

Medius DORA Addendum

The European Union's Digital Operational Resilience Regulation for the financial sector (2022/2554) ("**DORA**") imposes obligations on EU-regulated entities to manage information and communication technology (ICT) risk. This DORA Addendum applies exclusively to customers classified as "financial entities", as defined in DORA Article 2(1) points (a) to (t). By providing services to the Customer, Medius may be regarded as an ICT third-party service provider under DORA.

The purpose of this DORA Addendum is to ensure that the contractual provisions mandated by DORA are incorporated into the agreement between Medius and the Customer. This DORA Addendum supplements and forms part of the Medius Master Cloud Subscription and Services Agreement or any other written agreement between any company within the Medius Group and the Customer (the "Agreement"), except where the Agreement already complies with the DORA requirements. If the Agreement contains provisions that fully comply with DORA or offer more extensive rights and obligations, those provisions shall remain unaffected by this DORA Addendum.

1. Definitions

- 1.1. "**Applicable legislation**" refers to any applicable laws, statutes, regulations, regulatory rules, subordinate legislation, as well as any applicable standards, policies and guidance enforceable by law and/or stipulated as being mandatory by any regulatory authority, including but not limited to regulation (EU) 2022/2554 of the European Parliament and of the Council on digital operational resilience for the financial sector. Any terms used in this Addendum shall have the meaning ascribed to them in the Applicable legislation.
- 1.2. "**Customer**" refers to a customer of Medius who is also classified as a "financial entity", under DORA Article 2(1) points (a) to (t).
- 1.3. "**ICT Risk**" refers to any reasonably identifiable circumstance in relation to the use of network and information systems which, if materialised, may compromise the security of the Services or of network and information systems relevant to the Services or other operations or processes relevant to the Services by producing adverse effects in the digital or physical environment.
- 1.4. "**Medius**" refers to the Medius company with which Customer has entered into the Agreement.
- 1.5. "**Regulator**" refers to any European financial service regulator or national competent authority that has the monitoring or supervisory rights specified below over Customer and/or over Medius as the provider of the Services to Customer.
- 1.6. "**Services**" refers to the Cloud Services provided to Customer as further specified in the Agreement.

2. Compliance and Cooperation

- 2.1. Medius shall maintain up-to-date Service and service level description(s) of the Services during the Agreement term. These descriptions must always be available to the Customer and are considered to form part of the Agreement. The current Service and service level descriptions are set forth in the Agreement.

- 2.2. Medius agrees to fully cooperate with the Regulator, including persons appointed by them.
- 2.3. As appropriate, Medius shall participate in the Customers' ICT security awareness programmes and digital operational resilience training as required by Applicable legislation. Unless otherwise agreed, Medius may charge the Customer on an hourly basis for the work time used in the participation described in this clause.
- 2.4. Medius shall assist the Customer without undue delay in the event of any ICT incidents that have affected the operation of the Services to the Customer.

3. Service Location and Data

- 3.1. The locations, namely the regions or countries, where the Services are to be provided and where data is to be processed, including the storage location are as specified in the Agreement. Medius shall notify the Customer in writing in advance if it envisages changing such locations, following the agreed process set forth in the Data Processing Addendum that forms an integral part of the Agreement.
- 3.2. In addition to what is agreed in the Agreement, Medius undertakes to ensure the accessibility, availability, authenticity, integrity and confidentiality, privacy and safety of relevant data, including personal data in the context of providing the Services. Medius shall provide the Customer with information upon request on measures taken to address these requirements.
- 3.3. Medius undertakes to ensure access, recovery and return in an easily accessible format of personal and non-personal data of the Customer processed within the Services in the event of the insolvency, resolution or discontinuation of the business operations of the Service Provider, or in the event of the termination of the Agreement. If Customer requests Medius's assistance, Medius reserves the right to charge Customer standard time and materials rates for such work.

4. Termination Rights

- 4.1. In addition to the termination rights agreed in the Agreement, the parties agree that the Customer has the right to terminate the Agreement with immediate effect, or with a reasonable longer notice period of the Customer's choice, in any of the following circumstances:
 - a) significant breach by Medius of Applicable legislation or contractual terms;
 - b) circumstances identified during the monitoring of the ICT third-party risk that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the arrangement or the situation of Medius;
 - c) Medius's evidenced weaknesses pertaining to its overall ICT Risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;
 - d) upon request of a Regulator or where Customer is otherwise required to terminate the Agreement by Applicable law..

4.2. The Customer shall pay Medius all amounts due or that will fall due for the period up to the Cloud Service subscription term end date, which will become immediately due upon Customer exercising this termination right.

5. Miscellaneous

5.1 1 Unless specifically agreed otherwise, Medius shall be entitled to charge reasonable fees for all activities undertaken in the fulfilment of its obligations under this Addendum.

5.2 This Addendum shall remain in effect for the duration of the Agreement, including any subsequent renewal or extension thereof.

5.3 This Addendum shall be governed by and construed in accordance with the laws specified in the Agreement. Any disputes or disagreements shall be resolved in accordance with what is agreed in the Agreement.

Date: _____

Customer

Medius

Name:

Name:

