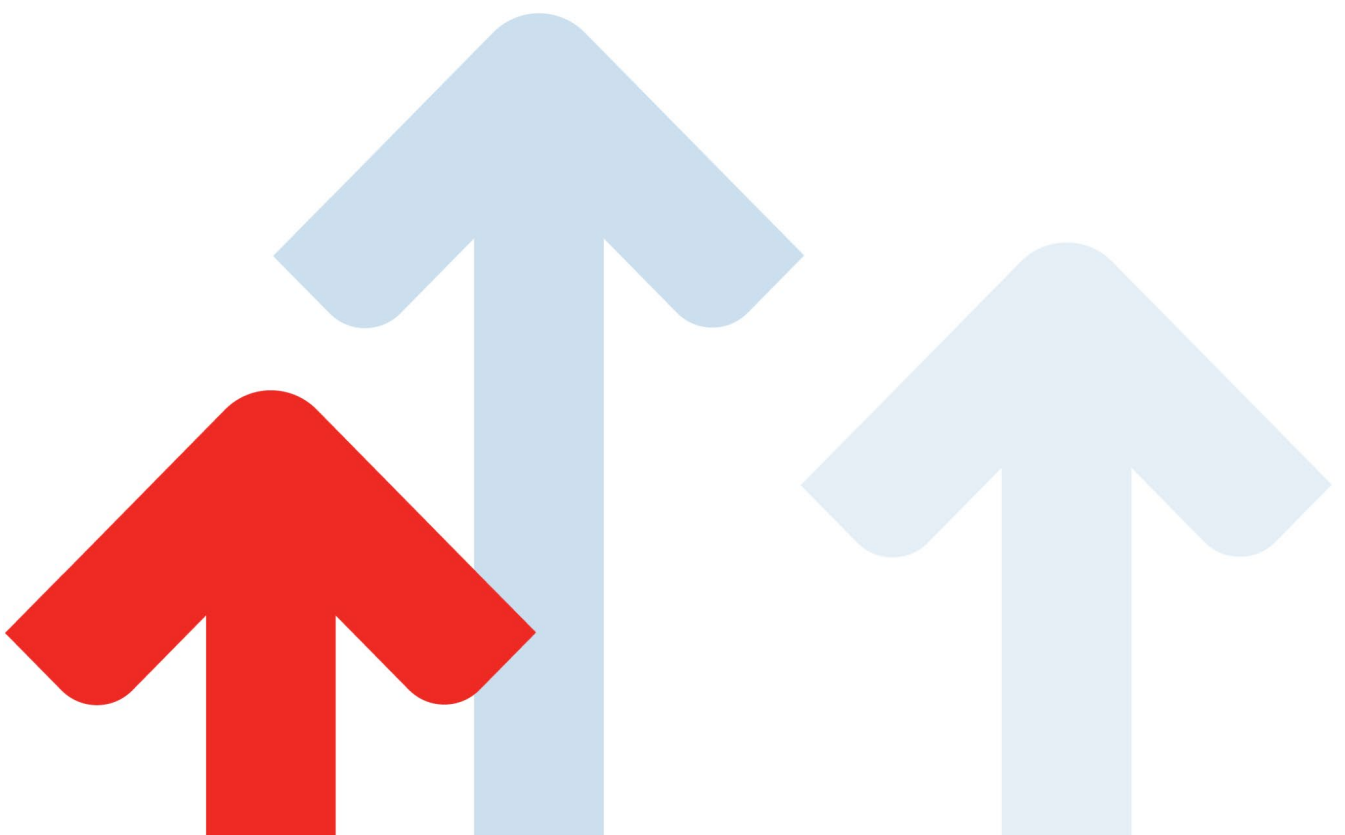


Data Privacy and Protection Policy



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POLICY

This Data Privacy & Protection Policy applies to Signifo Ltd applications and platform (collectively, the “Services”), gb.webexpenses.com/we/ and other interactions (e.g., customer service inquiries, user conferences, etc.) you may have with Signifo Ltd.

This Data Privacy & Protection Policy does not apply to any third-party applications or software that integrate with the Services through the Signifo Ltd platform (“Third Party Services”), or any other third-party products, services or businesses. In addition, a separate agreement governs delivery, access and use of the Services (the “Software as a Service Agreement”), including the processing of any messages, files or other content submitted through Services accounts (collectively, “Customer Data”).

The organisation (e.g., your employer or another entity or person) that entered into the Software as a Service Agreement (“Customer”) controls their instance of the Services and any associated Customer Data. If you have any questions about specific settings and privacy practices, please contact the Customer who has provided you with access to the Webexpenses Services.

INFORMATION WE COLLECT AND RECEIVE

Webexpenses Software may collect and receive Customer Data and other information and data (“Other Information”) in a variety of ways:

Customer Data: Customers or individuals granted access to Webexpenses services (application and mobile) by a Customer (“Authorised User”) routinely submit Customer Data to Webexpenses Software when using the Services.

Other Information: Webexpenses Software also collects, generates and/or receives Other Information:

Services Metadata: When an Authorised User interacts with the Services, metadata is generated that provides additional context about the way Authorised Users work. For example, Webexpenses Software logs the features, content and links you interact with, and activity logs for all actions (e.g. assignment, modification, edit, copy, delete) taken by Authorised users when interacting with the Services.

Log data: As with most websites and technology services delivered over the Internet, our servers automatically collect information when you access or use our Websites or Services and record it in log files. This log data may include the Internet Protocol (IP) address, the address of the web page visited before using the Website or Services, browser type and settings, the date and time the Services were used, information about browser configuration and plugins, language preferences and cookie data.

Device information: W Software collects information about devices accessing the Services, including type of device, what operating system is used, device settings, application IDs, unique device identifiers and crash data. Whether we collect some or all of this Other Information often depends on the type of device used and its settings.

Location information: If opted in by the customer we use an IP Geolocation database to power a Geolocation widget that shows the administrators and account users a visualisation of the claimant’s location at the point of claim creation.

- II. Cookie Information. Webexpenses Software uses cookies and similar technologies in our Websites and Services that help us collect Other Information. The Websites and Services may also include cookies and similar tracking technologies of third parties, which may collect Other Information about you via the Websites and Services and across other websites and online services.
- III. Third Party Data. Webexpenses Software may receive data about organisations, industries, Website visitors, marketing campaigns and other matters related to our business from parent corporation(s), affiliates and subsidiaries, our partners or others that we use to make our own information better or more useful.
- IV. Referral Data: Webexpenses software invites its users to provide details of their contacts under its referral scheme. We may get in touch with those referred to see if they would be interested in our Services.
- V. This data may be combined with Other Information we collect and might include aggregate level data, such as which IP addresses correspond to zip codes or countries. Or it might be more specific: for example, how well an online marketing or email campaign performed. Additional Information Provided to Webexpenses Software. We receive Other Information when submitted to our Websites or if you participate in a focus group, contest, activity or event, apply for a job, request support, interact with our social media accounts or otherwise communicate with Webexpenses Software.

Generally, no one is under a statutory or contractual obligation to provide any Customer Data or Other Information (collectively, "Information"). However, certain Information is collected automatically and, if some Information, such as basic user profile level information (e.g. name, email address), is not provided, we may be unable to provide the Services.

HOW WE USE INFORMATION

Customer Data will be used by Webexpenses Software by Customer's instructions, including any applicable terms in the Software as a Service Agreement and Customer's use of Services functionality, and as required by applicable law.

Webexpenses Software is a processor of Customer Data and Customer is the controller. Customers may, for example, use the Services to grant and remove access to the application, assign roles and configure settings, access, modify, export, share and remove Customer Data and otherwise apply its policies to the Services.

Webexpenses Software uses Other Information in furtherance of our legitimate interests in operating our Services, Websites and business. More specifically, Webexpenses Software uses Other Information:

- To provide, update, maintain and protect our Services, Websites and business. This includes the use of Other Information to support the delivery of the Services under a Software as a Service Agreement, prevent or address service errors, security or technical issues, analyse and monitor usage, trends and other activities or at an Authorised User's request.
- As required by applicable law, legal process or regulation.
- To communicate with you by responding to your requests, comments and questions. If you contact us, we may use your Other Information to respond.
- To develop and provide additional features and improvements to functionality. Webexpenses Software tries to make the Services as useful as possible for our Customers and their Authorised Users. For example, we may improve search functionality by using Other Information to help determine and rank the relevance of content, channels or expertise to an Authorised User, make Services suggestions based on historical use and predictive models, identify organisational trends and insights, to customise a Services experience or create new features or improvements or develop new products.
- To send emails and other communications. We may send you service, technical and other administrative emails, messages and other types of communications. We may also contact you to inform you about changes in our Services, our Service offerings, and important Services-related notices, such as security and fraud notices. These communications are considered part of the Services and you may not opt out of them. In addition, we sometimes send emails about new product features, promotional communications or other news about Webexpenses Software. These are marketing messages so you can control whether you receive them.
- For billing, account management and other administrative matters. Webexpenses Software may need to contact you for invoicing, account management and similar reasons and we use account data to administer accounts and keep track of billing and payments.
- To investigate and help prevent security issues and abuse.

If Information is aggregated or de-identified so it is no longer reasonably associated with an identified or identifiable natural person, Webexpenses Software may use it for any business purpose. To the extent Information is associated with an identified or identifiable natural person and is protected as personal data under applicable data protection law, it is referred to in this Data Privacy & Protection Policy as “Personal Data.”

DATA RETENTION

Webexpenses Software will retain Customer Data by a Customer’s instructions, including any applicable terms in the Software as a Service Agreement and Customer’s use of Services functionality, and as required by applicable law.

Webexpenses Software may retain Other Information about you for as long as necessary for the purposes described in this Data & Protection Privacy Policy. This may include keeping your Other Information after you have deactivated your account for the period needed for Webexpenses Software to pursue legitimate business interests, conduct audits, comply with (and demonstrate compliance with) legal obligations, resolve disputes and enforce our agreements.

HOW WE SHARE AND DISCLOSE INFORMATION

This section describes how Webexpenses Software may share and disclose Information. Customers determine their policies and practices for the sharing and disclosure of Information, and Webexpenses Software does not control how they or any other third parties choose to share or disclose Information.

- **Customer’s Instructions:** Webexpenses Software will solely share and disclose Customer Data by a Customer’s instructions, including any applicable terms in the Software as a Service Agreement and Customer’s use of Services functionality, and in compliance with applicable law and legal process.
- **Customer Access:** Owners, administrators, Authorised Users and other Customer representatives and personnel may be able to access, modify or restrict access to Other Information. This may include, for example, an Authorised User’s email address which could be made visible to other Authorised Users within the Customer, or restricted to specific roles (e.g. manager or company admin) or security profiles.
- **Third-Party Service Providers and Partners:** We may engage third-party companies or individuals as service providers or business partners to process Other Information and support our business. These third parties may, for example, provide virtual computing and storage services. Additional information about the subprocessors we use to support the delivery of our Services is set forth within the section “Subprocessors”.
- **During a Change to Webexpenses Software’s Business:** If Webexpenses Software engages in a merger, acquisition, bankruptcy, dissolution, reorganisation, sale of some or all of Webexpenses Software’s assets or stock, financing, public offering of securities, acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g. due diligence), some or all Other Information may be shared or transferred, subject to standard confidentiality arrangements.
- **Aggregated or De-identified Data:** We may disclose or use aggregated or de-identified Other Information for any purpose. For example, we may share aggregated or de-identified Other Information with prospects or partners for business or research purposes, or as part of new product offerings or features provided to Customers which provide anonymised benchmark metrics for comparative performance between Customers.
- **To Comply with Laws:** If we receive a request for information, we may disclose Other Information if we reasonably believe disclosure is by or required by any applicable law, regulation or legal process. This may include the Notifiable Data Breaches (NDB) scheme contained within the Australian Privacy Act and data breach notification provisions contained within the United Kingdom and/or European Economic Area General Data Protection Regulation (GDPR). For example, where Personal or Sensitive Information is lost or subject to unauthorised access or disclosure and will likely result in serious harm to an individual/risk to the rights and freedoms of natural persons, Webexpenses Software will take appropriate response action by applicable law.

- **To enforce our rights, prevent fraud, and for safety:** To protect and defend the rights, property or safety of Webexpenses Software or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or security issues.
- **With Consent:** Webexpenses Software may share Other Information with third parties when we have consent to do so.

SECURITY

Webexpenses Software takes security of data very seriously. We take all reasonable steps to ensure that all Customer Data and Other Information is secure and protected from misuse, loss and unauthorised access and modification. To learn more about current practices and policies regarding security and confidentiality of the Services, please refer to your Software as a Service Agreement, contact your Webexpenses Software Account Manager or contact us at data.protection@webexpenses.com

CHANGES TO THIS POLICY

Webexpenses Software may change this Policy from time to time. Laws, regulations and industry standards evolve, which may make those changes necessary, or we may make changes to our business. We will post the changes to this policy on the Webexpenses Software website and encourage you to review our Data Privacy & Protection Policy to stay informed. If we make changes that materially alter your privacy rights, Webexpenses Software will provide additional notice, such as via email or through the Services. If you disagree with the changes to this Data Privacy & Protection Policy, Customers may speak with their Webexpenses Software Account Manager or contact us at data.protection@webexpenses.com

DATA PROTECTION OFFICER

To communicate with our Data Protection Officer, please email data.protection@webexpenses.com

YOUR RIGHTS

Individuals located in certain countries, including the European Economic Area, have certain statutory rights about their data. Subject to any exemptions provided by law, you may have the right to request access to Information, as well as to seek to update, delete or correct this Information. You can usually do this using the settings and tools provided in your Authorised User account.

Customers determine their own policies to control the level of access Authorised Users have to directly update or correct information contained within Webexpenses Webexpenses services (application and mobile). In circumstances where Authorised Users do not have permission to make updates or corrections directly, they may contact the Customer to request the update, correction or removal of Personal Data under their control. Webexpenses Software personnel have limited ability to access Customer Data. If you wish to make your request directly to Webexpenses, please provide the name of the Webexpenses Software Customer who submitted your data on our solution. We will refer your request to that Customer and will support them as needed in responding to your request within a reasonable timeframe.

To the extent that Webexpenses Software's processing of your Personal Data is subject to the General Data Protection Regulation, Webexpenses Software relies on its legitimate interests, described above, to process your data. Webexpenses Software may also process Other Information that constitutes your Data for direct marketing purposes and you have a right to object to Webexpenses Software's use of your Personal Data for this purpose at any time.

SUBPROCESSORS

Webexpenses Software uses certain subprocessors to assist in providing its Services. It works with service providers that have or may have access to or process Webexpenses Software's customer data.

Before engaging any sub-processors, Webexpenses Software performs strict due diligence to ensure our customer data remains secure and protected, including ensuring our subprocessors satisfy equivalent contractual obligations as those required from Webexpenses Software as a Processor.

The list of subprocessors used by Webexpenses Software is published on our public website at <https://www.webexpenses.com/subprocessors/>