

**Summary of the essentials of the JCA as per Art. 26 (2) 2  
of the EU General Data Protection Regulation (GDPR)**

1. In order to use the services offered by Kadmos, the Customer concludes with (a) with Rapyd Europe hf., a company licensed to operate as a payment institution and registered with the Icelandic financial services regulator under number 500683-0589 whose registered office is at Dalshraun 3, 220 Hafnarfjörður, Iceland,, further referred to as "**Rapyd**, a payment services framework agreement for the provision of an eWallet ("**eWallet**" and "**eWallet Contract**") and certain Card Services ("**Card**" and "**Card Contract**"), and (b) with Kadmos Technologies GmbH, a company registered in Germany under company number HRB 252026 B whose registered office is at Rosenthaler Str. 36, 10178 Berlin, further referred to as "**Kadmos**", a contract for the provision of access to Kadmos' technical platform (the "**Kadmos Contract**") which, among other features, can display information about the transactions made with the eWallet and the Card (the "**Communication Services**") through a client software provided to the Customer ("**Kadmos Mobile App**").
2. Rapyd and Kadmos collect, process and use personal data of the Customer for the purpose of arranging and performing the services under the contracts mentioned above. Together with at least one of the other parties, they are "joint controllers" within the meaning of Art. 26 GDPR.
3. Specifically, with respect to the processing of the Customer's personal data in connection with accessing and using the eWallet provided by Rapyd through the Communication Services, Rapyd and Kadmos act as joint controllers of the Customer's personal data. With respect to the processing of the Customer's personal data in connection with accessing the Card-related services provided by Rapyd through the Communication Services, Rapyd and Kadmos act as joint controllers of the Customer's personal data.
4. However, with respect to the processing of the Customer's personal data in connection with the arrangement of the contract, the parties act as sole controllers, sometimes making use of another Party as their data processor:
  - Rapyd is the sole controller with respect to the processing of the Customer's personal data for the arrangement of the eWallet contract, the related KYC/AML checks and other processing activities required by law from a financial institution such as Rapyd ("**Regulated eWallet Processes**"), with Kadmos acting in some cases as a data processor under the supervision of Rapyd;
  - Rapyd is the sole controller with respect to the processing of the Customer's personal data for the arrangement of the Card Contract, the related AML/KYC checks and other processing activities required by law from a financial institution such as Rapyd ("**Regulated Card Processes**"), with Kadmos acting in some cases as a data processor under the supervision of Rapyd;
  - Kadmos is the sole controller with respect to the processing of the Customer's personal data for the arrangement of the Kadmos Contract, to the extent they do not concern any of the services provided by the other Parties ("**Other Processes**").

5. With respect to the GDPR, the Parties have agreed and arranged for the following responsibilities:

<b>Obligations according to the GDPR and the UK GDPR</b>	<b>Regulated eWallet Processes</b>	<b>Regulated Card Processes</b>	<b>Other Processes</b>
Concretion of the purpose and means of the processing of data in the accordance with the Customer Contracts.	Rapyd	Rapyd	Kadmos
Definition of the type of personal data	Rapyd	Rapyd	Kadmos
Art. 26 para 2 sentence 2: Provision of the essence of the arrangement to the data subject upon request	Kadmos	Kadmos	Kadmos
Art. 13, 14: Obligation to provide information	Rapyd	Rapyd	Kadmos
Art. 15: Processing of requests for information	Rapyd	Rapyd	Kadmos
Art. 16: Processing rectification requests	Rapyd	Rapyd	Kadmos
Art. 17,18, 19: Processing of erasure requests, restriction of processing, notification of the erasure obligation	Rapyd	Rapyd	Kadmos
Art. 20: Handling of requests for surrender (data portability)	Rapyd	Rapyd	Kadmos
Art. 21: Handling of objections	Rapyd	Rapyd	Kadmos
Art. 24, 32, 35, 36: Determination/documentation of technical and organizational measures, risk assessment and, if applicable, data protection impact assessment, consultation of a supervisory authority	Rapyd	Rapyd	Kadmos
Art. 28: Involvement of order processors or subcontractors and their inspection	Rapyd	Rapyd	Kadmos
Art. 30 Keeping records of processing activities	Rapyd	Rapyd	Kadmos
Art. 33, 34: Notification of data breakdowns	Rapyd	Rapyd	Kadmos

6. The Parties have appointed Kadmos as the central contact point for Customers, even if the matter relates to Rapyd.
7. Rapyd and Kadmos are obliged to notify each other after becoming aware about a personal data breach or about any suspicion of infringements with data protection law.
8. For further information about the processing of your personal data and the joint controllership, please contact Kadmos via [privacy@kadmos.io](mailto:privacy@kadmos.io).