Bottomline

Privacy Terms

These privacy terms and conditions (these "**Privacy Terms**") are deemed incorporated into the Terms and Conditions (as defined below) and forms a part of the Agreement (as defined below), and records the parties' agreement with respect to the terms and conditions governing the Processing (as defined below) and security of Personal Data (as defined below). **Annex 1 (*Data Processing Details*) sets out certain information regarding Bottomline's Processing of Customer Personal Data.**

1. Interpretation and Application

1.1. Unless defined below, capitalised terms used in these Privacy Terms shall have the same meanings as the Terms and Conditions:

"**Agreement**" means the agreement between the parties relevant to the Services (including these Privacy Terms, the Terms and Conditions and any other documentation forming part of the contract for the Services);

"**Anonymised Data**" means any Customer Personal Data, which has been anonymised such that the Data Subject to whom it relates to cannot be identified;

"**Bottomline**" means the Bottomline entity set out in the Agreement;

"**Bottomline Personal Data**" means Personal Data (where Bottomline is the Controller of such Personal Data) that is (i) information Bottomline receives about the Customer's operations (including contact information in relation to personnel within the Customer who Bottomline needs to liaise with); (ii) used to undertake compliance checks relevant to fraud, anti-money laundering, sanctions and any other compliance matters; (iii) used in the process of anonymisation and aggregation of Customer Personal Data as described in section 2.7; and (iv) as further described in 'Bottomline Group Privacy Notice' published at https://www.bottomline.com/uk/privacy-policy;

"**Cessation Date**" has the meaning given to it in Section 7.1;

"**Customer**" means the customer entity set out in the Agreement;

"**Customer Personal Data**" means any Personal Data (excluding Bottomline Personal Data) supplied to Bottomline by or on behalf of the Customer and processed by or on behalf of Bottomline under the Agreement, as further described in Annex 1 to these Privacy Terms;

"**Data Protection Laws**" means the **FADP**, and **GDPR** together with any applicable implementing or supplementary legislation in the applicable member state of the EEA;

"**Data Subject Request**" means the exercise by Data Subjects of their rights under, and in accordance with, Data Protection Laws;

"**Delete**" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and "**Deletion**" shall be construed accordingly;

"**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

"**FADP**" means the Swiss Federal Act on Data Protection dated 1st September 2023 as amended from time to time;

"**GDPR**" means the UK GDPR and/or EU GDPR (as applicable in the context). References to "**Articles**" and "**Chapters**" of, and to relevant defined terms in, the GDPR shall be construed accordingly;

"**Group Companies**" means the relevant party, its subsidiaries and holding companies from time to time and any subsidiary of any holding company from time to time, where a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

"**Payment Network Provider**" or "**PNP**" means FPSL, Bacs, Pay.uk, SWIFT, Customer's banks, Customer client's banks or otherwise a third party operating or connecting to a payment and/or settlement scheme;

"**Personal Data Breach**" means an actual (and not simply a suspected) personal data breach (as defined in the Data Protection Laws) that: (i) is confirmed by Bottomline's Risk Committee following appropriate investigations, (ii) affects Customer Personal Data, and (iii) Bottomline is required to notify to Customer under Data Protection Laws;

"**Personnel**" means a party's employees, agents, consultants or contractors;

"**Relevant Body**":

(a) in the context of the UK and UK GDPR, means the UK Information Commissioner's Office and/or UK Government (as applicable in the context),

(b) in the context of Switzerland and the FADP, means the Swiss Federal Council (Bundesrat) an/or the Swiss Government (as applicable in the context), and/or

(c) in the context of the EEA and EU GDPR, means the European Commission;

"**Restricted Country**":

(a) in the context of the UK, means a country or territory outside of the UK, and/or

(b) in the context of the EEA and Switzerland, means a country or territory outside of the EEA (which shall, as and where applicable, be interpreted in line with Article FINPROV.10A(1) of the Trade and Cooperation Agreement between the EU and the UK) and Switzerland,

that the Relevant Body has not deemed to provide an 'adequate' level of protection for Personal Data pursuant to a decision made or approved under Article 45 of the GDPR or the FADP as applicable;

"**Restricted Transfer**" means a transfer of Customer Personal Data from Bottomline to a Subprocessor in a Restricted Country, in each case where such transfer would be prohibited by Data Protection Laws without a legal basis under Chapter V of the GDPR or FADP (as applicable);

"**Services**" means the relevant software as a service or other services provided by Bottomline to Customer in accordance with the Agreement;

"**Standard Contractual Clauses**" means the standard contractual clauses (including the UK Addendum where UK GDPR applies) issued or approved from time-to-time by the Relevant Body under Article 46 of the EU GDPR or s.119A(1) Data Protection Act 2018 (as applicable) for the transfer of Personal Data from Controllers or Processors in the EEA or UK to Controllers or Processors established in Restricted Countries;

"**Subprocessor**" means any third party appointed by or on behalf of Bottomline to Process Customer Personal Data;

"**Subprocessor List**" means the list of Subprocessors (including those Subprocessors' locations) that are engaged in Processing activities on behalf of Bottomline from time-to-time in connection with its provision of the Services;

"**Supervisory Authority**":

(a) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office,

(b) in the contexct of Switzerland and the FADP, means the Swiss Federal Council (Bundesrat) and/or

(c) in the context of the EEA and EU GDPR, shall have the meaning given to that term in Article 4(21) of the EU GDPR;

"**Terms and Conditions**" means the terms and conditions relevant to the Services, which together with other documentation forms part of the Agreement;

"UK Addendum" means the addendum to the Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 or such replacement addendum from time-to-time; and

"**UK GDPR**" means the Data Protection Act 2018 and EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended from time-to-time (including by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019).

1.2. In these Privacy Terms, the terms "**Controller**", "**Data Subjects**", "**Processor**", "**Personal Data**" and "**Process**" (and its inflections) shall have the meanings ascribed to the corresponding terms in the Data Protection Laws.

2. PROCESSING OF CUSTOMER PERSONAL DATA

2.1. In respect of Personal Data, the parties acknowledge that (as between the parties):

(a) Bottomline is the Processor and Customer is the Controller for Customer Personal Data (notwithstanding the foregoing, where the Customer is the Processor for Customer Personal Data, Bottomline shall be deemed as a Subprocessor); and

(b) Bottomline is an independent Controller for any Bottomline Personal Data.

2.2. Subject to Section 2.3, Customer instructs Bottomline to Process Customer Personal Data as necessary to provide the Services or otherwise to perform Bottomline's obligations and exercise Bottomline's rights under the Agreement.

2.3. Customer acknowledges and agrees that any instructions additional to those set out in the Agreement (including these Privacy Terms), issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Bottomline pursuant to the Agreement:

(a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and

(b) shall not relate to the scope of, or otherwise materially change the Services to be provided by Bottomline.

2.4. In relation to instructions which meet the conditions in Section 2.3 above, the Customer may terminate the relevant Services under the Agreement by providing Bottomline with at least sixty (60) days' prior written notice, if Bottomline notifies the Customer that:

(a) it is unable to adhere to, perform or implement instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or

(b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise) provided always that: (i) the parties shall in good faith seek to reach a mutually acceptable resolution within thirty (30) days of Bottomline notifying the Customer that it is unable to meet the instructions under Section 2.3, and (ii) until such time as either a resolution has been reached between the parties or the Customer exercises its above termination right, Bottomline shall continue to provide the Services in accordance with the Agreement notwithstanding any such Customer instructions.

2.5. Bottomline may Process Customer Personal Data as required by applicable European Union, Swiss, UK or European Union Member State laws. To the extent permitted by applicable laws, prior to Bottomline Processing Customer Personal Data under this Section 2.5, Bottomline shall inform the Customer of the relevant legal requirements that require it to undertake such Processing.

2.6. Where Bottomline receives an instruction from Customer that, in its reasonable opinion, infringes the Data Protection Laws, Bottomline shall inform Customer.

2.7. Provided Bottomline does so in accordance with Data Protection Laws, Customer agrees that Bottomline shall be entitled to create, use and disclose Anonymised Data and Customer Data (which is not Customer Personal Data), together with information it collects from its other customers for data analytics and development purposes, including to create insights, reports and other analytics, to improve and develop Bottomline's products and services and for developing, training, enhancing, testing, or improving artificial intelligence (AI), natural language processing, deep learning algorithms, machine learning models or other generative AI or related technologies.

2.8. Bottomline shall implement appropriate technical and organisational measures, in relation to the protection of Customer Personal Data to protect against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage and ensure a level of security appropriate to, the risk and, the measures referred to in Article 32(1) of the GDPR and Article 7 of the FADP.

2.9. Bottomline shall take reasonable steps to ensure the reliability of any Bottomline Personnel who Process Customer Personal Data, ensuring:

(a) that access is strictly limited to those individuals who need to know or access the relevant Customer Personal Data for the purposes described in the Agreement (including these Privacy Terms); and

(b) that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.10. Customer represents and warrants on an ongoing basis that:

(a) it is subject to the territorial scope of the Data Protection Laws as determined in accordance therewith (including pursuant to Article 3 of the GDPR). Customer further agrees that to the extent that it is not in fact subject to the territorial scope of the Data Protection Laws, these Privacy Terms shall be deemed automatically void with effect from the Agreement Effective Date or the date

when it was no longer subject to the territorial scope of the Data Protection Laws, if later, without requirement of notice;

(b) there is, and will be throughout the term of the Agreement, a valid legal basis (whether under Articles 6, 9 and/or 10 of the GDPR or otherwise as required under Data Protection Laws) for Processing of Customer Personnel by Bottomline in accordance with the Agreement (including these Privacy Terms);

(c) where applicable, Customer has been instructed by, and obtained the valid and effective authorisation of, any relevant third party Controller(s) (including, for these purposes, Customer Affiliates) to instruct Bottomline (and its Subprocessors that are approved in accordance with Section 3) to Process Customer Personal Data as set out in and contemplated by the Agreement (including these Privacy Terms); and

(d) where applicable, the Customer has all necessary consents and notices in place to enable lawful transfer of Bottomline Personal Data to Bottomline and/or lawful collection of the same by Bottomline for the duration and purposes of these Privacy Terms.

3. SUBPROCESSING

3.1. Customer authorises Bottomline to appoint Subprocessors in accordance with this Section 3 and Bottomline acknowledges that it shall remain liable for any acts or omissions of such Subprocessors with respect to their Processing of Customer Personal Data.

3.2. Bottomline may continue to use those Subprocessors engaged in the provision of the Services and listed in the Subprocessor List, at the Effective Date of the Agreement.

3.3. Bottomline shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor, and accordingly provide an updated Subprocessor List from time-to-time, including via a 'mailshot' or similar mass distribution mechanism sent via email to Customer's normal addressees for system updates.

3.4. If within fourteen (14) days of receipt of notice given to Customer pursuant to Section 3.3 ("**New Subprocessor Notice**"), Customer notifies Bottomline in writing of any objections to the proposed appointment of any new Subprocessor and demonstrates to Bottomline's reasonable satisfaction that the proposed Subprocessor's Processing of Customer Personal Data would cause Customer to violate Data Protection Laws, Bottomline shall either:

(a) recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Customer Personal Data by the proposed Subprocessor objected to by Customer; and/or

(b) use reasonable efforts to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor.

3.5. Where no changes referenced in Section 3.4 can be made, or any such changes proposed by Bottomline are expressly rejected by the Customer, within the thirty (30) day period following Bottomline's receipt of Customer's notice of objections (the "**Change Period**"), either party may by written notice to the other, to be served within fourteen (14) days of the expiration of that Change Period, terminate the portion of the Services which requires the use of the proposed Subprocessor with immediate effect.

3.6. If Customer (having not raised an objection to a new Subprocessor or served termination notice pursuant to Section 3.5) uses the Services (or the relevant portion thereof) after the expiry of the New Subprocessor Notice or Change Period, Customer agrees that such Subprocessor shall be deemed approved by the Customer and added to the Subprocessor List.

3.7. With respect to each Subprocessor, Bottomline shall:

(a) before the Subprocessor first Processes Customer Personal Data (or, as soon as reasonably practicable, in accordance with Section 3.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by these Privacy Terms; and

(b) ensure that the arrangement between Bottomline and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in these Privacy Terms.

4. DATA SUBJECT RIGHTS

4.1. Taking into account the nature of the Processing, Bottomline shall (at the Customer's cost) assist the Customer in the fulfilment of the Customer's obligation to respond to Data Subject Requests relevant to Customer Personal Data.

4.2. In relation to Customer Personal Data, Bottomline shall:

(a) to the extent permitted by law, promptly notify Customer if Bottomline receives a Data Subject Request; and

(b) ensure that Bottomline does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws.

5. PERSONAL DATA BREACH

5.1. Bottomline shall notify Customer without undue delay upon Bottomline becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Bottomline's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

(a) the affected Data Subjects; or

(b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

5.2. Bottomline shall co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation, reporting, mitigation and remediation of each such Personal Data Breach.

6. DATA PROTECTION IMPACT ASSESSMENTS

6.1. Bottomline shall assist the Customer (at Customer's cost) with any data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required of Customer under FADP, s.64 Data Protection Act 2018 or Article 35 or Article 36 of the GDPR (as applicable), in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Bottomline.

7. DELETION AND RETENTION

7.1. Subject to Section 7.4, upon the date of cessation of the Services (the "**Cessation Date**"), Bottomline and any Subprocessor shall immediately cease all Processing of Customer Personal Data for any purpose other than for storage (where applicable).

7.2. Prior to the Cessation Date, if the Customer requests return of Personal Data, Bottomline shall (at the Customer's cost) return a copy of Customer Personal Data (within Bottomline's possession) to the Customer in a standard, interoperable format.

7.3. Promptly following the Cessation Date, Bottomline and any Subprocessor shall either (at its option):

(a) delete;
(b) irreversibly anonymise; or
(c) destroy,

all Customer Personal Data then within Bottomline's possession as required by Data Protection Laws.

7.4. Bottomline and any Subprocessor may retain Customer Personal Data as permitted by, and in accordance with applicable European Union, Swiss, UK or European Union Member State law.

8. AUDIT RIGHTS

8.1. On request, Bottomline shall make available to Customer copies of the most recent relevant third-party certifications and audits obtained or procured by Bottomline, to demonstrate its ongoing compliance with the applicable provisions of these Privacy Terms.

8.2. Subject to Sections 8.3 and 8.4, in the event that Customer (acting reasonably) considers that the information made available by Bottomline pursuant to Section 8.1 is insufficient to demonstrate Bottomline's compliance with these Privacy Terms, Bottomline shall contribute to reasonable audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Bottomline.

8.3. Customer shall give Bottomline reasonable notice of any audit or inspection to be conducted under Section 8.2 (which shall in no event be less than thirty (30) days' notice unless required by a Supervisory Authority) and shall use its reasonable endeavours (and ensure that each of its mandated auditors uses their reasonable endeavours) to avoid causing, and hereby indemnifies Bottomline in respect of, any damage, injury or disruption to Bottomline's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Bottomline's other customers or the availability of Bottomline's services to such other customers) while Customer's Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any audit or inspection.

8.4. Bottomline need not give access to its premises for the purposes of such an audit or inspection:

(a) to any individual unless he or she produces reasonable evidence of their identity and authority;
(b) to any auditor whom Bottomline has not given its prior written approval (not to be unreasonably withheld) or to any auditor who has not entered into a non-disclosure agreement with Bottomline on terms acceptable to Bottomline (acting reasonably);
(c) where, and to the extent that, Bottomline considers, acting reasonably, that to do so would result in interference with the confidentiality or security of data of Bottomline's other customers or the availability of Bottomline's services to such other customers;
(d) outside normal business hours at those premises; or
(e) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which:
  (a) Customer reasonably considers necessary because of a Personal Data Breach; or
  (b) Customer is required to conduct by Data Protection Laws or a Supervisory Authority.

8.5. Save in respect of any audit or inspection conducted as a result of, and notified to Bottomline within the sixty (60) days immediately following the parties' joint determination of Bottomline's material breach of these Privacy Terms, Customer shall bear any third party costs in connection with such inspection or audit and reimburse Bottomline for all costs incurred by Bottomline and time spent by Bottomline (at Bottomline's then-current professional services rates) in connection with any such inspection or audit.

9. RESTRICTED TRANSFERS

9.1. Subject to Section 9.2 and Section 9.3, to the extent that Bottomline effects a Restricted Transfer of Customer Personal Data to a Subprocessor, Bottomline agrees that it shall enter into Standard Contractual Clauses or IDTA (as the "data exporter") with that Subprocessor (as the "data importer").

9.2. In respect of any Restricted Transfer between Bottomline and a Subprocessor described in Section 9.1, Customer acknowledges and agrees that Bottomline's obligation to enter into Standard Contractual Clauses or IDTA as required under Section 9.1 shall be satisfied by the inclusion of the details of the Customer Personal Data in the general description of "personal data" referred to in any existing or future Standard Contractual Clauses or IDTA entered into by and between Bottomline and that Subprocessor.

9.3. Section 9.1 shall not apply to a Restricted Transfer unless entry into Standard Contractual Clauses or IDTA referred to therein is required to allow the relevant Restricted Transfer and the associated Processing to take place without breach of Data Protection Laws.

10. VARIATION

10.1. Bottomline reserves the right to amend these Privacy Terms from time-to-time (including by posting an updated form hereof on the page on which this document is currently posted or any successor page thereto) as may be required due to changes in Data Protection Laws and/or changes to the functionality of Bottomline's products and services, provided always that in its amended form these Privacy Terms contains such contractual terms as may then be required by applicable laws.

10.2. In the event that there is a change in applicable laws that Bottomline considers (acting reasonably) would mean that Bottomline is no longer able to provide the Services in accordance with its obligations under Data Protection Laws, Bottomline reserves the right to make such changes to the Services as it considers reasonably necessary to ensure that Bottomline is able to provide the Services in accordance with Data Protection Laws.

10.3. Where the Customer is an existing customer of Bottomline, these Privacy Terms shall be deemed incorporated into the Agreement and supersede any previous versions of these

Privacy Terms or any Data Privacy Addendum (including GDPR Addendum) entered between the parties.

10.4. In the event that Customer (acting reasonably and in good faith) considers that any changes made either to the Services and/or these Privacy Terms pursuant to Section 10.1 or Section 10.2 (as applicable) will cause material and irreparable harm to it, Customer may terminate the Agreement in its entirety with immediate effect upon written notice to Bottomline to be served within thirty (30) days of the effective date of said changes.

11. CUSTOMER AFFILIATES' RIGHTS

11.1. The parties acknowledge and agree that Customer has entered into these Privacy Terms for both itself and on behalf of, and for the benefit of, those Customer Group Companies that are properly entitled to use and receive the benefit of the Services pursuant to and in accordance with the Agreement

11.2. The parties acknowledge and agree that all references to Customer in these Privacy Terms shall, be construed to refer to each Customer Group Company, **provided that** it is acknowledged and agreed that:

(a) any rights and any remedies available to Customer Group Companies under these Privacy Terms shall accrue, and may only be exercised and sought by Customer, on a collective, and not an individual basis, on behalf of Customer and all Customer Group Companies – as examples: (i) any inspections shall be conducted for the benefit of Customer and all Customer Group Companies collectively, and the limits on the frequency of such audits shall apply on a collective basis; and (ii) any relevant notices shall be given by Bottomline to Customer only, and Customer (and not Bottomline) shall be responsible for disseminating such notices to Customer Group Companies; and

(b) Bottomline's total liability (whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise) arising out of or in connection with these Privacy Terms shall be subject to those limitations on, and exclusions of, Bottomline's liability under the Agreement, which it is agreed shall apply on a collective basis (and not an individual and several basis) to Customer and all Customer Group Companies.

Annex 1 Data Processing Details

Subject matter and duration	The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and these Privacy Terms.
Nature	Collection, Recording, Organisation, Structuring, Storage, Adaption, Alteration, Retrieval, Consultation, Use, Disclosure, Transmission, Making available, Dissemination, Alignment, Combination, Restriction, Erasure, Destruction.
Purpose	Financial Messaging (FM): The provision of FM SaaS solution and associated services (including without limitation, implementation, system support, and system maintenance) as further described in the Agreement. Cyber Fraud Risk Management (CFRM): The provision of Cyber Fraud Risk Management (CFRM) SaaS solution and associated services (including without limitation, implementation, system support, and system maintenance) as further described in the Agreement. TreasuryXpress (TX) / Global Payment Hub and Cash Management: The provision of TreasuryXpress (TX) and/or Global Payment Hub and Cash Management SaaS solution and associated services (including without limitation, implementation, system support, and system maintenance) as further described in the Agreement. Support for Software deployed on Customer premises/devices: The provision of support services as further described in the Agreement.
Types of Customer Personal Data to be Processed	Financial Messaging (FM): (a) Name, Title, Date of Birth, Place of Birth, Nationality, Address, Phone Number, Email Address; (b) Company Name and Address; (c) Bank Sort Codes, Account Numbers, IBAN, BIC, and Card Numbers; (d) Passport Numbers, Social Security Numbers, Tax ID, Driving License Number, Residence Permit Numbers or other ID Numbers; and (e) Custom Fields which could contain other Customer Personal Data. Cyber Fraud Risk Management (CFRM): (a) Name, Date of Birth, Place of Birth, Nationality, Address; (b) Company Name and Address; (c) Bank Sort Codes, Account Numbers, IBAN, BIC; and (d) Custom Fields which could contain other Customer Personal Data. TreasuryXpress (TX) / Global Payment Hub and Cash Management: (a) Name, Title, Date of Birth, Place of birth, Nationality, Address, Phone Number, Email Address, Photos; (b) Company Name, Address, and Position; (c) Bank Sort Codes, Account Numbers, IBAN, and BIC; (d) Passport Numbers, Social Security Numbers, Tax ID, Driving License Number, Residence Permit Numbers or other ID Numbers; and (e) custom fields which could contain other Customer Personal Data. Support for Software Deployed on Customer Premises: Any Personal Data which the Customer shares with Bottomline in order to provide or in course of providing support services.

Categories of sensitive Personal Data	None.
Categories of Data Subject to whom the Customer Personal Data relates	Financial Messaging (FM)**:** Customer's clients, suppliers and other third parties making and/or receiving payments; and/or verifying accounts. Cyber Fraud Risk Management (CFRM): Customer's clients and other individuals making, initiating, authorising, approving or receiving payments; counterparties and other parties to transactions; and customer personnel/users involved in initiating, approving or executing transactions. TreasuryXpress (TX) / Global Payment Hub and Cash Management**:** Customer's clients, suppliers and other third parties making and/or receiving payments; and employees (but only to the extent such employee's Personal Data is uploaded onto Bank Account Management (BAM) module). Support for Software Deployed on Customer Premises: Customer's Personal Data recorded on the Software that is being supported by Bottomline, and disclosed by Customer to Bottomline, in Bottomline's provision of the support services.
Subprocessor List	The Subprocessor List is available on request from your Bottomline customer service representative.