

Cash Management

GDPR Compliance for Customers

The introduction of the EU General Data Protection Regulation (GDPR) has been the most significant change in data privacy regulation in 20 years. For those to whom the GDPR is still new, we recommend getting familiar with its general contents and purpose, especially the roles and responsibilities of the data controller (GDPR Article 24) and data processor (GDPR Article 28).

This document will be periodically updated to reflect the latest changes and developments in Nomentia GDPR information and is provided as a free service to Nomentia's Customers to help them to maintain their respective GDPR compliance records.

The key instrument to structure and manage GDPR compliance between Customers (data controllers) and their suppliers (data processors) is the Data Processing Agreement which is delivered to the Customer as an appendix of the Sales Agreement. Nomentia's Customers can take care of the contractual documentation required for GDPR Compliance by executing the Data Processing Agreement (DPA). The primary responsibility to define the scope, content, and purpose of processing in the DPA is on the data controller (Nomentia's Customer).

1 Compliance with GDPR

Nomentia acknowledges that Customers have trusted us the processing of their Personal Data and seeks to ensure that the legal obligations that apply to our Customers (as data controllers) and Nomentia and its sub-contractors (as data processors) can be complied with.

2 Purpose and Elements of Data Processing Agreement (DPA)

Nomentia processes Personal Data on behalf of its Customers based on the Agreement that we have signed with the Customers. Most Customer Agreements already contain high-level data protection provisions setting out the roles and responsibilities of the Customer as the data controller and Nomentia as the data processor and the mutual obligation to comply with the data protection legislation. The Data Processing Agreement that is included in the Sales Agreement supplements the Services Agreement and includes such additional details as required by the GDPR.

The Customer's responsibility is to analyze what kind of Personal Data they provide and process with Nomentia systems and services, and to ensure that they are entitled to provide such data for processing by Nomentia.

Accordingly, the Customer should, as part of the Agreement with Nomentia or by a subsequent DPA, ensure that the Agreement sets out

- the subject matter and duration of the processing,
- the nature and purpose of the processing,
- the type of Personal Data and categories of data subjects, and the obligations and rights of the Customer as the controller, together with the related data processing instructions, in accordance with the requirements of the GDPR and other applicable data protection legislation.

The Customer shall also need to inform the data subjects concerned regarding the processing of their Personal Data by Nomentia and shall obtain their consent, if necessary. Due to the nature of the Cloud services, Nomentia cannot control and has no obligation to verify the Personal Data the Customer transfers to Nomentia for processing.

To respond to requests from data subjects exercising their rights, such as the right of access and the right to rectification or erasure, Customers need to primarily use the corresponding functions of the Cloud services. Where this is not possible by the Customer's user privileges in the Cloud services, Nomentia shall provide its Customers with commercially reasonable assistance, taking into account the nature of the processing. The Customer shall remain responsible to respond to data subject requests regarding Customer Data, such as data contained in the payment files extracted from Customer's other finance or ERP system to be sent to the bank.

3 What Kind of Data is Processed by Nomentia

The subject matter and purpose of the processing towards the Customer's own clients and for the Customer's internal purposes such as personnel and suppliers, should be defined by the Customer when they enter into Agreement with Nomentia. Nomentia will process the data as a part of the predefined services in accordance with the services agreement and the DPA.

Typically, the Personal Data is end user identification data used to administer the access and operation of Nomentia's services purchased by the Customer. The second layer of

Personal Data is related to the data used by the Customer's cash management transactions and processes. In many cases the data can be embedded in such a way that it is not possible to be directly and electronically identified as Personal Data. Such data may also be included in payment instructions that we process between our Customers and their business partners in our Cash Management solutions we provide to our Customer's use as a service (Cloud services).

4 Data Subjects and Categories of Data

As the subject matter of the processing is Business-to-Business messages and related payment data, in most cases, the Personal Data is of a basic, non-sensitive nature, and does not contain any specific categories of Personal Data in the meaning of the GDPR. The types of persons concerned (data subjects) are mainly employees or contractors of the Customer or those of the Customer's client or supplier.

Typically, the Personal Data that is processed is related to the user rights administration and monitoring in a Cloud service, such as Customer's employees' or contractors' name, title, user-ID, email address, telephone number, or such other basic identification data that is needed to establish and maintain the user accounts and logs, and to provide a secure end user access to the Cloud service.

Information originated from Customers is necessary for operating the solution and it is needed to fulfill the purpose of the Agreement. In most cases, the information is entered into the process and solutions by the Customer's personnel.

5 Duration of Processing

The duration of the processing is equal to the length of the terms of the Agreement. In majority of the cases, the Agreements are entered into for an indefinite period and can be terminated by either party, unless the procurement rules have dictated to apply a fixed contract term. Unless the Customer has purchased archiving services or a longer data retention is an element of the service according to the service description, or different process is separately agreed, the Customer data is deleted from Nomentia platforms and facilities after the processing and service quality assurance and monitoring tasks regarding the relevant batch of Customer data have been successfully completed.