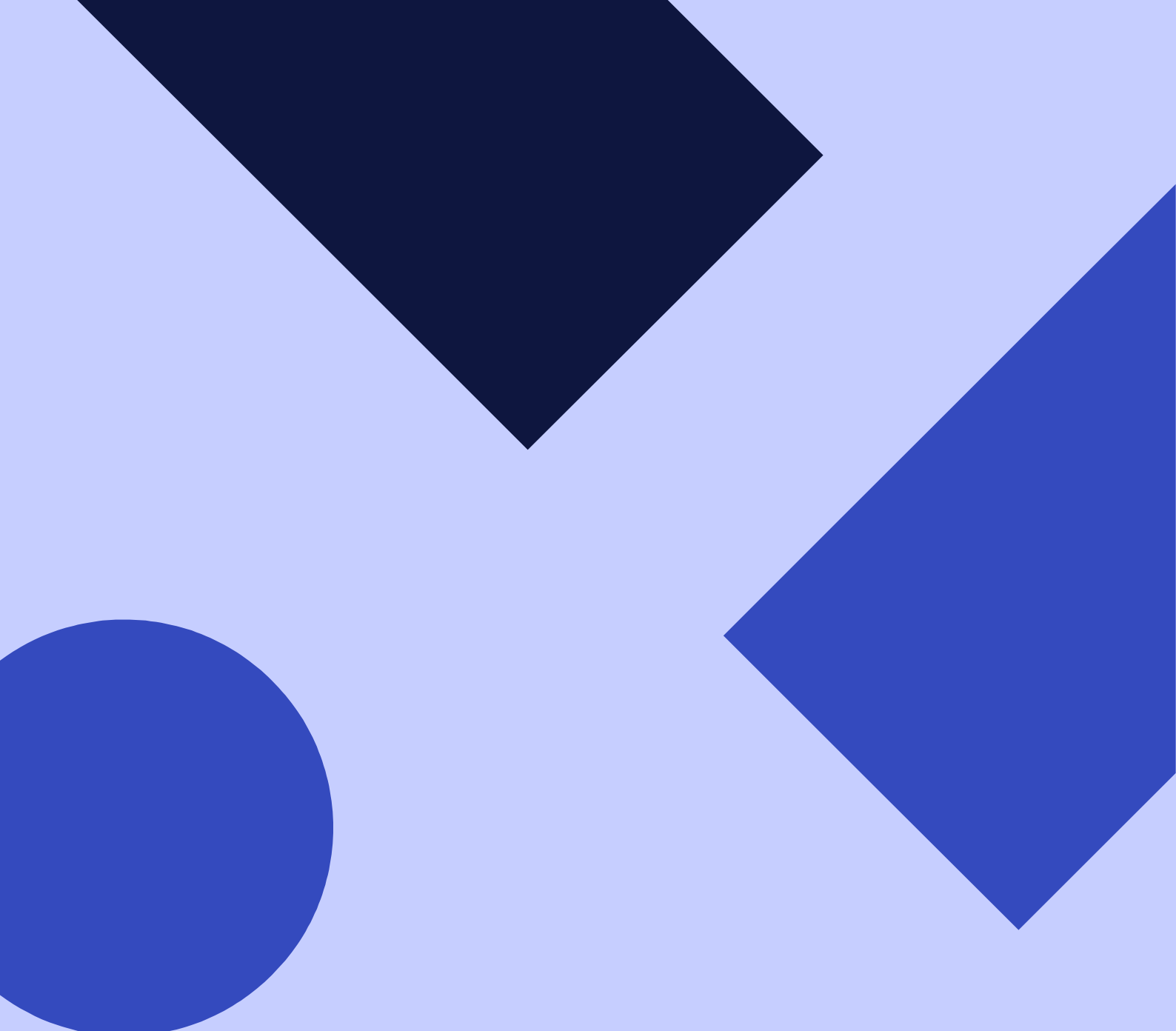




Data Processing Agreement

6 October 2025

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DATA PROCESSING AGREEMENT

Background

- (A) The Controller and the Processor entered into agreements for goods and/or services (**Agreement**) that may require the Processor to process Personal Data on behalf of the Controller.
- (B) This Data Processing Agreement (**DPA**) sets out the terms, requirements and conditions on which the Processor will process Personal Data when providing services under the Agreement. This DPA contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors and the UK Addendum to the SCCs (if applicable).
- (C) This DPA forms an integral part of the Agreement between Controller and Processor. The DPA shall become effective concurrently with the execution of the Agreement.

AGREED TERMS

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this DPA.

1.1 Definitions:

Affiliates: any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement.

Business Purposes: the services described in the Agreement or any other purpose identified in the SOW.

Controller: Client as defined in the Agreement.

Data Subject: an individual who is the subject of Personal Data.

Personal Data: any information relating to an identified or identifiable natural person that is processed by the Processor for Business Purposes under the Agreement; an identifiable natural person is one who can be identified.

Processing, processes and process: any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process.

Processor: WithSecure group company as defined in the Agreement.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the region where the Services are delivered including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Standard Contractual Clauses (SCC): the European Commission's Standard Contractual Clauses for the transfer of Personal Data to third countries, adopted by the European Commission by virtue of Commission Decision 2021/914/EU, a copy of which comprises ANNEX A, in all cases incorporating the SCC Amendments (as defined below in this DPA) and each as published on the European Union's webpage (https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en) or any subsequent version thereof published by the European Commission or of any equivalent contractual clauses approved by it.

SCC Amendments: the Standard Contractual Clauses (with MODULE TWO and MODULE THREE language), subject to the following amendments:

- (a) MODULES ONE and FOUR language is not applied;
- (b) in clause 9(a) of MODULE TWO and MODULE THREE, the parties agree to select OPTION 2 and the specified time period is ninety (90) days;
- (c) the optional part of clause 11 ('Redress') shall not be applied;
- (d) in clause 17 of MODULE TWO and MODULE THREE, the parties agree to select OPTION 1 and the governing law shall be as stipulated in the MSA unless prohibited by mandatory Data Protection Legislation, then the governing law shall be the laws of Finland;

- (e) in clause 18 of MODULE TWO and MODULE THREE, the courts shall be the courts as stipulated in the MSA by virtue of the governing law unless prohibited by mandatory Data Protection Legislation, then the courts shall be the courts of Finland;
- (f) in Annex I.A. ('List of Parties'), MODULE TWO and MODULE THREE, the identity of the data exporter and data importer is populated with either Controller, Processor, or the Processor's Affiliate, depending on the facts, and their respective contact details are those set out in this DPA and ANNEX A;
- (g) Annex I.B. ('Description of Transfer'), MODULE TWO and MODULE THREE shall incorporate the description of processing in ANNEX A to this DPA;
- (h) Annex I.C. ('Competent Supervisory Authority'), with regard to MODULE TWO and MODULE THREE the competent supervisory authority is detailed in ANNEX A to this DPA;
- (i) Annex II ('Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of Data'), MODULE TWO and MODULE THREE shall incorporate the technical and organisational measures detailed in ANNEX A to this DPA;
- (j) Annex III ('List of Sub-processors') MODULE TWO and MODULE THREE shall incorporate the list of Sub-processors in ANNEX A to this DPA; and
- (k) to the extent any part of the Standard Contractual Clauses referred to in this definition is replaced in any amended, replacement or subsequently approved Standard Contractual Clauses, then the relevant parts of this definition shall include any similar provisions or clauses in such amended, replacement or subsequently approved Standard Contractual Clauses.

SOW: the document which outlines the details of an order, including the scope of Services and the Service Fees.

- 1.2 This DPA is an integral part of the terms of the Agreement. Interpretations and defined terms set forth in the Agreement apply to the interpretation of this DPA.
- 1.3 The Annexes form part of this DPA and will have effect as if set out in full in the body of this DPA.
- 1.4 A reference to writing or written includes email.
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this DPA and any provision contained in the Annexes, the provision in the body of this DPA will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this DPA and any provision contained in the Annexes, the provision contained in the Annexes will prevail;
 - (c) any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA will prevail.
- 1.6 Any liability for breach of data protection obligations under the DPA or the Data Protection Legislation or claims made by Data Subjects shall be limited in accordance with the Agreement.

2. Personal data types and processing purposes

- 2.1 The Controller and the Processor acknowledge that for the purpose of the Data Protection Legislation, the Controller is the data controller and the Processor is the data processor.
- 2.2 The Controller retains control of the Personal Data and remains responsible for its compliance obligations under Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Processor.
- 2.3 The subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Processor may process to fulfil the Business Purposes of the Agreement shall be outlined in the applicable privacy policy and/or the Statement of Work.

3. Processor's rights and obligations

- 3.1 The Processor will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Controller's written instructions. The Processor will not process the Personal Data for any other purpose or in a way that does not comply with this DPA or the Data Protection Legislation. The Processor must promptly notify the Controller if, in its opinion, the Controller's instruction would not comply with the Data Protection Legislation.

- 3.2 The Processor must promptly comply with any Controller request or instruction requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 The Processor will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Controller or this DPA specifically authorises the disclosure, or as required by law.
- 3.4 The Processor will reasonably assist the Controller with meeting the Controller's compliance obligations under the Data Protection Legislation.
- 3.5 The Processor shall promptly notify the Controller of any changes to Data Protection Legislation that may adversely affect the Processor's performance of the Agreement.
- 3.6 Notwithstanding the foregoing the Processor shall have the right, within law, to use the data generated in connection with its use of services to (i) analyze and improve services, and (ii) for statistical purposes, provided that no individual person can be recognized from the results.

4. Processor's employees

- 4.1 The Processor will ensure that all employees:
 - (a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
 - (c) are aware both of the Processor's duties and their personal duties under the Data Protection Legislation and this DPA.
- 4.2 The Processor will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable law on all of the Processor's employees with access to the Personal Data.

5. Security

- 5.1 The Processor must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
- 5.2 The Processor shall implement measures to ensure a level of security appropriate to the risk involved, including as appropriate:
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident on its own systems; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6. Personal Data Breach

- 6.1 The Processor will without undue delay notify the Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 6.2 The Processor will without undue delay notify the Controller if it becomes aware of:
 - (a) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (b) a Personal Data Breach.
- 6.3 Following a Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Processor will reasonably co-operate with the Controller in the Controller's handling of the matter.
- 6.4 The Processor agrees that the Controller has the sole right to determine:
 - (a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, or others, as required by law or regulation or in the Controller's discretion; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

7. Cross-border transfers of personal data

- 7.1 Processor has the right to transfer data inside EEA and UK to an extent necessary for efficient provisioning of the Services. Unless otherwise agreed in writing, Processor may also transfer or access personal data outside EEA. In case of transfer of personal data from European Union to destinations other than EEA countries and UK or countries which are recognized by the European Union with adequate level of legislation protecting Personal Data, Processor shall on behalf of the Controller implement proper safeguards and ensure that such transfers are subject to (i) the appropriate Module of the European Union Standard Contractual Clauses for The Transfer of Personal Data to Third Countries, version 2021 (attached as ANNEX A) or as superseded by European Commission implementing decision ("SCC"); or (ii) other appropriate transfer mechanisms that provide an adequate level of data protection in compliance with applicable data protection legislation.
- 7.2 Where the Processor relies on SCC's for the purposes of justifying transfer, the Processor will incorporate the mandatory part of the applicable Module of the SCC's as set out in this DPA and the ANNEX A to the agreement entered into by the Processor and its respective Affiliates situated in destinations other than EEA countries and UK or countries which are recognized by the European Union with adequate level of legislation protecting Personal Data.

8. Subcontractors

- 8.1 Processor may make use of Sub-processors in providing the Services. This is done to acquire required competencies and resources for the monitoring of Service, to increase availability of consultants in the event of a security incident, for geo-redundancy purposes, and to minimize the network traffic lag when accessing the Service. Processor will ensure that processing by its Sub-processors is always aligned with the purposes of the Agreement, this DPA and any additional instructions agreed to by the parties.
- 8.2 Processor will at Controller's request provide a current list of Processor's Sub-processors that process Controller's personal data. Processor will inform the Controller of any changes regarding the Sub-processors, and the Controller may object to such changes by notifying Processor thereof in writing within seven (7) days of such notice.
- 8.3 Processor undertakes diligent vetting when choosing new Sub-processors. Processor's Sub-processors are required to abide by the same level of data protection and security as Processor under this DPA. Processor has in place measures that are appropriate to the nature of the personal data and risks represented by the processing of personal data by its Sub-processors.

9. Term and termination

- 9.1 This DPA will remain in full force and effect so long as:
- (a) the Agreement remains in effect; or
 - (b) the Processor retains any Personal Data related to the Agreement in its possession or control.
- 9.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect Personal Data will remain in full force and effect.
- 9.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations under the Agreement, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within six (6) months, they may terminate the Agreement on written notice to the other party.

10. Data return and destruction

- 10.1 At the Controller's request, the Processor will give the Controller a copy of or access to all or part of the Controller's Personal Data in its possession or control in the format and on the media reasonably specified by the Controller.
- 10.2 On termination of the Agreement for any reason or expiry of its term, the Processor will securely delete or destroy or, if directed in writing by the Controller, return and not retain, all or any Personal Data related to this DPA in its possession or control, except for one copy that it may retain and use for as long as reasonably required for audit purposes only.
- 10.3 The Processor may retain any documents or materials where required to do so under any law, regulation, or government or regulatory body.

- 10.4 The Processor will certify in writing that it has destroyed the Personal Data following a written request from the Controller.

11. Records

- 11.1 The Processor will keep accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Controller, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes and the technical and organisational security measures referred to in clause 5.1.
- 11.2 The Processor will ensure that the records are sufficient to enable the Controller to verify the Processor's compliance with its obligations under this DPA and the Processor will provide the Controller with copies of the records upon request.
- 11.3 The Controller and the Processor shall review the information listed in the Annexes to this DPA from time-to-time to confirm its current accuracy and update it when required to reflect current practices.

12. Audit

- 12.1 During the validity of the Agreement, the Controller is permitted to audit Processor's processes that are involved in processing personal data on behalf of the Controller. Any such audit shall be carried out via independent third party auditors reasonably acceptable to Processor and no more frequently than once every twelve (12) months.
- 12.2 Any audit shall be conducted during regular business hours at Processor's facilities or remotely and shall not unreasonably interfere with Processor's business activities. The Controller needs to provide a minimum of thirty (30) day notice prior to the audit. The Controller or the auditor shall further provide an audit plan (containing scope, high level targets and methods of the audit) in advance to Processor to make relevant assets available for such audit. The auditor shall conduct its work with due process. Processor shall provide the auditor with such cooperation as well as visibility to documents/records and access to staff used in the performance of the Services as is reasonably necessary for an effective and efficient execution of the audit that does not impose undue strain on Processor, and also subject to Processor's right to refuse visibility to commercially or technically sensitive information, personal data, information regarding its customers or information that would be unlawful to disclose. Further, Processor has the right of rejection to such portions of the plan that could potentially endanger Processor's obligations to third parties or disrupt systems servicing also other parties than the Controller.
- 12.3 Controller will bear all of the costs of audit (including but not limited to costs of the auditor and costs arising from availability of requested Processor's personnel). The Controller shall be liable for any and all damages caused by itself, or its third party auditor, when conducting the audit.

13. Warranties

- 13.1 The Processor warrants that:
- (a) its employees, subcontractors, agents and any other person or persons accessing Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation relating to the Personal Data;
 - (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation;
 - (c) it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data.
- 13.2 The Controller warrants that the Processor's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Controller will comply with the Data Protection Legislation.

14. Notice

- 14.1 Any notice or other communication given to a party under or in connection with this DPA must be in writing and delivered to:
- For the Controller: For notices under this DPA, the designated contact person shall be as defined in the SOW. In the absence of such definition in the SOW, the general contact person specified in the Agreement shall apply.
- For the Processor: privacy@withsecure.com with a Copy sent to: DPO (Legal and Compliance) WithSecure, Vällimerenkatu 1, 00180 Helsinki, Finland.
- 14.2 Clause 14.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

This Data Processing Agreement has been entered into on the date of the Agreement.

Annex A – Standard Contractual Clauses.

Annex B – UK Addendum to EU SCC.

ANNEX A – STANDARD CONTRACTUAL CLAUSES (“SCC”)

COVER LETTER TO THE SCC

In this cover letter to the SCC the Parties have agreed on the applicable Module of the SCC and on the contents of Annexes I, II, and III to the SCC.

Applicable modules

The Parties agree that the Processor is located within the EEA or a country which is recognized by the European Union with adequate level of legislation protecting Personal Data, and that the Processor has been given authorisation by the Controller to transfer Personal Data to its Affiliate located outside the EEA or a country which is recognized by the European Union with adequate level of legislation protecting Personal Data. The Parties further agree and understand that both the Controller and the Processor act as the data exporter, and that the Processor's Affiliate act as the data importer within the meaning of and as set out below in this ANNEX A.

For the sake of clarity it is stated that the Parties have agreed that the applicable module of the SCC shall be the mandatory clauses of **MODULE TWO** (Controller – Processor) and **MODULE THREE** (Processor – Processor) excluding optional part of Clause 7 ('Docking clause') and Clause 11 ('Redress').

Annex I

A – List of Parties

MODULE TWO: Transfer controller to processor

Data exporter(s):

Name and address: The Client, as set out in the Parties section to the Agreement.

Contact person's name, position and contact details: As outlined in the Notices section (clause 14).

Activities relevant to the data transferred under these Clauses: As outlined in the Statement of Work.

Role (controller/processor): Controller.

Data importer(s):

Name and address: WithSecure, as set out in the Parties section to the Agreement.

Contact person's name, position and contact details: DPO (as outlined in the Notices section (clause 14)).

Activities relevant to the data transferred under these Clauses: As outlined in the Statement of Work.

Role (controller/processor): Processor.

MODULE THREE: Transfer processor to processor

Data exporter(s):

Name and address: WithSecure, as set out in the Parties section to the Agreement.

Contact person's name, position and contact details: DPO (as outlined in the Notices section (clause 14)).

Activities relevant to the data transferred under these Clauses: As outlined in the Statement of Work.

Role (controller/processor): Processor.

Data importer(s):

Name: WithSecure Inc

Address: 2140 South Dupont Highway, Camden, DE 19934, USA.

Contact person's name, position and contact details: DPO (as outlined in the Notices section (clause 14)).

Activities relevant to the data transferred under these Clauses: As outlined in the Statement of Work.

Role (controller/processor): Processor.

B – Description of Transfer

The subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Processor may process and transfer personal data to fulfil the Business Purposes of the Agreement shall be outlined in the applicable privacy policy and/or the Statement of Work.

C – Competent Supervisory Authority

The competent supervisory authority is the Data Ombudsman of Finland.

Annex II – Technical and Organizational Measures to ensure the Security of the Data

The WithSecure *Cyber Security Principles* document outlines the technical and organizational measures which WithSecure take to protect the security of data.

Annex III – List of Sub-processors

In the event of any Sub-processors being used to deliver all or part of the Service, the Parties shall outline the details in the applicable Statement of Work. If the Service is procured through a WithSecure authorized reseller, WithSecure shall provide an up-to-date list of Sub-processors upon written request.

SECTION I***Clause 1 – Purpose and scope***

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)¹ for the transfer of 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:

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

- (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); Module Four: Clause 8.1 (b) and Clause 8.3(b);
 - (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); Module Four: Clause 18.
- (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.

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 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 the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

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

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data

importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

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

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union² (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.

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

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.

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 exporter³.

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 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

³ 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.

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 Union⁴ (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.

⁴ 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.

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

OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors 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.⁵ 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.

MODULE THREE: Transfer processor to processor

- (a) **OPTION 1: SPECIFIC PRIOR AUTHORISATION** The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the prior specific written

⁵ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

authorisation of the controller. The data importer shall submit the request for specific authorisation prior to the engagement of the sub-processor, together with the information necessary to enable the controller to decide on the authorisation. It shall inform the data exporter of such engagement. The list of sub-processors already authorised by the controller can be found in Annex III. The Parties shall keep Annex III up to date.

OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the 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 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.⁶ 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 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 TWO: Transfer controller to processor

⁶ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

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

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (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 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 safeguards⁷;
 - (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). 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. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, 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 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 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

⁷ 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.

- (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.

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.). 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. 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 TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the governing law as outlined in the Agreement.

Clause 18 – Choice of forum and jurisdiction

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 as outlined in the Agreement.
- (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.

ANNEX B – UK ADDENDUM TO EU SCC

Background

This section contains the Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018 in the form of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (VERSION B1.0, in force 21 March 2022).

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.

Part 1: Tables

Table 1: Parties

Start date	The Go Live Date or Commencement Date, as outlined in the SOW.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: WithSecure Limited Trading name (if different): Main address (if a company registered address): Matrix House 5 th Floor, Basing View, Basingstoke, Hants, RG21 4DZ Official registration number (if any) (company number or similar identifier): 04451698	1) Full legal name: WithSecure Pte. Ltd Trading name (if different): Main address (if a company registered address): 158 Cecil Street, #04-01, Singapore 069545 Official registration number (if any) (company number or similar identifier): 2) Full legal name: WithSecure Corporation (M) Sdn Bhd Trading name (if different): Main address (if a company registered address): Unit 17.01, Level 17, Mercu 3, KL Eco City, No. 3, Jalan Bangsar, 59200 Kuala Lumpur, Malaysia Official registration number (if any) (company number or similar identifier):
Key Contact	Job Title: DPO Contact details including email: privacy@withsecure.com	Job Title: DPO Contact details including email: privacy@withsecure.com

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: 04 th June 2021 Reference (if any): Other identifier (if any): Or ☒ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?

				General Authorisation)		
1	No	N/A	N/A	N/A	N/A	N/A
2	Yes	No	No	OPTION (General)	2 90 days	No
3	Yes	No	No	OPTION (General)	2 90 days	No
4	No	N/A	N/A	N/A	N/A	N/A

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 1A: List of Parties: The identity of the data exporter and data importer is populated with either Controller (the Client), Processor (WithSecure Limited), or the Processor’s Affiliate (those entities described as Importers, as outlined in Table 1, Part 1 of this Addendum), depending on the facts, and their respective contact details are those set out in the DPA (see ANNEX A) and this Addendum.

Annex 1B: Description of Transfer: MODULE TWO and MODULE THREE shall incorporate the description of processing in ANNEX A to the DPA.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: MODULE TWO and MODULE THREE shall incorporate the technical and organisational measures detailed in ANNEX A to the DPA.

Annex III: List of Sub processors (Modules 2 and 3 only): MODULE TWO and MODULE THREE shall incorporate the list of Sub-Processors in ANNEX A to the DPA.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☒ Importer ☒ Exporter ☐ neither Party
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Part 2: Mandatory Clauses

Entering into this Addendum

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

- Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum 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.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
- together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
- References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - In Clause 2, delete the words:

"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";
 - Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - Clause 8.8(i) of Modules 2 and 3 is replaced with:

"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
 - References to "Regulation (EU) 2016/679", "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)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - References to Regulation (EU) 2018/1725 are removed;
 - References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
 - The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
 - Clause 13(a) and Part C of Annex I are not used;
 - The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
 - In Clause 16(e), subsection (i) is replaced with:

"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;"
 - Clause 17 is replaced with:

"These Clauses are governed by the laws of England and Wales.";
 - Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and

- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.