



## AMENDMENT TO DATA PROCESSING ADDENDUM

### APPLICABLE TO THE CUSTOMER AND IFS SUBJECT TO NIS2

#### Introduction

This amendment ("Amendment") is made to the Data Processing Addendum ("DPA") between the customer of IFS ("Customer") and the IFS entity which Customer contracted with ("IFS") and shall only be available if Customer is subject to NIS2 (defined below). This Amendment shall be effective if Customer signs this Amendment and the effective date shall be the date of its return to IFS at the email address [privacy@ifs.com](mailto:privacy@ifs.com). Terms defined in the DPA or the referenced master agreement in the DPA shall have the same meaning in this Amendment unless defined otherwise in this Amendment.

The NIS2 Framework is designed to ensure that all services comply with the Network and Information Systems Security Directive (EU) 2022/2555 ("NIS2"). It incorporates a range of measures to prevent, identify and address security incidents, while also ensuring business continuity and resilience.

#### 1. Amendments

- 1.1. For the purposes of NIS2, this Amendment adds a new Section 11, to address NIS2.

#### 11. NIS2 SPECIFIC PROVISIONS

- 11.1 **Background and Purpose.** This Section 11 outlines specific obligations and measures that apply exclusively to IFS activities in compliance with NIS2. It is acknowledged that IFS qualifies as an entity subject to the provisions of NIS2 and as such IFS will comply with local implementation of NIS2 in the appropriate jurisdiction, as amended from time to time (the "Regulations"). Each Party shall be solely responsible for ensuring its own compliance with the NIS2 and its implementing laws as they pertain to that Party's respective business activities, operations, and obligations under the Agreement. The Parties acknowledge that these obligations are supplementary to, and do not limit, the general provisions of this Data Processing Addendum unless expressly stated otherwise. For the purpose of this Section 11, Personal Data is a subset of the Customer Data.
- 11.2 **To the extent that the Regulation hasn't been implemented the following provision applies:**
  - 11.2.1 **Acknowledgment of Regulatory Uncertainty.** The Parties acknowledge that the Regulations may not have been fully implemented and may change, and there may be uncertainty in their full implementation. The Parties agree that any obligations imposed on IFS due to the Regulations shall apply only to the extent explicitly required by applicable law and shall not extend to actions outside IFS's reasonable control or scope of operations.
  - 11.2.2 **Updates.** In the event that the implementation or interpretation of the Regulations results in material consequences that IFS did not foresee or anticipate, IFS working in good faith may address such consequences by issuing a further update to these terms which will supersede the current terms. This update will be to ensure compliance with NIS2 and the Regulations. However, no such amendment shall impose additional obligations or liabilities on IFS beyond those expressly required by applicable law.
  - 11.2.3 Any adjustments will not alter the fundamental commercial structure of the Agreement, nor will it impact any price, payment or other terms under any order between IFS and Customer.
- 11.3 **Information and Assistance Obligations.** Section 5.4 of this Data Processing Addendum shall be deemed to apply, to the requirements arising under the Regulations, as applicable but with necessary modifications to allow for enquiries from the NIS2 Competent Authority, which may be subject to reasonable fees and charges (as set out in Section 5.10).
- 11.4 **Information Security Requirements.** Section 6.1 of this Data Processing Addendum shall be deemed to apply to the requirements arising under the Regulations, as applicable to Customer Data but with necessary modifications to reflect the obligation in NIS2 to comply with implement appropriate security measures, in particular including measures to ensure the availability, integrity, and confidentiality of Customer Data.
- 11.5 **Use of Subcontractors.** Sections 8.1 and 8.2 of this Data Processing Addendum shall be deemed to apply, to the requirements arising under the Regulations but with necessary modifications to reflect obligations concerning supply chain management, as applicable.
- 11.6 **Incident Reporting.** In respect to significant incidents (as defined in NIS2 and its implementing regulation) IFS will comply with its notification obligations under NIS2, including as deemed appropriate notification to customers. Section 6.2 of this Data Processing Addendum shall be deemed to apply, with necessary modifications, to capture incidents concerning Customer Data in addition to Personal Data.

#### 2. Order of Precedence

- 2.1. The provisions of this Amendment shall amend and take precedence over the provisions of the DPA. Except as expressly amended, all terms and conditions of the DPA shall remain in full force and effect.



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Customer Name ("Customer")
Signed: _____
Print Name: _____
Job Title: _____
Date: _____

Industrial and Financial Systems, IFS UK Ltd
Signed: <small>DocuSigned by:</small> <u>Stephanie Poore</u>
Print Name: <u>Stephanie Poore</u>
Job Title: <u>Managing Director UKI</u>
Date: <u>March 4, 2025   2:23:45 PM GMT</u>

IFS France SAS
Signed: <small>DocuSigned by:</small> <u>Mathieu Daudigny</u>
Print Name: <u>Mathieu Daudigny</u>
Job Title: <u>Managing Director France &amp; Iberia</u>
Date: <u>mars 4, 2025   2:56:29 PM CET</u>

IFS Deutschland GmbH
Signed: <small>DocuSigned by:</small> <u>Robbert-Paul Piepot</u>
Print Name: <u>Robbert-Paul Piepot</u>
Job Title: <u>Finance Director</u>
Date: <u>maart 4, 2025   3:02:53 PM CET</u>

IFS Danmark A/S
Signed: <small>DocuSigned by:</small> <u>Ann-Kristin Sander</u>
Print Name: <u>Ann-Kristin Sander</u>
Job Title: <u>Managing Director Nordics</u>
Date: <u>March 4, 2025   2:56:21 PM CET</u>

IFS Finland Oy Ab
Signed: <small>DocuSigned by:</small> <u>Stefan Kaiser</u>
Print Name: <u>Stefan Kaiser</u>
Job Title: <u>CFO, Europe North Central</u>
Date: <u>March 4, 2025   10:34:13 AM EST</u>

IFS Sverige AB
Signed: <small>DocuSigned by:</small> <u>Jesper Alwall</u>
Print Name: <u>Jesper Alwall</u>
Job Title: <u>Director</u>
Date: <u>March 4, 2025   2:40:41 PM GMT</u>



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IFS Norge AS	
Signed:	<div>DocuSigned by: <i>Ann-Kristin Sander</i> C030A72F3C50671...</div>
Print Name: <u>Ann-Kristin Sander</u>	
Job Title: <u>Managing Director Nordics</u>	
Date: <u>March 4, 2025   2:56:21 PM CET</u>	

Industrial and Financial Systems, IFS Schweiz AG	
Signed:	<div>DocuSigned by: <i>Robbert-Paul Piepot</i> 5A2C35507E5047E...</div>
Print Name: <u>Robbert-Paul Piepot</u>	
Job Title: <u>Finance Director</u>	
Date: <u>maart 4, 2025   3:02:53 PM CET</u>	

Industrial and Financial Systems Central and Eastern Europe Sp. z o.o.	
Signed:	<div>DocuSigned by: <i>Marek Glazowski</i> 0330A70B0F9A131...</div>
Print Name: <u>Marek Glazowski</u>	
Job Title: <u>Managing Director EE</u>	
Date: <u>marca 4, 2025   3:50:40 PM CET</u>	

IFS Italia S.r.l	
Signed:	<div>DocuSigned by: <i>Jesper Alwall</i> 2A2C35507E5047E...</div>
Print Name: <u>Jesper Alwall</u>	
Job Title: <u>Director</u>	
Date: <u>March 4, 2025   2:40:41 PM GMT</u>	

LatinIFS Tecnologia da Informação Ltda	
Signed:	<div>DocuSigned by: <i>Falcao Oliveira</i> 70B833705F3C485...</div>
Print Name: <u>Falcao Oliveira</u>	
Job Title: <u>Presidente</u>	
Date: <u>março 7, 2025   9:41:56 AM BRT</u>	

IFS Applications Ibérica, S.A.U.	
Signed:	<div>DocuSigned by: <i>Mathieu Daudigny</i> 0A2C35507E5047E...</div>
Print Name: <u>Mathieu Daudigny</u>	
Job Title: <u>Managing Director France &amp; Iberia</u>	
Date: <u>mars 4, 2025   2:56:29 PM CET</u>	

IFS Benelux B.V.	
Signed:	<div>DocuSigned by: <i>Robbert-Paul Piepot</i> 5A2C35507E5047E...</div>
Print Name: <u>Robbert-Paul Piepot</u>	
Job Title: <u>Finance Director</u>	
Date: <u>maart 4, 2025   3:02:53 PM CET</u>	

IFS Benelux B.V. (Belgium Branch)	
Signed:	<div>DocuSigned by: <i>Robbert-Paul Piepot</i> 5A2C35507E5047E...</div>
Print Name: <u>Robbert-Paul Piepot</u>	
Job Title: <u>Finance Director</u>	
Date: <u>maart 4, 2025   3:02:53 PM CET</u>	



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IFS North America, Inc.	
Signed: <small>DocuSigned by:</small> <u>David Spencer</u>	
Print Name: <u>David Spencer</u>	
Job Title: <u>President, IFS North America</u>	
Date: <u>March 4, 2025   7:58:57 AM CST</u>	

IFS Canada, Inc.	
Signed: <small>DocuSigned by:</small> <u>David Spencer</u>	
Print Name: <u>David Spencer</u>	
Job Title: <u>President, IFS North America</u>	
Date: <u>March 4, 2025   7:58:57 AM CST</u>	

IFS Arabia for Information Technology	
Signed: <small>DocuSigned by:</small> <u>Mehmood Khan</u>	
Print Name: <u>Mehmood Khan</u>	
Job Title: <u>Managing Director</u>	
Date: <u>March 5, 2025   9:35:29 AM ARBST</u>	

IFS Research & Development Pvt Ltd	
Signed: <small>DocuSigned by:</small> <u>Ranil Rajapakse</u>	
Print Name: <u>Ranil Rajapakse</u>	
Job Title: <u>EVP &amp; COO</u>	
Date: <u>March 4, 2025   10:10:39 PM PST</u>	

IFS Australia Pty Ltd	
Signed: <small>DocuSigned by:</small> <u>Warren Zietsman</u>	
Print Name: <u>Warren Zietsman</u>	
Job Title: <u>Managing Director</u>	
Date: <u>March 10, 2025   5:59:09 PM AEDT</u>	

Application Software IFS South Africa (Pty) Ltd	
Signed: <small>DocuSigned by:</small> <u>Emma Murray</u>	
Print Name: <u>Emma Murray</u>	
Job Title: <u>Global VP Renewals</u>	
Date: <u>March 4, 2025   6:33:38 PM SAST</u>	

IFS Japan K.K	
Signed: <small>DocuSigned by:</small> <u>Vincent Carvalho</u>	
Print Name: <u>Vincent Carvalho</u>	
Job Title: <u>President APJMEA</u>	
Date: <u>March 4, 2025   9:49:00 AM EST</u>	



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IFS Middle East FZ-LLC	
Signed: <small>DocuSigned by:</small> <u>Mehmood Khan</u> <small>AB926D5C1CA72487</small>	
Print Name: <u>Mehmood Khan</u>	
Job Title: <u>Managing Director</u>	
Date: <u>March 5, 2025   9:35:29 AM ARBST</u>	

IFS Middle East LLC (IFS Oman)	
Signed: <small>DocuSigned by:</small> <u>Mehmood Khan</u> <small>AB926D5C1CA72487</small>	
Print Name: <u>Mehmood Khan</u>	
Job Title: <u>Managing Director</u>	
Date: <u>March 5, 2025   9:35:29 AM ARBST</u>	

IFS Solutions Asia Pacific Pte Ltd	
Signed: <small>DocuSigned by:</small> <u>Jeanette Jacobs</u> <small>07603F30C0731004</small>	
Print Name: <u>Jeanette Jacobs</u>	
Job Title: <u>Senior Strategic Partner Manager</u>	
Date: <u>March 12, 2025   11:07:26 AM EDT</u>	

IFS Solutions Malaysia Sdn Bhd	
Signed: <small>DocuSigned by:</small> <u>Jeanette Jacobs</u> <small>07603F30C0731004</small>	
Print Name: <u>Jeanette Jacobs</u>	
Job Title: <u>Senior Strategic Partner Manager</u>	
Date: <u>March 12, 2025   11:07:26 AM EDT</u>	

Industrial and Financial Systems India LLP (formerly Teknikringen Systems LLP)	
Signed: <small>DocuSigned by:</small> <u>Sunder Singh</u> <small>1D7483E08FBC0A4</small>	
Print Name: <u>Sunder Singh</u>	
Job Title: <u>SVP &amp; Chief Operating Officer   In</u>	
Date: <u>March 4, 2025   9:27:03 AM EST</u>	

Industrial and Financial Systems, IFS UK Ltd (Ireland Branch)	
Signed: <small>DocuSigned by:</small> <u>Stephanie Poore</u> <small>7D25FCC8A89A457</small>	
Print Name: <u>Stephanie Poore</u>	
Job Title: <u>Managing Director UKI</u>	
Date: <u>March 4, 2025   2:23:45 PM GMT</u>	