Data, confidential information or any other information, including, without limitation, information concerning the other party's business, customers, affairs, clients or Dealers.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Contract; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. Waiver

(a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17. Third party rights

The Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

19. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

This Contract and/or Addendum is entered into and becomes a binding part of the Agreement with effect from the 25th May 2018. The Dealer warrants and acknowledges that by receiving and/or processing Personal Data provided by RCI, either directly or indirectly, the Dealer shall be deemed to have unconditionally accepted and agreed to be legally bound by the terms and conditions of this Contract and/or Addendum.

Appendix 1 Description of the Personal Data processing

The Dealer hereby warrants and acknowledges that all Personal Data provided by RCI shall remain the property of RCI and the Dealer shall have no rights in relation to the Personal Data. Any Personal Data separately collected and processed by the Dealer shall remain the property of the Dealer.

The Dealer further warrants and acknowledges that RCI may from time to time provide written instructions to the Dealer in relation to the Personal Data, including, without limitation, how the Personal Data shall be processed.

The Dealer further warrants and acknowledges that RCI may from time to time provide written instructions to the Dealer in relation to the Personal Data, even where the Dealer may be deemed to act as a Data Controller or Joint Data Controller in relation to the Personal Data.

The Dealer shall only process Personal Data in accordance the Agreement and/or in accordance with RCI's written instructions from time to time.

The Dealer shall only process Personal Data for the purposes of the Agreement and for no other purpose. In the event that an Agreement does not exist and/or has not been signed by the parties, the Dealer shall only process Personal Data in accordance with the written instructions of RCI from time to time and for no other purpose.

The Dealer shall ensure that all obligations and liabilities relating to the Dealer under the Agreement and this Contract shall also apply to any third party acting for the Dealer, including, without limitation, any agent, sub-contractor or any other third party expressly permitted under the Agreement or this Contract. The Dealer shall always maintain records of any third party processing Personal Data on behalf of RCI and/or the Dealer pursuant to this Contract and/or the Agreement.

The Dealer shall not process Personal Data outside of the European Economic Area or European Union without the prior written consent of RCI.

The Dealer shall ensure that the Dealer is able to comply with the rights of the customer providing Personal Data and/or the written instructions of RCI in relation to the Personal Data of a customer including, without limitation, rights under the GDPR.

The Dealer shall ensure that all reasonable measures are taken in relation to the Personal Data, including, without limitation, any requirements under law, regulation, best industry practice and the written instructions of RCI from time to time and as promulgated by laws and regulations from time to time. Without prejudice to the foregoing, the Dealer shall also comply with guidance issued by the Information Commissioner's Office, Financial Conduct Authority and the European Union from time to time.

RCI may from time to time issue additional requirements as required in accordance with all laws and regulations, guidance, best practice and requirements issued by RCI from time to time.

Appendix 2 – Security

The Dealer shall ensure that all relevant security measures are taken in relation to the Personal Data, including, without limitation, any requirements under law, regulation, best industry practice and the written instructions of RCI from time to time and as promulgated by laws and regulations from time to time. The Dealer shall also, including, without limitation, comply with guidance issued by the Information Commissioner’s Office, Financial Conduct Authority and the European Union from time to time.

RCI may from time to time issue additional requirements as required in accordance with all laws and regulations, guidance, best practice and requirements issued by RCI from time to time.