

Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) forms part of the Terms and Conditions, Master Services Agreement, or any other written or electronic agreement (“**Agreement**”) between **Mintly Ltd** (“**Processor**”) and the customer (“**Controller**”) for the use of Mintly’s Bank Validation Services and related software (“**Services**”).

1. Definitions

Unless otherwise defined in this Addendum, all capitalised terms have the meanings set out in the Agreement.

“**Controller**” means the entity that determines the purposes and means of processing Personal Data.

“**Processor**” means the entity that processes Personal Data on behalf of the Controller.

“**Data Protection Laws**” means all applicable laws relating to data protection and privacy, including the UK General Data Protection Regulation (“UK GDPR”), the Data Protection Act 2018, and, where applicable, the EU GDPR.

“**Personal Data**” means any information relating to an identified or identifiable natural person processed under this Addendum.

“**Sub-processor**” means any third party engaged by Mintly to process Personal Data on behalf of the Controller.

2. Purpose and Scope

2.1 This Addendum governs Mintly’s processing of Personal Data on behalf of the Controller in connection with the provision of the Services.

2.2 Mintly shall process Personal Data only:

- as necessary to provide and improve the Services;
- on the documented instructions of the Controller; and
- in accordance with applicable Data Protection Laws.

2.3 Mintly shall not process Personal Data for its own purposes or for any other purpose except as required by law.

2.4 This Addendum applies to all Personal Data processed by Mintly Ltd on behalf of the Controller in connection with the Services, whether such Services are provided under a paid subscription, a free trial, or through free tools made available on Mintly’s website. All users

who submit Personal Data to Mintly in any form shall be deemed Controllers for the purposes of this Addendum.

3. Nature and Duration of Processing

Subject matter: Provision of Bank Validation Services and related support.

Nature of processing: Storage, transmission, and validation of account and sort code data submitted by the Controller through the Services.

Duration: For the term of the Agreement and until all Personal Data is deleted or returned to the Controller.

Types of Personal Data: Bank account numbers, sort codes, and any other identifiers provided by the Controller.

Categories of Data Subjects: End users or customers of the Controller whose account details are validated using Mintly's Services.

4. Processor Obligations

Mintly shall:

4.1 Process Personal Data only on documented instructions from the Controller.

4.2 Ensure that persons authorised to process Personal Data are subject to confidentiality obligations.

4.3 Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption, access controls, and secure hosting.

4.4 Assist the Controller, insofar as possible, in fulfilling its obligations regarding:

- data subject rights (Articles 12–23 UK GDPR),
- security of processing (Article 32),
- data breach notifications (Articles 33–34), and
- data protection impact assessments (Articles 35–36).

4.5 Notify the Controller without undue delay after becoming aware of any Personal Data Breach.

4.6 Upon termination or expiry of the Agreement, delete or return all Personal Data at the Controller's request, unless retention is required by law.

5. Controller Obligations

The Controller shall:

- ensure that its instructions comply with Data Protection Laws;
- obtain all necessary consents and notices to allow lawful processing; and
- not instruct Mintly to process data unlawfully.

6. Sub-processing

6.1 Authorised Sub-processor.

Mintly engages only one sub-processor, **Amazon Web Services (AWS)**, for cloud hosting and infrastructure. AWS provides secure data storage and processing services located in the United Kingdom and/or the European Union.

6.2 Limited Sub-processing.

No personal data submitted via Mintly's Bank Validation Services is shared with any other third party. All customer data is processed and stored solely within Mintly's secure AWS environment.

6.3 Future Sub-processors.

If Mintly wishes to appoint an additional sub-processor, it shall notify the Controller in advance and provide details of the intended processing. The Controller may object to such appointment on reasonable data protection grounds within 14 days.

7. International Data Transfers

7.1 Mintly stores and processes all Personal Data within the United Kingdom or the European Union.

7.2 If Personal Data is transferred outside the UK or EEA, Mintly shall ensure such transfer complies with applicable Data Protection Laws, including the use of:

- UK Addendum to the EU Standard Contractual Clauses, or
- an adequacy decision under Article 45 UK GDPR.

8. Security

Mintly shall maintain appropriate technical and organisational measures to protect Personal Data, including:

- encryption in transit and at rest;
- secure access controls and authentication;

- network monitoring and intrusion detection;
- regular vulnerability assessments; and
- data minimisation and pseudonymisation where appropriate.

9. Data Subject Rights

Mintly shall promptly notify the Controller if it receives a request from a Data Subject regarding access, correction, erasure, restriction, portability, or objection to processing. Mintly shall not respond to such requests without the Controller's prior written consent, except to confirm receipt of the request.

10. Audit and Compliance

10.1 Mintly shall make available to the Controller all information necessary to demonstrate compliance with this Addendum.

10.2 Upon reasonable notice, the Controller may request an audit of Mintly's data protection practices. Any audit shall:

- be conducted no more than once per year;
- occur during normal business hours; and
- not unreasonably interfere with Mintly's operations.

11. Liability

Each party's liability under this Addendum shall be subject to the limitations and exclusions set out in the Agreement. Nothing in this Addendum limits either party's liability for breach of Data Protection Laws where such limitation is not permitted.

12. Termination

This Addendum shall automatically terminate upon the termination or expiry of the Agreement, provided that all processing of Personal Data by Mintly has ceased and all data has been deleted or returned.

13. Governing Law and Jurisdiction

This Addendum shall be governed by and construed in accordance with the **laws of England and Wales**, and each party submits to the exclusive jurisdiction of the **courts of England and Wales**.

Schedule 1 – Approved Sub-processors

Sub-processor	Location	Purpose	Safeguards
Amazon Web Services (AWS)	United Kingdom / European Union	Cloud hosting and infrastructure used to store and process customer data for the Mintly Services.	UK GDPR-compliant; UK Addendum to the EU Standard Contractual Clauses (where applicable).

Notes:

- No customer or end-user personal data submitted via Mintly's Bank Validation Services is shared with any other third party.
- All data processing and storage take place within Mintly's secure AWS environment.