

Vendor Data Processing Agreement

This Data Processing Agreement, including Schedules 1, 2, 3, 4, and 5, attached hereto and hereby incorporated by this reference (together, this "DPA") is entered into effect as of the signature date below (the "Effective Date"), between Pantheon Systems, Inc., a Delaware corporation ("Pantheon") with its principal place of business at 717 California Street, 3rd Floor, San Francisco, California 94108 and the "Vendor" with legal name and principal place of business as stated in the signature field. Pantheon and Vendor are sometimes referred to herein each as a "Party" and together as the "Parties."

In consideration of the mutual promises, covenants, and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto further agree as follows:

1. Definitions. When used in this DPA, the terms set forth below and those defined throughout the DPA when initially capitalized shall have the meanings ascribed to them.

1.1 "California Consumer Privacy Act of 2018" or "CCPA" means the California Consumer Privacy Act of 2018, as amended from time to time (Cal. Civ. Code §§ 1798.100 to 1798.199).

1.2 "Commercial Purpose" means to advance a person's commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction.

1.3 "Controller" means the entity that determines the purposes and means of the Processing of Personal Data. In this DPA, Pantheon is the Controller. Under the CCPA, Controller is referred to as "Business."

1.4 "Business Purpose" means use of Personal Information for Pantheon's or Vendor's operational purposes, or other notified purposes, provided that the use of Personal Information is reasonably necessary and proportionate to achieve the operational purpose for which the Personal Information was collected or processed or for another operational purpose that is compatible with the context in which the Personal Information was collected. Business Purpose may be stated in the agreement entered into by the Parties for Vendor's services ("Agreement") or may be listed in Schedule 1.

1.5 "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Economic Area (the "EEA"), Switzerland, the United Kingdom (the "UK"), and the United States of America (the "U.S.A.") applicable to the Processing of Personal Data for Business Purpose, including GDPR and CCPA, and to the extent applicable, the data protection or privacy laws of any other country.

1.6 "Data Subject" means (i) an identified or identifiable natural person who is in the EEA, the Switzerland, the UK, or whose rights are protected by the GDPR; or (ii) a "Consumer" as the term is defined in the CCPA.

1.7 "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.8 "Pantheon Data" means information and data, including Personal Data, (i) acquired from or provided by Pantheon; or (ii) otherwise acquired by Vendor in the course of Vendor's performance of the services for Pantheon. Pantheon Data does not include Vendor Data.

1.9 "Personal Data" or "Personal Information" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

1.10 "Processing" or "Process" mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, storage, retrieval, use, organization, recording, adaptation, alternation, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.11 "Processor" means the entity which Processes Personal Data on behalf of the Controller. In this DPA, Vendor is the Processor.

1.12 "Restricted Transfers" means either (i) a transfer of Personal Data from Pantheon to Vendor; or (ii) an onward transfer of Personal Data from Vendor to a Sub-Processor, or between two establishments of Vendor or of a Sub-Processor; in each case, where such transfer would be prohibited by Data Protection Laws and Regulations in the absence of the Standard Contractual Clauses or other transfer mechanism permitted by applicable Data Protection Laws and Regulations.

1.13 "Services" mean services that Vendor provides to Pantheon in accordance with the Business Purpose.

1.14 "Service Provider" is as defined in CCPA Section 1798.140(v).

1.15 "Standard Contractual Clauses" or "SCC" mean the agreement for the transfer of Personal Data to processors established in third countries that do not ensure an adequate level of data protection, attached hereto as Schedule 5, pursuant to the European Commission's decision of 5 February 2010 on Standard Contractual Clauses as amended 27 June 2021.

1.16 "Sub-Processor" or "Sub-Service Provider" means an entity engaged by a Processor who agrees to receive from the Processor Personal Data exclusively intended for the processing activities to be carried out as part of the services.

1.17 "Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

1.18 "Vendor Data" means all information and data Vendor has acquired from a source other than Pantheon.

2. Data Processing

2.1 Roles of the Parties. For purposes of this DPA, Pantheon may act as a Controller (or Business) or it may act as a Processor (or Service Provider) of one of its customers. Vendor therefore acknowledges that it may act as a Processor or Service Provider of Pantheon or a Sub-Processor or Sub-Service Provider of Pantheon. Where Pantheon acts as a Processor, Pantheon is obligated contractually and/or under Data Protection Laws and Regulations to flow down certain data protection related obligations to its appointed Sub-processors. Therefore all obligations placed on Processors in this DPA shall apply to Vendor regardless of whether Vendor acts as a Processor or Sub-Processor.

2.2 Pantheon's Processing of Personal Data. Pantheon shall Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Pantheon's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations.

2.3 Vendor's Processing of Pantheon Data. Vendor shall Process Pantheon Data in accordance with the requirements of Data Protection Laws and Regulations. Vendor shall treat Pantheon Data confidentially, and shall only Process Pantheon Data on behalf of and in accordance with Pantheon's instructions for the following purposes: (i) Processing in accordance with the Business Purpose; and (ii) Processing to comply with other reasonable instructions provided by Pantheon (e.g., via email) where such instructions are consistent with the Business Purpose.

2.4 Details of the Processing

a. The subject matter of Processing of Pantheon Data by Vendor is the performance of the Services consistent with the Business Purpose. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data, and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Details of the Processing) to this DPA.

b. Annually, Vendor will certify to Pantheon that Vendor has Processed Personal Data and Pantheon Data received from Pantheon in accordance with the CCPA, in the form provided in Schedule 4.

2.5 Vendor obligations under CCPA. Pantheon discloses Pantheon Data that includes Personal Data to Vendor solely for the Business Purpose. Vendor is prohibited from: (i) selling Personal Data; (ii) retaining, using, or disclosing Personal Data for a Commercial Purpose other than providing Services under Business Purpose; and (iii) retaining, using, or disclosing the Personal Data outside of the Business Purpose. Vendor understands the restrictions and prohibitions underlined in this Section 2.5.

3. Rights of Data Subjects. To the extent legally permitted, Vendor shall promptly notify Pantheon if Vendor receives a request from a Data Subject to exercise a right of the Data Subject under GDPR or CCPA. The rights under GDPR include the following: right of access,

right to rectification, erasure (“right to be forgotten”), restriction of Processing, data portability, right to object to the Processing, or right not to be subject to an automated individual decision- making, including profiling (“**GDPR Data Subject Request**”). The rights under CCPA include the following: right to notice, right to access, right to opt-out, right to deletion, and right to equal services and prices (“**CCPA Data Subject Request**”). Taking into account the nature of the Processing, Vendor shall assist Pantheon by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Pantheon’s obligation to respond to the appropriate data subject request (GDPR Data Subject Request or CCPA Data Subject Request) under Data Protection Laws and Regulations.

4. Vendor Personnel

4.1 Confidentiality. Without prejudice to any existing contractual arrangements between the Parties, Vendor shall treat all Pantheon Data as confidential and shall ensure that its employees, agents or contractors engaged in the Processing of Pantheon Data are informed of the confidential nature of Pantheon’s Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Vendor shall ensure that such confidentiality obligations survive the termination of this DPA.

4.2 Reliability. Vendor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Vendor who may have access to Pantheon Data.

4.3 Limitation of Access to Pantheon Data including Personal Data. Vendor shall take reasonable steps to ensure that access to Pantheon Data is limited to those individuals who need to know or need to access the relevant Pantheon Data, as strictly necessary for Business Purpose, and to comply with applicable Data Protection Laws and Regulations in the context of that individual’s duties to Vendor.

5. Sub-Processing

5.1 Appointment of Sub-Processors. Pantheon acknowledges and agrees that Vendor may engage third- party Sub-Processors only in accordance with this DPA. Further, Vendor must ensure that it has a written data protection agreement about Processing Pantheon Data with each Sub-Processor, which should be no less protective than this DPA and should include terms that meet the requirements of Article 28(3) of the GDPR and applicable provisions under CCPA, to the extent applicable to the Business Purpose.

5.2 List of Current Sub-Processors. Vendor shall make available to Pantheon the current list of Sub- Processors that will process Personal Data for the Business Purpose in the form attached hereto as Schedule 3. Vendor shall keep this list updated. Pantheon reserves the right to object to any current Sub-Processors, and Vendor shall promptly replace such current Sub-Processors in consultation with Pantheon.

5.3 Notification of New Sub-Processors. Vendor may engage a new Sub-Processor only upon giving Pantheon prior written notice of the appointment of the new Sub-Processor including details of the Processing to be undertaken by the Sub-Processor, and provide Pantheon an opportunity to object to the appointment of the new Sub-Processor. If Vendor fails to inform Pantheon about the appointment of the new Sub-Processor within ninety (90) days, Pantheon reserves the right to terminate the underlying Agreement, if any, and this DPA without prejudice to any fees incurred by Pantheon from the date of appointment of the new Sub-Processor.

5.4 Approving Sub-Processors. Pantheon may object to Vendor’s use of a Sub-Processor by notifying Vendor. In the event Pantheon objects to a Sub-Processor, Vendor shall work with Pantheon in good faith to make available a commercially reasonable change in the provision of the Services which avoids the Processing of Personal Data by the objected-to Sub-Processor. If Vendor is unable to find a suitable Sub- Processor, Pantheon may suspend or terminate the underlying Agreement, if any, and this DPA without prejudice to any fees incurred by Pantheon prior to suspension or termination.

5.5 Sub-Processor Compliance. Vendor shall ensure that each Sub-Processor performs the obligations under Sections 2 (Data Processing), 3 (Rights of Data Subjects), 4 (Vendor Personnel), 6 (Security), 7 (Return and Deletion of Pantheon Data) and 8 (Data Protection Impact Assessment), as they apply to Processing of Personal Data carried out by that Sub-Processor, as if it were party to this DPA in place of Vendor. Vendor agrees to indemnify, defend, and hold Pantheon and its directors, officers, employees, lawyers, successors, assigns, agents, and affiliates against any and all claims, demands, actions, causes of action, lawsuits, judgments, costs, expenses, attorney and expert witness fees, and other liabilities of every nature, arising out of or related to Sub-Processor’s act, error, or omission in complying with applicable data processing agreement/addendum.

6. Security

6.1 Controls for the Protection of Pantheon Data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, without prejudice to any other security standards agreed upon by the Parties, Vendor shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to Pantheon Data); confidentiality; and integrity of Pantheon Data. Vendor shall regularly monitor compliance with these measures. Vendor will not materially decrease the overall security of the Services as long as the Vendor is Processing Personal Data.

6.2 Audits. At Pantheon's written request, Vendor: (a) shall annually conduct regular audits of its security through independent third-party auditors, and (b) subject to the confidentiality provisions set forth in this DPA, make available to Pantheon (or Pantheon's independent third-party auditor) information regarding its compliance with the obligations set forth in this Section 6, including results of the security audit, at Vendor's cost.

6.3 Security Incident Management and Notification. Vendor shall have in place an appropriate written security policy with respect to the Processing of Personal Data. Vendor shall notify Pantheon without undue delay, which shall under any circumstances not exceed twenty-four (24) hours of becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Pantheon Data, including Personal Data, transmitted, stored, or otherwise Processed by Vendor, or its Sub-Processors, of which Vendor becomes aware (a "Security Incident"). Vendor shall keep Pantheon informed of all material developments in connection with the Security Incident, and cooperate with Pantheon and shall take such reasonable and necessary steps as are directed by Pantheon to assist in the investigation, mitigation and remediation of each Security Incident.

6.4 Notifications. Any notification to Pantheon pursuant to Section 6.3 shall at a minimum contain:

- a. a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
- b. the name and contact details of Vendor's data protection officer or another contact point where more information can be obtained;
- c. a description of the likely consequences of the Security Incident; and
- d. a description of the measures taken or proposed to be taken by Vendor to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

7. Return and Deletion of Pantheon Data

7.1 Vendor's and Sub-Processor's Return and Deletion of Pantheon Data. At the discretion of Pantheon, upon termination of this DPA and/or the Agreement, upon Pantheon's written request, or upon fulfillment of all purposes agreed to in the context of the Services whereby no further Processing is required, Vendor shall either delete, destroy or return all Pantheon Data to Pantheon and securely destroy or return any existing copies. Vendor shall notify its Sub-Processors of the termination of the DPA or cessation of Processing and shall ensure that all such third parties shall either securely destroy Pantheon Data or return the Pantheon Data to Pantheon, at the discretion of Pantheon.

7.2 Vendor's Retention of Personal Data. Vendor may retain certain Personal Data to the extent required by applicable Data Protection Laws and Regulations. If retention is legally required, Vendor shall adequately protect the confidentiality of all such Personal Data, and provided further that Vendor shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Data Protection Laws and Regulations requiring its storage, and for no other purpose.

7.3 Written Certification. Vendor shall provide to Pantheon written certification that Vendor has fully complied with this Section 7 within fifteen (15) calendar days of termination of or fulfillment of the Business Purpose.

8. Data Protection Impact Assessment. Upon Pantheon's request, Vendor shall provide Pantheon with reasonable cooperation and assistance needed to fulfill Pantheon's obligation under the GDPR to carry out a data protection impact assessment related to Pantheon's use of the Services, to the extent that Pantheon does not otherwise have access to relevant information and to the extent such information is available to Vendor. Vendor shall provide reasonable assistance to Pantheon in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 8, to the extent required under the GDPR.

9. Assistance to Pantheon. Vendor shall make available to Pantheon all information necessary to demonstrate compliance with Vendor's obligations under Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Pantheon or another auditor mandated by Pantheon.

10. Restricted Transfers. For the transfer of Personal Data from the EEA and Switzerland to the U.S. or any other "third country" as noted in the GDPR, Pantheon adheres to the Standard Contractual Clauses, a form is set forth in **Schedule 5** to this DPA, as the transfer mechanism Vendor will comply with the appropriate transfer mechanism to transfer Personal Data out of the EEA and Switzerland, including, but not limited to, applying physical, organizational and technological controls.

11. General Terms

11.1 Interpretation. This DPA sets forth the entire agreement and understanding of the Parties, and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them, relating to the specific subject matter herein. No modification, amendment, or any waiver of any rights regarding this DPA shall be effective unless in writing signed by both Parties. No provision in any written order, purchase order or similar document submitted by Vendor hereunder shall in any way modify or append this DPA. All capitalized terms not defined herein shall have the meaning set forth in the applicable Data Protection Laws and Regulations. If any portion of this DPA is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this DPA shall be deemed to be, and shall remain, fully valid and enforceable and shall not affect any other term or provision. This DPA shall be interpreted and construed as if such invalid, illegal or unenforceable term had never been contained herein. When necessary for appropriate meaning, a plural shall be deemed to be the singular, a singular shall be deemed to be the plural, and a gender-neutral term shall be deemed feminine or masculine. Section headings are for convenience only and shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this DPA or any part thereof nor shall such captions otherwise be given any legal effect. This DPA shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this DPA. When used in this DPA, "including" shall mean "including, but not limited to." This DPA shall be binding upon and inure to the benefit of the Parties, and their respective heirs, permitted assigns, successors-in-interest, and legal representatives. This DPA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this DPA by facsimile, electronic mail as an attached file (e.g. .pdf), or by any other electronic means (e.g. DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this DPA's validity.

11.2 Liability and Indemnity. Vendor shall indemnify and hold Pantheon harmless against all claims, actions, third party claims, losses, damages and expenses incurred by Pantheon and arising directly or indirectly out of or in connection with a breach of this DPA and/or the Applicable Data Law by Vendor or its Sub-Processor (as mentioned in Section 5.5).

11.3 Modifications due to changes in Data Protection Laws. Pantheon may give Vendor at least thirty (30) calendar days' written notice to propose variations to this DPA that Pantheon reasonably considers to be necessary to address the requirements of any Data Protection Laws and Regulations. Upon receiving such notice, Vendor shall promptly discuss the proposed variations with Pantheon. The Parties shall negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the notice as soon as is reasonably practicable.

11.4 Governing Law and Venue. Without prejudice to clauses 7 (Mediation and Jurisdictions) and 9 (Governing Law) of the Standard Contractual Clauses, this DPA shall be exclusively interpreted, construed and enforced under California (U.S.A.) law without reference to its choice of law rules and, if any federal right violation is alleged, the laws of the United States of America. Venue for any court action arising out of or relating to this Agreement shall be exclusively brought in the appropriate state court in the California Superior Court located in the City and County of San Francisco or any federal court in the Northern District of California and the Parties irrevocably consent to the jurisdiction of such courts for any permitted court action on any obligation hereunder, unless otherwise required by applicable Data Protections Laws and Regulations.

11.5 Assignment. This DPA and the respective rights and obligations arising out of it shall not be assigned or transferred by Vendor, or to or by any third party under any circumstances, including by court order, operation of law, statute, regulation, ordinance, or otherwise, without Pantheon's prior express written consent. Vendor shall notify Pantheon H promptly in writing of any change of ownership of Vendor or of any sale of all or substantially all of Vendor's assets. Vendor acknowledges that any change of ownership, sale of all or substantially all of Vendor's assets, or attempted assignment by Vendor of this Agreement, or any part thereof, without Pantheon's prior written consent is expressly prohibited, shall be null and void from the beginning and may result in

immediate termination of this Agreement by Pantheon. Pantheon may assign or otherwise transfer its rights and obligations to successors-in-interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof. Subject to the foregoing restrictions on assignment, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns.

11.6 Order of Precedence. If there is a conflict between this DPA related to the GDPR and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

By signing below, each Party acknowledges that it has read, understood and agrees to be bound by the terms and conditions of this DPA and that the person signing is duly authorized to do so.

| | |
|--|--|
| <p>Pantheon Systems, Inc.</p> <p>“Pantheon ”</p> <p>By: Name: Title: Date:</p> | <p>VENDOR</p> <p>Vendor Legal Name:</p> <p>By: Name: Title: Date:</p> |
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SCHEDULE 1

Business Purpose

SCHEDULE 2

Details of the Processing

Nature and Purpose of Processing:

Vendor will Process Personal Data as necessary to perform the Services pursuant to the Agreement and applicable order form(s), or Schedule 1, as applicable, and as further instructed by Pantheon in its use of the Services.

Duration of Processing:

Vendor will Process Pantheon Data for the duration of the Agreement, unless otherwise agreed upon in writing by the parties.

Categories of Data Subjects:

The Personal Data transferred concern the following categories of data subjects:

- Employees, agents, advisors, contractors, and freelancers of Vendor, who are natural persons.
- Vendors, business partners, vendors and subcontractors of Vendor, who are natural persons.
- Employees or contact persons of Vendor's customers, business partners, vendors and subcontractors.

Type of Personal Data:

The Personal Data transferred concern the following types of data:

- Name (first, last, middle, nickname etc.)
- Contact information (email, phone, physical address)
- **[INCLUDE ADDITIONAL CATEGORIES OF DATA PROCESSED BELOW]**

SCHEDULE 3

List of Current Sub-Processors

SCHEDULE 4

Certification Of Compliance With Data Processing Agreement

(CCPA)

The "**Vendor**" with its principal place of business as provided in the signature field below hereby certifies as follows:

1. Vendor and Pantheon Systems, Inc. ("**Pantheon**") executed a Data Processing Agreement ("**DPA**") on the signature date below
2. In accordance with Section 1798.140(w)(2)(B) of the California Consumer Privacy Act ("**CCPA**"), Service Provider certifies that it will comply with the terms and conditions of the Addendum. Service Provider specifically represents and warrants that:
 - a. comply with the applicable CCPA provisions, as amended from time to time, in the Processing of Personal Information;
 - b. Process Personal Information only on behalf of Pantheon and pursuant to Pantheon's instruction for the specific purpose of performing the Services in the Agreement;
 - c. shall not retain, use, or disclose Personal Information for any other purpose other than for the specific purpose of performing the services specific in the Agreement; including for a Business Purpose;
 - d. shall not further Collect, Sell, or use Personal Information without Pantheon's prior express written consent, and only as necessary to perform the Business Purpose.
3. Service Provider represents and warrants that it shall immediately notify the Pantheon in writing, if it:
 - a. determines or reasonably suspects its inability to comply with its obligation set forth in the Data Processing Agreement;
 - b. cannot ensure compliance with the Pantheon's instructions for use of Personal Information.
 - c. Upon any such notice to the Pantheon, Service Provider shall immediately cease all use of Personal Information hereunder, and Pantheon is entitled to suspend to terminate the Data Processing Agreement.

"VENDOR" or "SERVICE PROVIDER"

Vendor Legal Name:

Signature:

Signatory Name:

Address:

Date:

STANDARD CONTRACTUAL CLAUSES

Controller to Processor

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

(General Data Protection Regulation) (^[1]) for the transfer of data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);

(iii) Clause 9(a), (c), (d) and (e);

(iv) Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation

(EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information,

including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject

shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a

third party located outside the European Union (^[2]) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

(a) **OPTION 1: SPECIFIC PRIOR AUTHORISATION** The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least [*Specify time period*] prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least [*Specify time period*] in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. ^[3] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the

right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body () at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

1. [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in

accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III - LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination- including those requiring the disclosure of data to public authorities or authorising access by such authorities - relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (^[5]);
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including

measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to

paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV - FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to

ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

[OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of _____ (*specify Member State*).]

[OPTION 2: These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of _____ (*specify Member State*).]

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of _____ (*specify Member State*).
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: _____

Address: _____

Contact person's name, position and contact details: _____

Activities relevant to the data transferred under these Clauses:

Signature and date: _____

Role (controller/processor):

2. ...

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: _____

Address: _____

Contact person's name, position and contact details: _____

Activities relevant to the data transferred under these Clauses:

Signature and date: _____

Role (controller/processor):

2. ...

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

...

Categories of personal data transferred

...

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

...

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

...

Nature of the processing

...

Purpose(s) of the data transfer and further processing

...

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

...

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

...

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

...

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing,

and the risks for the rights and freedoms of natural persons.

[Examples of possible measures:

Measures of pseudonymisation and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for ensuring system configuration, including default configuration

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure]

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter...

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2. ...

[1] Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

[2] The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

[3] This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

[4] The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

[5] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities,

or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.