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ANNEX

**ANNEX**

*to the*

**COMMISSION IMPLEMENTING DECISION**

**on standard contractual clauses for the transfer of personal data to third countries  
pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council**

*Ref: LivingMetrics™ - SSCs - 2025*

## ANNEX

### STANDARD CONTRACTUAL CLAUSES

#### 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) for the transfer of personal 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 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g);
  - (iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
  - (iv) Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
  - (v) Clause 13;
  - (vi) Clause 15.1(c), (d) and (e);
  - (vii) Clause 16(e);
  - (viii) Clause 18 - Modules One, Two and Three: 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.

**MODULE ONE: Transfer controller to controller**

**8.1 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. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

**8.2 Transparency**

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
- (ii) of the categories of personal data processed;
- (iii) of the right to obtain a copy of these Clauses;
- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand 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.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

### **8.3 Accuracy and data minimisation**

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

### **8.4 Storage limitation**

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation<sup>1</sup> of the data and all back-ups at the end of the retention period.

### **8.5 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 personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they 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 subject. The Parties shall in particular consider having recourse to encryption or

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<sup>1</sup> This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible. (**Note by the parties:** this footnote was originally numbered 2.)

pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) 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 personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

## **8.6 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 or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

## **8.7 Onward transfers**

The data importer shall not disclose the personal data to a third party located outside the European Union<sup>2</sup> (in the same country as the data importer or in another third country, hereinafter “onward transfer”) unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it 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 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

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

## **8.8 Processing under the authority of the data importer**

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

## **8.9 Documentation and compliance**

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

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<sup>2</sup> 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. (**Note by the parties:** this footnote was originally numbered 3.)

## **MODULE TWO: Transfer controller to processor**

### **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 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<sup>3</sup> (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.

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<sup>3</sup> 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. (**Note by the parties:** this footnote was originally numbered 4.)

## **MODULE THREE: Transfer processor to processor**

### **8.1 Instructions**

- (a) The data exporter has informed the data importer that it acts as processor under the instructions of its controller(s), which the data exporter shall make available to the data importer prior to processing.
- (b) The data importer shall process the personal data only on documented instructions from the controller, as communicated to the data importer by the data exporter, and any additional documented instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give further documented instructions regarding the data processing throughout the duration of the contract.
- (c) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions from the controller, the data exporter shall immediately notify the controller.
- (d) The data exporter warrants that it has imposed the same data protection obligations on the data importer as set out in the contract or other legal act under Union or Member State law between the controller and the data exporter<sup>4</sup>.

### **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 controller, as communicated to the data importer by the data exporter, or 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 personal data, the data exporter may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand 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.

### **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 rectify or erase 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 controller and certify to the data exporter that it has done so, or return to the data exporter all personal data processed

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<sup>4</sup> See Article 28(4) of Regulation (EU) 2016/679 and, where the controller is an EU institution or body, Article 29(4) of Regulation (EU) 2018/1725. (**Note by the parties:** this footnote was originally numbered 5.)

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, they 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 subject. 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 or the controller. 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 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, without undue delay, the data exporter and, where appropriate and feasible, the controller 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 data breach, including 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 its controller so that the latter may in turn 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 set out 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 controller, as communicated to the data importer by the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union<sup>5</sup> (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 of Regulation (EU) 2016/679;
- (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 or the controller 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 controller.
- (c) The data importer shall make all information necessary to demonstrate compliance with the obligations set out in these Clauses available to the data exporter, which shall provide it to the controller.
- (d) The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. The same shall apply where the data exporter requests

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<sup>5</sup> 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 purposes of these Clauses. (**Note by the parties:** this footnote was originally numbered 6.)

an audit on instructions of the controller. In deciding on an audit, the data exporter may take into account relevant certifications held by the data importer.

- (e) Where the audit is carried out on the instructions of the controller, the data exporter shall make the results available to the controller.
- (f) 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.
- (g) 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*

#### **MODULE TWO: Transfer controller to processor**

- (a) 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 30 days 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.<sup>6</sup> 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.

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<sup>6</sup> This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7. (**Note by the parties:** this footnote was originally numbered 8.)

### **MODULE THREE: Transfer processor to processor**

- (a) The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the controller 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 controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the controller), 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.<sup>7</sup> 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 or controller's request, a copy of such a sub-processor agreement and any subsequent amendments. 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*

### **MODULE ONE: Transfer controller to controller**

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.<sup>8</sup> The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided

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<sup>7</sup> This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7. (**Note by the parties:** this footnote was originally numbered 9.)

<sup>8</sup> That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension. (**Note by the parties:** this footnote was originally numbered 10.)

to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

- (b) In particular, upon request by the data subject the data importer shall, free of charge :
  - (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
  - (ii) rectify inaccurate or incomplete data concerning the data subject;
  - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
  - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
  - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

## **MODULE TWO: Transfer controller to processor**

- (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.

### **MODULE THREE: Transfer processor to processor**

- (a) The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorised to do so by the controller.
- (b) The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable. 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 controller, as communicated by 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.

### **MODULE ONE: Transfer controller to controller**

### **MODULE TWO: Transfer controller to processor**

### **MODULE THREE: Transfer processor to processor**

- (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*

#### **MODULE ONE: Transfer controller to controller**

- (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) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party 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 under Regulation (EU) 2016/679.
- (c) 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.
- (d) The Parties agree that if one Party is held liable under paragraph (c), 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.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

#### **MODULE TWO: Transfer controller to processor**

#### **MODULE THREE: Transfer processor to processor**

- (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*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

- (a) 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.
- (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*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

- (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<sup>9</sup>;
  - (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). For Module Three: The data exporter shall forward the notification to the controller.
- (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.

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<sup>9</sup> 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. (**Note by the parties:** this footnote was originally numbered 12.)

technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation (for Module Three: , if appropriate in consultation with the controller). 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 (for Module Three: the controller or) 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*

#### **MODULE ONE: Transfer controller to controller**

#### **MODULE TWO: Transfer controller to processor**

#### **MODULE THREE: Transfer processor to processor**

#### **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.

For Module Three: The data exporter shall forward the notification to the controller.

- (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.). (For Module Three: The data exporter shall forward the information to the controller.)

- (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. (For Module Three: The data exporter shall make the assessment available to the controller.)
- (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 (for Module Three: and the controller) 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*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

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 the Republic of Ireland.

#### *Clause 18*

##### *Choice of forum and jurisdiction*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

- (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 the Republic of Ireland.
- (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

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

**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]*

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Name</b>                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Address                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Contact person's name, position and contact details             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Activities relevant to the data transferred under these Clauses | <p><b>Module One:</b> to allow the data importer to manage the subscriber relationship, to manage users (where the data exporter is a marketing agency, only where the data exporter has granted the data importer access to the data exporter's end-clients' data) and manage the product itself (including the support portal), provide support and improve its product and where the data exporter does not object, market the data exporter.</p> <p><b>Module Two:</b> to receive the data importer's services and receive assistance with the data exporter's GDPR / data protection obligations.</p> <p><b>Module Three:</b> to receive the data importer's services for the data exporter's OEM version of the data importer's product,</p> |



|                             |                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | and where requested by the data exporter, receive assistance with the data exporter's GDPR / data protection obligations.                                                                                                                                                                                                                                                           |
| Signature and date          |                                                                                                                                                                                                                                                                                                                                                                                     |
| Role (controller/processor) | <p><b>Module One:</b> controller</p> <p><b>Module Two:</b> controller (<i>only applicable where the data exporter is the end-subscriber (includes direct subscribers plus subscribers that have obtained a subscription from a reseller of the data importer)</i>)</p> <p><b>Module Three:</b> processor (<i>only applicable where the data exporter is a marketing agency</i>)</p> |
|                             |                                                                                                                                                                                                                                                                                                                                                                                     |

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

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>1. Name</b>                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Address                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Contact person's name, position and contact details             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Activities relevant to the data transferred under these Clauses | <p><b>Module One:</b> management by the data importer being: (a) account management and marketing; (b) user management in the product (including support portal) (where the data exporter is a marketing agency, only where the data exporter has granted the data importer access to the data exporter's end-clients' data); (c) product management; (d) customer support (involving data importer's data); and (e) product improvement.</p> <p><b>Module Two:</b> (a) provision of services by the data importer to the data exporter being (i) setup and configuration services*** (ii) data hosting*; (iii) customer support (involving data exporter's data)**; (iv) data processing functionality*; (v) export of data from the product**; (vi) consulting services***; and (b)</p> |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|                             | <p>to assist data exporter with its GDPR / data protection obligations**.</p> <p><i>* Takes place in Europe or the US, as agreed by parties during set up and configuration</i></p> <p><i>** May take place in Europe (if hosting in Europe) or may involve a transfer to Canada or the US (whether hosting is in Europe or US)</i></p> <p><i>*** Takes place in Canada.</i></p> <p><b>Module Three:</b> provision of services by the data importer to the data exporter being those listed above for Module Two. The data importer supports the data exporter; the data exporter may give the data importer access to its end-clients' data for that purpose.</p> <p><b><u>Further detail</u></b></p> <p>The data importer's CTO and security officer have access to all data in the product.</p> <p>Under Module Two, the data importer also has access to data in the product for support purposes if the data exporter grants permission. Any such access is time-limited and logged.</p> <p>Under Module Three, the data exporter (as processor) manages its end-clients' (controllers') data, but the data is still hosted by the data importer. The data importer also has access to end-clients' data if the data exporter grants permission, for the purpose of the data importer supporting the data exporter (the data importer does not provide support to the data exporter's end clients).</p> <p>Under both Module Two and Module Three, the data importer's staff (other than CTO/security officer) cannot access personal data in the product unless it is explicitly granted and timed (with revoke option at any time).</p> |
| Signature and date          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Role (controller/processor) | <p><b>Module One:</b> Controller</p> <p><b>Module Two:</b> Processor</p> <p><b>Module Three:</b> Processor</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**B. DESCRIPTION OF TRANSFER**

**MODULE ONE: Transfer controller to controller**

|                                                                              |                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Categories of data subjects whose personal data is transferred</b></p> | <p><b><u>Staff:</u></b> Staff of the data exporter, who are contact persons or users of the product provided by the data importer.</p> <p><b><u>Customers:</u></b> Prospects/customers of the data exporter</p> |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>Both the above categories include current, past or prospective data subjects.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Categories of personal data transferred</b>                                                                                                                                                                                                                                                                                                                                                                                    | <p><b><u>Staff:</u></b></p> <p><b>Personal details:</b> contact details, financial details, employment details, user details and email address.</p> <p><b>Usage:</b> usage details of the product including platform/support portal usage details.</p> <p><b>Feedback:</b> suggestions, ideas, enhancement requests, feedback, recommendations or other information provided to the data importer.</p> <p><b><u>Customers:</u></b> all personal data stored by or on behalf of the data exporter in the product; this is used by the data importer to manage the product infrastructure (e.g. monitor data volumes to ensure database capacity limits are not exceeded etc.).</p> |
| <b>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.</b> | None unless volunteered by the data subject or obtained by the data exporter (or where the data exporter is an agency, by its end client) from a third party source. The data importer does not collect or track any of this data.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).</b>                                                                                                                                                                                                                                                                                                                     | As needed for the Purpose(s) below throughout the term of the commercial agreement between the data importer and data exporter (the Agreement).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Nature of the processing</b>                                                                                                                                                                                                                                                                                                                                                                                                   | <p>The processing may involve any or all of the following processing activities:</p> <ul style="list-style-type: none"> <li>✓ Collection</li> <li>✓ Recording</li> <li>✓ Organisation</li> <li>✓ Structuring</li> <li>✓ Storage</li> <li>✓ Adaptation/alteration</li> <li>✓ Retrieval</li> <li>✓ Consultation</li> </ul>                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                                                                         |                                                                                                                                                                                                                                                          |
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|                                                                                                                                         | <ul style="list-style-type: none"> <li>✓ Use</li> <li>✓ Disclosure by transmission / dissemination or otherwise making available</li> <li>✓ Alignment / combination</li> <li>✓ Restriction</li> <li>✓ Erasure / destruction</li> </ul>                   |
| <b>Purpose(s) of the data transfer and further processing</b>                                                                           | For the data importer to manage the subscriber relationship (account management and, where applicable, marketing), to manage users and the product, provide support and ancillary services and improve its product throughout the term of the Agreement. |
| <b>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</b> | For as long as the personal data are needed by the data importer to fulfil the business purposes for which the personal data were collected and to comply with applicable laws.                                                                          |
| <b>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing</b>                           | N/A                                                                                                                                                                                                                                                      |

**MODULE TWO: Transfer controller to processor**

|                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Categories of data subjects whose personal data is transferred</b>                                                                                                                                                      | <p><b>Customers:</b> Prospects/customers of the data exporter.</p> <p><i>The above category includes current, past or prospective data subjects.</i></p>                                                                                                                                                                                                                                                                                                                                                           |
| <b>Categories of personal data transferred</b>                                                                                                                                                                             | Personal data provided by the data subject or observed from the data subject's interactions with the website or obtained from third party sources. Transactional data from interactions between the data exporter and the data subject. Derived data including preferences or personal interests from analytics on the personal data provided or observed. Personal data (if any) imported by the data exporter, including from its own CRM; from a website chat third party product; or using a third party tool. |
| <b>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,</b> | None unless volunteered by the data subject or obtained by the data exporter from a third party source. The data importer does not collect or track any of this data.                                                                                                                                                                                                                                                                                                                                              |

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <p>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.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).</p>                                                                                                 | <p>As needed for the Purpose(s) below throughout the term of the Agreement</p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Nature of the processing</p>                                                                                                                                                                               | <p>The processing may involve any or all of the following processing activities:</p> <ul style="list-style-type: none"> <li>✓ Collection</li> <li>✓ Recording</li> <li>✓ Organisation</li> <li>✓ Structuring</li> <li>✓ Storage</li> <li>✓ Adaptation/alteration</li> <li>✓ Retrieval</li> <li>✓ Consultation</li> <li>✓ Use</li> <li>✓ Disclosure by transmission / dissemination or otherwise making available</li> <li>✓ Alignment / combination</li> <li>✓ Restriction</li> <li>✓ Erasure / destruction</li> </ul> |
| <p>Purpose(s) of the data transfer and further processing</p>                                                                                                                                                 | <p>For the data importer to provide and the data exporter to receive services under the Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</p>                                                                       | <p>For the duration of the services relating to the processing under the Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing</p>                                                                                                 | <p>(1) <u>Amazon Web Services, Inc.</u><br/> <b>Subject matter:</b> Hosts the data exporter's data in the data importer's product.<br/> <b>Nature:</b> Storage of personal data.<br/> <b>Duration:</b> for the duration of the Agreement.</p> <p>(2) <u>SendGrid, Inc.</u></p>                                                                                                                                                                                                                                         |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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|  | <p><b>Subject matter:</b> provides email service.</p> <p><b>Nature:</b> Disclosure by transmission / dissemination of personal data or otherwise making personal data available</p> <p><b>Duration:</b> for the duration of the Agreement.</p> <p><u>(3) Twilio Inc.</u></p> <p><b>Subject matter:</b> provides call recording service.</p> <p><b>Nature:</b> Recording of personal data</p> <p><b>Duration:</b> for the duration of the Agreement.</p> <p><u>(4) VoiceBase Inc.</u></p> <p><b>Subject matter:</b> Transcription of call recordings.</p> <p><b>Nature:</b> Adaptation/alteration of personal data</p> <p><b>Duration:</b> there is a default 3 month retention period; recordings/transcriptions are removed automatically once the retention period has been met. This default setting can be reduced to 1 month on request, and again, recordings/transcriptions are removed automatically once the retention period has been met.</p> <p><i>These sub-processors process the data exporter's data in the US or Europe, and the data are accessible to the data importer in Canada.</i></p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**MODULE THREE: Transfer processor to processor**

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|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Categories of data subjects whose personal data is transferred</b></p> | <p><b>Staff:</b> Staff of the data exporter, who are users of the Software provided by the data importer</p> <p><b>Other individuals:</b> Prospects/customers of the data exporter.</p> <p><i>All of the above categories include current, past or prospective data subjects.</i></p>                                                                                                                                                                       |
| <p><b>Categories of personal data transferred</b></p>                        | <p>Personal data provided by the data subject or observed from the data subject's interactions with the website or obtained from third party sources. Transactional data from interactions between the data exporter's end client and the data subject. Derived data including preferences or personal interests from analytics on the personal data provided or observed. Personal data (if any) imported by the data exporter's end client, including</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                   | from its own CRM; from a website chat third party product; or using a third party tool.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>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.</b> | None unless volunteered by the data subject or obtained by the data exporter's end client from a third party source. The data importer does not collect or track any of this data.                                                                                                                                                                                                                                                                                                                                     |
| <b>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).</b>                                                                                                                                                                                                                                                                                                                     | As needed for the Purpose(s) below throughout the term of the Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Nature of the processing</b>                                                                                                                                                                                                                                                                                                                                                                                                   | <p>The processing may involve any or all of the following processing activities:</p> <ul style="list-style-type: none"> <li>✓ Collection</li> <li>✓ Recording</li> <li>✓ Organisation</li> <li>✓ Structuring</li> <li>✓ Storage</li> <li>✓ Adaptation/alteration</li> <li>✓ Retrieval</li> <li>✓ Consultation</li> <li>✓ Use</li> <li>✓ Disclosure by transmission / dissemination or otherwise making available</li> <li>✓ Alignment / combination</li> <li>✓ Restriction</li> <li>✓ Erasure / destruction</li> </ul> |
| <b>Purpose(s) of the data transfer and further processing</b>                                                                                                                                                                                                                                                                                                                                                                     | For the data importer to provide and the data exporter to receive services under the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</b>                                                                                                                                                                                                                                                                                           | For the duration of the services relating to the processing under the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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

(1) Amazon Web Services, Inc.

**Subject matter:** Hosts the data exporter's data in the data importer's product.

**Nature:** Storage of personal data.

**Duration:** for the duration of the Agreement.

(2) SendGrid, Inc.

**Subject matter:** provides email service.

**Nature:** Disclosure by transmission / dissemination of personal data or otherwise making personal data available

**Duration:** for the duration of the Agreement.

(3) Twilio Inc.

**Subject matter:** provides call recording service.

**Nature:** Recording of personal data

**Duration:** for the duration of the Agreement.

(4) VoiceBase Inc.

**Subject matter:** Transcription of call recordings.

**Nature:** Adaptation/alteration of personal data

**Duration:** there is a default 3 month retention period; recordings/transcriptions are removed automatically once the retention period has been met. This default setting can be reduced to 1 month on request, and again, recordings/transcriptions are removed automatically once the retention period has been met.

*These sub-processors process the data exporter's data in the US or Europe, and the data are accessible to the data importer in Canada.*



## C. COMPETENT SUPERVISORY AUTHORITY

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

*Identify the competent supervisory authority/ies in accordance with Clause 13<sup>10</sup>*

| <b>Data exporter's country of incorporation / operation:</b> | <b>Applicable competent supervisory authority:</b>                                                                                                                                                                                                                                            |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Austria                                                      | Österreichische Datenschutzbehörde, <a href="http://www.dsb.gv.at/">http://www.dsb.gv.at/</a>                                                                                                                                                                                                 |
| Belgium                                                      | Autorité de la protection des données - Gegevensbeschermingsautoriteit (APD-GBA), <a href="https://www.autoriteprotectiondonnees.be">https://www.autoriteprotectiondonnees.be</a> , <a href="https://www.gegevensbeschermingsautoriteit.be">https://www.gegevensbeschermingsautoriteit.be</a> |
| Bulgaria                                                     | Commission for Personal Data Protection, <a href="https://www.cpdp.bg/">https://www.cpdp.bg/</a>                                                                                                                                                                                              |
| Croatia                                                      | Croatian Personal Data Protection Agency, <a href="http://www.azop.hr/">http://www.azop.hr/</a>                                                                                                                                                                                               |
| Cyprus                                                       | Commissioner for Personal Data Protection, <a href="http://www.dataprotection.gov.cy/">http://www.dataprotection.gov.cy/</a>                                                                                                                                                                  |
| Czech Republic                                               | Office for Personal Data Protection, <a href="http://www.uoou.cz/">http://www.uoou.cz/</a>                                                                                                                                                                                                    |
| Denmark                                                      | Datatilsynet, <a href="http://www.datatilsynet.dk/">http://www.datatilsynet.dk/</a>                                                                                                                                                                                                           |
| Estonia                                                      | Estonian Data Protection Inspectorate (Andmekaitse Inspektsioon), <a href="http://www.aki.ee/">http://www.aki.ee/</a>                                                                                                                                                                         |
| Finland                                                      | Office of the Data Protection Ombudsman, <a href="http://www.tietosuoja.fi/en/">http://www.tietosuoja.fi/en/</a>                                                                                                                                                                              |
| France                                                       | Commission Nationale de l'Informatique et des Libertés – CNIL, <a href="http://www.cnil.fr/">http://www.cnil.fr/</a>                                                                                                                                                                          |
| Germany                                                      | Federal: Die Bundesbeauftragte für den Datenschutz und die Informationsfreiheit, <a href="http://www.bfdi.bund.de/">http://www.bfdi.bund.de/</a><br>Plus relevant regional: <a href="https://www.bfdi.bund.de/anschriften">https://www.bfdi.bund.de/anschriften</a>                           |
| Greece                                                       | Hellenic Data Protection Authority, <a href="http://www.dpa.gr/">http://www.dpa.gr/</a>                                                                                                                                                                                                       |

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<sup>10</sup> **Footnote added by the parties:** please see [https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en) for an up to date list of European supervisory authorities and further details (address/contact details etc.).

| <b>Data exporter's country of incorporation / operation:</b> | <b>Applicable competent supervisory authority:</b>                                                                                            |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Hungary                                                      | Hungarian National Authority for Data Protection and Freedom of Information, <a href="http://www.naih.hu/">http://www.naih.hu/</a>            |
| Iceland                                                      | Persónuvernd, <a href="https://www.personuvernd.is">https://www.personuvernd.is</a> and <a href="https://www.dpa.is">https://www.dpa.is</a>   |
| Italy                                                        | Garante per la protezione dei dati personali, <a href="http://www.garanteprivacy.it/">http://www.garanteprivacy.it/</a>                       |
| Latvia                                                       | Data State Inspectorate, <a href="https://www.dvi.gov.lv/">https://www.dvi.gov.lv/</a>                                                        |
| Liechtenstein                                                | Data Protection Authority, Principality of Liechtenstein, <a href="https://www.datenschutzstelle.li">https://www.datenschutzstelle.li</a>     |
| Lithuania                                                    | State Data Protection Inspectorate, <a href="https://vdai.lrv.lt/">https://vdai.lrv.lt/</a>                                                   |
| Luxembourg                                                   | Commission Nationale pour la Protection des Données, <a href="http://www.cnpd.lu/">http://www.cnpd.lu/</a>                                    |
| Malta                                                        | Office of the Information and Data Protection Commissioner, <a href="http://www.idpc.org.mt/">http://www.idpc.org.mt/</a>                     |
| Netherlands                                                  | Autoriteit Persoonsgegevens, <a href="https://autoriteitpersoonsgegevens.nl/nl">https://autoriteitpersoonsgegevens.nl/nl</a>                  |
| Norway                                                       | Datatilsynet, <a href="https://www.datatilsynet.no">https://www.datatilsynet.no</a>                                                           |
| Poland                                                       | Urząd Ochrony Danych Osobowych (Personal Data Protection Office), <a href="https://uodo.gov.pl/">https://uodo.gov.pl/</a>                     |
| Portugal                                                     | Comissão Nacional de Proteção de Dados – CNPD, <a href="http://www.cnpd.pt/">http://www.cnpd.pt/</a>                                          |
| Republic of Ireland                                          | Data Protection Commission, <a href="http://www.dataprotection.ie/">http://www.dataprotection.ie/</a>                                         |
| Romania                                                      | The National Supervisory Authority for Personal Data Processing, <a href="http://www.dataprotection.ro/">http://www.dataprotection.ro/</a>    |
| Slovakia                                                     | Office for Personal Data Protection of the Slovak Republic, <a href="http://www.dataprotection.gov.sk/">http://www.dataprotection.gov.sk/</a> |
| Slovenia                                                     | Information Commissioner of the Republic of Slovenia, <a href="https://www.ip-rs.si/">https://www.ip-rs.si/</a>                               |
| Spain                                                        | Agencia Española de Protección de Datos, <a href="https://www.agpd.es/">https://www.agpd.es/</a>                                              |
| Sweden                                                       | Integritetsskyddsmyndigheten, <a href="http://www.imy.se/">http://www.imy.se/</a>                                                             |

**Data exporter's  
country of  
incorporation /  
operation:**

UK<sup>11</sup>

**Applicable competent supervisory authority:**

The Information Commissioner's Office (ICO), <https://ico.org.uk>

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<sup>11</sup> **Footnote added by the parties:** not required for the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, Version B1.0, in force 21 March 2022, but included for completeness

## **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

### **MODULE ONE: Transfer controller to controller**

### **MODULE TWO: Transfer controller to processor**

### **MODULE THREE: Transfer processor to processor**

#### 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.*

The data importer utilizes two data security schemes, the operation of which is dictated by the data exporter's Subscription, to ensure the security and protection of the data exporter's personal data.

Under scheme 1 "Basic Security", the data importer utilizes HTTPS communication, set account passphrase complexity requirements, passwords, and restricted access and application permission management to ensure the security and protection of the data exporter's personal data.

Under scheme 2, "High Security" the data importer utilizes HTTPS communication, set account passphrase complexity requirements, passphrase renewal expiration periods and re-use restrictions in addition to application permission management to ensure the security and protection of the data exporter's personal data. The data importer shall take all reasonable industry standard procedures to safeguard the data exporter's data. Upon termination of this Agreement, the data importer shall return any stored data to the data exporter within a reasonable time period, subject to professional obligations. In the event the data importer ceases to carry on business, assigns business, or amalgamates with another corporation, the data exporter's data will be returned as provided for above, or, at the election of the data exporter, transferred using acceptable industry standards to the successor.

Access to the data exporter's personal data by non-developer employees of the data importer is only available when the data exporter explicitly gives temporary access to it. This is done by the data exporter setting up a login with temporary access for the support person at the data importer. The login will automatically expire after a set period of time.

Access to infrastructure and data for developers of the data importer is restricted based on username/password access or private key access, as well as restricted by IP address of the developer accessing the server/data (so the developer will need either a username/password or private key to access the resource, as well as be on an allowed list of IP addresses for that resource). As of January 2023, only the data importer's CTO and security officer have access.

No one else at the data importer will have access to any of the Amazon infrastructure or data stored there.

*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*

The following are correct at as at January 2023.

|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Name:</b>                                                                                                                               | <b>AWS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Specific technical and organisational measures to be taken by the sub-processor to be able to provide assistance to the data exporter:</b> | <p>Amazon Web Services, Inc. (AWS) hosts the product subscribed to by the data exporter and a description of AWS's security measures may be found at <a href="https://aws.amazon.com/security/">https://aws.amazon.com/security/</a>. Data is stored in the US or in Europe.</p> <p>AWS DPA: <a href="https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf">https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf</a></p>                                                                 |
|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>2. Name:</b>                                                                                                                               | <b>SendGrid</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Specific technical and organisational measures to be taken by the sub-processor to be able to provide assistance to the data exporter:</b> | <p>SendGrid, Inc. (SendGrid) provides the email service in the product.</p> <p>A description of SendGrid's security measures may be found at <a href="https://sendgrid.com/policies/security/">https://sendgrid.com/policies/security/</a>.</p> <p>The SendGrid service is covered by the Twilio DPA: <a href="https://www.twilio.com/legal/data-protection-addendum">https://www.twilio.com/legal/data-protection-addendum</a></p>                                                              |
|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>3. Name:</b>                                                                                                                               | <b>Twilio</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Specific technical and organisational measures to be taken by the sub-processor to be able to provide assistance to the data exporter:</b> | <p>Twilio Inc. (Twilio) provides the optional call recording service in the product. If calls are recorded, the data importer downloads the recording and deletes it from Twilio.</p> <p>A description of Twilio's security measures may be found at <a href="https://www.twilio.com/en-us/security">https://www.twilio.com/en-us/security</a>.</p> <p>Twilio DPA: <a href="https://www.twilio.com/legal/data-protection-addendum">https://www.twilio.com/legal/data-protection-addendum</a></p> |
|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4. Name:</b>                                                                                                                               | <b>VoiceBase</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Specific technical and organisational measures to be taken by the sub-processor to be able to provide assistance to the data exporter:</b> | <p>VoiceBase, Inc. (VoiceBase) provides the optional call transcription service in the product. If calls are transcribed, the call recording is sent to VoiceBase.</p> <p>VoiceBase is PCI DSS Level 1 Certified: <a href="https://www.voicebase.com/pci-overview/">https://www.voicebase.com/pci-overview/</a>. It has PCI redaction feature, which automatically detects and redacts payment card data from recordings and transcripts: <a href="https://www.voicebase.com/voice-analytics-for-call-center-compliance/">https://www.voicebase.com/voice-analytics-for-call-center-compliance/</a> and provides SOC2 reports.</p> <p>The VoiceBase platform is hosted on AWS storage in Ireland and Sweden (EU). Other than limited operational staff, no US-based resources have access to recording/transcripts, and other derived data stored. VoiceBase is training a dedicated operational team in the EU to remove the dependency on US operational staff. This will be in place by the end of February 2023.</p> <p>In accordance with the terms and conditions of the services agreement, VoiceBase is fully committed to supporting its customers in their GDPR compliance efforts. That includes support for the customer’s data protection impact assessments or transfer impact assessments.</p> <p>VoiceBase uses NLP to transcribe recordings: <a href="https://www.voicebase.com/">https://www.voicebase.com/</a> and <a href="https://www.voicebase.com/speech-to-text-for-call-centers/">https://www.voicebase.com/speech-to-text-for-call-centers/</a></p> |
|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## **ANNEX III – LIST OF SUB-PROCESSORS**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

EXPLANATORY NOTE:

This Annex must be completed for Modules Two and Three, 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:

|                                               |
|-----------------------------------------------|
| Not applicable: Clause 9(a) Option 2 applies. |
|-----------------------------------------------|

1. Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

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**2. International Data Transfer Addendum to the EU Commission Standard Contractual Clauses**

**VERSION B1.0, in force 21 March 2022**

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This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

3. Part 1: Tables

**4. Table 1: Parties**

|                         |                                                                                                                    |                                                        |
|-------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>Start date</b>       | The date of the Approved EU SCCs.                                                                                  |                                                        |
| <b>The Parties</b>      | <b>Exporter (who sends the Restricted Transfer)</b>                                                                | <b>Importer (who receives the Restricted Transfer)</b> |
| <b>Parties' details</b> | <p>Full legal name:</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address):</p> |                                                        |



|                                                              |                                                                                 |  |
|--------------------------------------------------------------|---------------------------------------------------------------------------------|--|
|                                                              | Official registration number (if any) (company number or similar identifier):   |  |
| <b>Key Contact</b>                                           | Full Name (optional):<br><br>Job Title:<br><br>Contact details including email: |  |
| <b>Signature (if required for the purposes of Section 2)</b> |                                                                                 |  |

## 5. Table 2: Selected SCCs, Modules and Selected Clauses

|                         |                                                                                                                                                                                                                                                                           |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Addendum EU SCCs</b> | <p>The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: as indicated in Approved EU SCCs</p> <p>Reference (if any): LivingMetrics-SSCs-2025</p> <p>Other identifier (if any): N/A</p> |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 6. Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex IA: List of Parties: Annex IA of the Addendum EU SCCs

Annex IB: Description of Transfer: Annex IB of the Addendum EU SCCs

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Annex II of the Addendum EU SCCs

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Annex III: List of Sub processors (Modules 2 and 3 only): N/A

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## 7. Table 4: Ending this Addendum when the Approved Addendum Changes

|                                                                |                                                                                                                                                                                              |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ending this Addendum when the Approved Addendum changes</b> | Which Parties may end this Addendum as set out in Section 19:<br><input checked="" type="checkbox"/> Importer<br><input type="checkbox"/> Exporter<br><input type="checkbox"/> neither Party |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 8. Part 2 Mandatory Clauses:

|                          |                                                                                                                                                                                                                                                                                             |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Mandatory Clauses</b> | Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses. <sup>12</sup> |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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<sup>12</sup> **Footnote added by the parties:** as at January 2023, the terms are available at this link: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/>