**Data Processing Agreement**

This Data Processing Agreement (this "**DPA**"), effective as of the date of last signature below ("**DPA Effective Date**"), is entered into by and between Wolters Kluwer Global Business Services B.V. on behalf of itself and its Affiliates ("**WK**") and [enter SUPPLIER NAME] ("**Supplier**").

WK, and Supplier or its Affiliate are parties to one or more services agreements that involve processing of personal data (collectively the "**Agreement**"). In the course of providing services (the "**Services**") to WK pursuant to the Agreement, Supplier or its Affiliate may process Personal Data (as defined below) on behalf of WK (including any controllers on whose behalf WK processes the Personal Data), and Supplier and its Affiliate agree to comply with this DPA with respect to any Personal Data. This DPA forms a part of the Agreement.

1.      Definitions.  In this DPA, the following terms shall have the meaning set out below:

a.      "**Affiliate**" means, with respect to any entity, any other entity that controls, is controlled by or under the control of such first entity.  For purposes of this definition only, "**control**" shall mean the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.

b.      "**Assimilated Law**" means retained EU law as set out in the United Kingdom's European Union (Withdrawal) Act 2018 as amended by the Retained EU Law (Revocation and Reform) Act 2023

c.      "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code 1798.100 *et seq*., as amended or superseded from time to time (including the California Privacy Rights Act of 2020), and regulations promulgated thereunder.

d.      "**EEA**" means the European Economic Area.

e.      "**EU GDPR**" means EU General Data Protection Regulation 2016/679 and any applicable national laws made under it.

f.      "**EU Standard Contractual Clauses**" means the 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 C/2021/3972, which can be found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en (Module Two and Module Three of which are incorporated herein by way of reference and as set forth in  Annex 2) or any subsequent version thereof published by the European Commission (which will automatically apply). References to a "Module" within Annex 2 refers to the applicable Module within the EU Standard Contractual Clauses.

g.      "**Personal Data**" means all information relating to an identified or identifiable natural person, plus any other data protected by Privacy Laws and processed in the context of the Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

h.      "**Privacy Laws**" means all laws, in any jurisdictions worldwide, that relate to (i) the confidentiality, processing, right to privacy, information security, protection, obligation to provide data breach notifications, transfer or trans-border data flow of Personal Data, or customer information,  (ii) electronic data privacy; or  (iii) pertaining to the development or deployment of AI Systems; whether such laws are in place as of the effective date of this DPA or come into effect during the term. Privacy Laws include but are not limited to EU GDPR, the CCPA and the UK GDPR as amended, enacted, re-enacted, replaced, extended, modified, consolidated or repealed from time to time.

i.      "**Subprocessor**" means any person (including Supplier's Affiliates and any other third parties) appointed by or on behalf of Supplier to process Personal Data in connection with the provision of Services.

j.      "**Switzerland Addendum**" means the Swiss Addendum covering data transfers from Switzerland to a third country as set forth in Annex 2.

k.      "**UK GDPR**" means the UK Data Protection Act 2018  and the GDPR as it forms part of Assimilated Law and includes all subordinate legislation and relevant regulations.

l.      "**UK Model Clauses**" means the UK International Data Transfer Addendum incorporating the terms of the relevant EU Standard Contractual Clauses in the form adopted by the UK ICO which can be found at international-data-transfer-addendum.pdf (ico.org.uk) (as amended, superseded or replaced from time to time) as set forth and incorporated in accordance with Annex 3.

m.      The terms "**controller**", "**data subject**", "**personal data breach**", "**processor**", "**processing**", and "**supervisory authority**" shall have the meanings ascribed to them in the EU GDPR, and their cognate terms shall be construed accordingly.

n.      Where there is a reference to a specific article or provision in the EU GDPR such reference shall be taken to include (and extend to) any essentially equivalent provision or obligation set out in the UK GDPR as applicable.

2.      <u>Compliance with Privacy Laws</u>.  In addition to Supplier's other obligations under the Agreement, Supplier shall (i) comply with all applicable Privacy Laws with respect to the processing of Personal Data, the Personal Data and the Services, and (ii) provide WK with all assistance as WK may reasonably require to comply with applicable Privacy Laws.

3.      <u>Controller and Processor</u>. For purposes of this DPA and as between the parties, WK is the controller of the Personal Data and Supplier is the processor of such data, except when WK acts as a processor of Personal Data, in which case Supplier is a Subprocessor. WK and its Affiliates (including any controllers on whose behalf WK processes the Personal Data), as the respective controllers, shall determine the purposes of collecting and processing Personal Data.

4.      <u>Scope of Processing</u>.

a.      In order for Supplier to provide the Services under the Agreement, Supplier will have access to certain Personal Data.  Annex 1 to this DPA sets out certain information regarding the processing of Personal Data as required by Article 28(3) of the GDPR.

b.      Supplier shall only process Personal Data (i) in accordance with the documented instructions received from WK from time to time in connection with the Services, including with regard to transfers of Personal Data to a third country or an international organization, and (ii) for the sole purpose of fulfilling its explicit obligations under the

Agreement. For the avoidance of doubt, Supplier shall not use, or caused to be used, any WK Data in any manner to create, train, or improve (directly or indirectly) any AI System, unless expressly authorized by WK in writing. If Supplier believes that an instruction may cause Supplier to be in violation of an applicable law, or that an applicable law otherwise requires Processor to process Personal Data other than in accordance with this DPA, then Supplier shall immediately inform WK in advance of any relevant processing of the affected Personal Data, unless the relevant applicable law prohibits this on important grounds of public interest.

c.        CCPA Use Limitation. For purposes of this Section 4(c), "Business Purpose", "Sell", and "Share" shall have the meanings given to such terms in the CCPA.    Supplier shall process Personal Data on behalf of WK in furtherance of one or more enumerated Business Purposes under applicable law and comply with the obligations applicable to it under the CCPA, including providing the same level of privacy protection with respect to such Personal Data as is required by the CCPA.  If Supplier determines that it can no longer meet its obligations under the CCPA with respect to Personal Data, Supplier will notify WK.  Furthermore, Supplier will not: (i) Sell or Share Personal Data; (ii) retain, use, or disclose Personal Data for any purpose other than performing the Services for WK as specified in the Agreement; (iii) retain, use, or disclose Personal Data outside of the direct business relationship between WK and Supplier; and (iv) combine Personal Data with personal data that it receives from, or on behalf of, another entity, or collects from its own interaction with data subjects except as permitted under applicable law.  Supplier certifies that it understands the foregoing restrictions.  WK shall have the right to take reasonable and appropriate steps to help ensure that Supplier processes Personal Data in a manner consistent with WK's obligations under the CCPA, including without limitation the right, upon reasonable advanced notice, to stop and remediate any unauthorized processing of Personal Data.

5.        Supplier Personnel; Confidentiality. Supplier shall take all reasonable steps to ensure the reliability of any Supplier personnel (including that of its Subprocessors) who may have access to the Personal Data. Supplier shall, and shall ensure that Subprocessors shall, treat Personal Data as Confidential Information under the Agreement. Supplier shall ensure that each of its, and Subprocessors', personnel that is authorized to process Personal Data is subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6.        Security. Without limiting Supplier's security-related obligations under the Agreement, Supplier shall at all times have implemented and maintain a comprehensive written information security program that (i) complies with all applicable Privacy Laws, and (ii) contains reasonable and appropriate administrative, operational, technical, physical and organizational measures that are designed to preserve and protect the security, integrity and confidentiality of Personal Data and protect Personal Data against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access.  Such measures shall (a) include, as appropriate, measures required pursuant to Article 32 of the GDPR, (b) ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, (c) require that all Personal Data stored on any of Supplier's onsite storage devices be accessible via a secured network, (d) require that Supplier encrypt all other transmissions of Personal Data, including over public networks or wireless networks, and (e) require that Supplier encrypt all Personal Data stored on any removable or portable devices or media. Such encryption shall meet or exceed the accepted industry standards of data encryption used for Personal Data and what is required by Privacy Laws. Supplier shall assist WK in ensuring compliance with WK's obligations pursuant to Article 32 of the GDPR, taking into account the nature of the processing and the information available to Supplier.

7. <u>Subprocessors</u>.  Supplier shall not subcontract any of its responsibilities with regard to any Personal Data or otherwise allow a Subprocessor access to any Personal Data unless WK has approved such Subprocessor in advance in writing. For any Subprocessors that WK has approved: (i) Supplier shall ensure that, prior to allowing a Subprocessor to process Personal Data, Supplier has exercised appropriate due diligence in selecting such Subprocessor to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Agreement; (ii) Supplier shall remain fully responsible and liable for all acts, omissions, and work performed by any of its Subprocessors, including its Subprocessors' compliance with the terms and conditions of the Agreement (including this DPA) and applicable Privacy Laws; (iii) Supplier shall ensure that the arrangements with Subprocessors are governed by a written contract including terms that impose the same obligations as those set out in the Agreement (including this DPA) and meet the requirements of Article 28(3) and Article 46(1) of the GDPR; and (iv) at WK's request, Supplier shall provide WK with (a) such copies of such written contract(s) with Subprocessors, (b) information as to the identity and location of the Subprocessors and the applicable main data flows, and (c) the actions and measures Supplier has undertaken to comply and monitor compliance with the provisions of the Privacy Laws applicable to the Subprocessors.

8.    <u>Data Subject Requests</u>. In order to enable WK to fulfill its duties under the applicable Privacy Law, Supplier will promptly and adequately notify WK if Supplier or any Subprocessor receives any complaint, inquiry or request (including requests made by data subjects to exercise their rights pursuant to GDPR) related to WK's or Supplier's obligations under applicable Privacy Laws or Supplier's and/or Subprocessors' processing of Personal Data on behalf of WK.  Supplier will not, and will ensure that Subprocessors will not, respond to such complaints, inquires and/or requests except on the documented instructions of WK.  Supplier will assist WK by implementing appropriate technical and organizational measures, providing WK with all necessary cooperation, assistance and information as may be reasonably required for the purpose of responding to, or otherwise fulfilling WK's obligations under Privacy Law in relation to, such complaints, inquires and/or requests.

9.    <u>Data Breach</u>. In addition any data or security breach notification obligations under the Agreement, Supplier shall notify WK without undue delay and in any event within forty-eight (48) hours after Supplier or any Subprocessor becomes aware of an actual or reasonably suspected personal data breach affecting Personal Data, providing WK with sufficient information to allow WK and/or WK's Affiliates as appropriate to meet any obligations to report or inform regulatory authorities, data subjects and other entities of such personal data breach under Privacy Laws. Such notification shall at a minimum: (i) describe the nature of the personal data breach, categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained; (iii) describe the likely consequences of the personal data breach; and (iv) describe the measures taken or proposed to be taken by Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.  Supplier shall take prompt steps to remedy the personal data breach and mitigate any harmful effects, and shall, and shall ensure that Subprocessors shall, co-operate with WK and take such reasonable steps as are directed by WK to assist in any subsequent investigation, litigation, provision of notices, and mitigation and remediation of each such personal data breach.  Unless required by Privacy Law, Supplier shall not inform any third party of any personal data breach involving Personal Data without first obtaining WK's prior written consent.

10.    <u>Data Protection Impact Assessments</u>. Supplier shall provide commercially reasonable assistance to WK (and/or WK's Affiliates as appropriate) with any data protection impact assessments or similar assessments and prior consultations with supervisory authorities or other competent regulatory authorities, which WK reasonably considers to be required.

11.     Return or Destruction of Data. WK may in its absolute discretion by written notice to Supplier require Supplier, within fourteen (14) days of the date of cessation of any Services involving the processing of Personal Data or sooner upon request by WK, to (i) return all copies of Personal Data in the control or possession of Supplier and Subprocessors by secure file transfer in such format as is reasonably notified by WK to Supplier; or (ii) delete and procure the deletion of all copies of Personal Data processed by Supplier and Subprocessors.  Supplier may retain Personal Data to the extent required by applicable laws and provided that Supplier continues protecting such Personal Data in accordance with the Agreement (including this DPA) and only processes such Personal Data as necessary for the purposes specified in the applicable laws requiring its storage and for no other purpose. Supplier shall provide written certification to WK that it and Subprocessors have fully complied with such requirement.

12.     Audits.   Upon WK's request, Supplier shall, within the timeframe stipulated by WK, provide WK all information necessary to demonstrate compliance with the Agreement, including this DPA.  Supplier shall, and shall ensure Subprocessors shall, at no additional cost to WK, allow for and contribute to audits, including inspections, conducted by WK or an auditor mandated by WK.

13.     Data Transfer.  Supplier shall not, and shall ensure that Subprocessors shall not, transfer Personal Data from a location in the EEA and/or the United Kingdom ("UK") and/or Switzerland, to a recipient that is located outside of the EEA and/or the UK and/or Switzerland or an international organization not offering an adequate level of data protection unless Supplier has taken such measures as are necessary to ensure the transfer is in compliance with Privacy Laws including (without limitation):

    a.     WK as Controller and Supplier as Processor. If and to the extent WK and/or one or more of its Affiliates are the controller of Personal Data and Supplier and/or one or more of its Affiliates are the processor of such data, Supplier (i) shall comply with the documented instructions received from WK or WK's Affiliate(s); and (ii) will enter into the MODULE TWO:  controller to processor EU Standard Contractual Clauses with the Switzerland Addendum and, where the UK GDPR applies, the UK Model Clauses, as set out at Annex 2A and Annex 3 respectively.
    b.     WK as Processor and Supplier as Sub-processor.  If and to the extent WK and/or one or more of its Affiliates are the processor of Personal Data and Supplier and/or one or more of its Affiliates are the Subprocessor of such data, Supplier (i) shall comply with the documented instructions received from WK or WK's Affiliate(s); and (ii) will enter into the MODULE THREE: processor to processor EU Standard Contractual Clauses with the Switzerland Addendum and, where the UK GDPR applies, incorporate the UK Model Clauses, as set out at Annex 2B and Annex 3 respectively.

14.     Records.  Supplier shall maintain a record in writing of all categories of processing activities that Supplier carries out on WK's behalf and shall make such records available to WK or a supervisory authority upon request. Such record shall, at a minimum, contain the information required by Article 30(2) of the GDPR.

15.     Indemnity.  Supplier shall indemnify WK and its Affiliates and holds WK and its Affiliates harmless against all claims, actions, third party claims and losses, damage or costs incurred or suffered by WK and its Affiliates and arising directly or indirectly out of or occurring in connection with a breach of this DPA by Supplier or Subprocessor and/or any violation by Supplier or Subprocessor of Privacy Laws.

16.     Miscellaneous.

a.      Except as otherwise set forth herein, all terms and conditions of the Agreement will continue in full force and effect as set forth therein and amended thereby. Nothing in this DPA reduces Supplier's obligations under the Agreement in relation to the protection of Personal Data or permits Supplier to process (or permit the processing of) Personal Data in a manner that is prohibited by the Agreement.

b.      Notwithstanding anything to the contrary in the Agreement, in the event and to the extent of any conflict between the terms and conditions of (i) this DPA and applicable laws, the provision(s) of the applicable laws shall govern, (ii) this DPA and the EU Standard Contractual Clauses, the EU Standard Contractual Clauses shall govern, (iii) this DPA and the UK Model Clauses, the UK Model Clauses shall govern and (iv) this DPA and the Agreement, the provision(s) that are more protective of Personal Data shall govern. Supplier shall comply with the terms of this DPA during the term of the Agreement and during any period during which Supplier may have access to Personal Data.

c.      Except to the extent set out otherwise in the EU Standard Contractual Clauses, and, where the UK GDPR applies, the UK Model Clauses and as necessary to comply with Privacy Laws, this DPA will be governed by the laws of the country or territory stipulated in the Agreement.

d.      Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

e.      If, and to the extent required by applicable Privacy Laws, the parties agree to make all commercially reasonable efforts to make necessary amendments to this DPE, including all Annexes. The parties will agree on the necessary changes in good faith, taking into account the obligation to carry out this contractual relationship in compliance with applicable Privacy Laws.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, this DPA is entered into and becomes a binding part of the Agreement with effect as of the DPA Effective Date.


**Wolters Kluwer Global Business Services B.V.**

Signature: _____

Name: _____

Title: _____

Date Signed: _____


**Wolters Kluwer Global Business Services B.V.**

Signature: _____

Name: _____

Title: _____

Date Signed: _____


**[SUPPLIER]**

Signature: _____

Name: _____

Title: _____

Date Signed: _____

**ANNEX 1**

**DETAILS OF PROCESSING OF PERSONAL DATA**

This Annex includes certain details of the processing of Personal Data:

**Subject matter and duration of the processing of Personal Data**

The subject matter and duration of the processing of the Personal Data are set out in the Agreement (including the DPA).

**The nature and purpose of the processing of Personal Data**

The nature and purpose of the processing of Personal Data are set out in the Agreement (including the DPA).

**The types of Personal Data to be processed**

The Personal Data include such types of data as may be required for the delivery of the Services within the scope of the Agreement.

Personal Data includes: name; title; position; employer; contact information (company, email, phone, physical business address and resident address); access / usage / authorization data and contract data.

**The categories of data subject to whom the Personal Data relates**

Unless provided otherwise by the data exporter, Personal Data relates to the following categories of data subjects: employees, contractors, customers, business partners or other individuals having Personal Data provided under the Agreement.

**ANNEX 2A**

## MODULE 2: CONTROLLER TO PROCESSOR

The Parties hereby agree that they will comply with the EU Standard Contractual Clauses: Module 2, which are incorporated herein by reference, a copy of which can be found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en as amended by this Annex 2A. The Parties agree that by signing the DPA, the Parties shall be deemed to have signed Module 2 in their own name and on their own behalf, thereby establishing a legal basis for the transfer. If requested by WK, the Supplier will directly sign Module 2 EU Standard Contractual Clauses incorporating the following:

(a)     **Clause 7 (Docking Clause)**-not used

(b)     **Clause 9 (Use of Subprocessors): "Option 2" applies**; and subsection (a) shall state: 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 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).

(c)     **Clause 11 (Redress)** subsection (a) shall state:  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 authorized to handle complaints.  It shall deal promptly with any complaints it receives from a data subject.

(d)     **Clause 13 (Supervision)** subsection (a) shall state: (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.

(e)     **Clause 17 (Governing law): "Option 1" applies and** shall state: 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 Netherlands.

(f)     **Clause 18 (Choice of forum and jurisdiction)** subsection (b) shall state: The Parties agree that those shall be the competent court of Amsterdam in the Netherlands.


**Annex I.A (List of Parties):**

**Data exporter(s):**

WK as defined in the DPA.

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

Data exporter can be contacted through the contact details set out in the notice provisions of the Agreement.

**Activities relevant to the data transferred under these Clauses:**

The provision of the Services as described in the Agreement.

**Signature and date:**  See signature in DPA

**Role (controller/processor):** Controller

**Data importer(s):**

Supplier and/or its Affiliates as defined in the DPA.

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

Data importer can be contacted through the contact details set out in the notice provision of the Agreement.

**Activities relevant to the data transferred under these Clauses:**

The performance of the Services as described in the Agreement.

**Signature and date:** See signature in DPA

**Role (controller/processor):** Processor

**Annex I.B (Description of the transfer):**

Categories of data subjects whose personal data is transferred:

Personal Data transferred relates to the following categories of data subjects: employees, contractors, customers, business partners, or other individuals whose Personal Data is necessary to process in order to perform the Services as provided under the Agreement.

Categories of personal data transferred

The Personal Data include such types of data as may be required for the delivery of the Services within the scope of the Agreement. Personal Data includes: name, title, position, employer, Contact information (company, email, phone, physical business address and resident address); access/usage/authorization data, contract data.

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.

Not applicable.

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

Continuous basis as necessary for the performance of the Services as set forth in the Agreement.

Nature of the processing

See the description of processing below.

Purpose(s) of the data transfer and further processing:

The nature and purpose of the transfer and further processing are set out in the Agreement.

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

Personal data will be retained only for the time necessary to perform the Services under the Agreement.

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

Same as above and to the extent authorized by the Agreement.


**Annex I.C (Competent Supervisory Authority):**

The competent supervisory authority is the Dutch Supervisory Authority (Autoriteit Persoonsgegevens).


**Annex II (Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data):**

Description of the technical and organisational security measures required pursuant to Clause 8 and that must be met by the Importer are included in the Agreement or as otherwise agreed by the parties in writing.

**Annex III-Swiss Addendum**

This Annex III applies for transfers of Personal Data from Switzerland to a third country.

Where Personal Data is transferred from Switzerland to a third country:

(i)        Where the EU Standard Contractual Clauses refer to Member States, they shall be read to refer to Switzerland.

(ii)       Where the EU Standard Contractual Clauses refer to applicable data protection law or the GDPR, they shall be read to refer to the Swiss Federal Act on Data Protection (as revised from time to time).

(iii)      The reference to the courts of the Member State in Clause 18 (c) shall be read to refer to the Swiss courts for the place where the data subject has their habitual residence.

(iv)      In accordance with Clause 13, the reference to the competent supervisory authority in Annex I.C. shall be read to refer to the Swiss Federal Data Protection and Information Commissioner.


Annex 2B

**MODULE 3:  PROCESSOR TO PROCESSOR**


The Parties hereby agree that they will comply with the EU Standard Contractual Clauses: Module 3, which are incorporated herein by reference, a copy of which can be found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en. as amended in this Annex 2B. The Parties agree that by signing the DPA, the Parties shall be deemed to have signed Module 3 in their own name and on their own behalf, thereby establishing a legal basis for the transfer. If requested by WK, the Supplier will directly sign Module 3 EU Standard Contractual Clauses incorporating the following:


(a)       **Clause 7 (Docking Clause)**-not used

(b)       **Clause 9 (Use of Subprocessors) "Option 2" applies**; and subsection (a) shall state: 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 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).

(c) **Clause 11 (Redress)** subsection (a) shall state:  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 authorized to handle complaints.  It shall deal promptly with any complaints it receives from a data subject.

(d) **Clause 13 (Supervision)** subsection (a) shall state: (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.

(e) **Clause 17 (Governing law) "Option 1" applies**; and shall state: 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 Netherlands.

(f) **Clause 18 (Choice of forum and jurisdiction)** subsection (b) shall state: The Parties agree that those shall be the competent court of Amsterdam in the Netherlands.


**Annex I.A (List of Parties):**

**Data exporter(s):**

WK as defined in the DPA.

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

Data exporter can be contacted through the contact details set out in the notice provisions of the Agreement.

**Activities relevant to the data transferred under these Clauses:**

The provision of the Services as described in the Agreement.

**Signature and date:**  See signature in the DPA

**Role (controller/processor):** Processor

**Data importer(s):**

Supplier and/or its Affiliates as defined in the DPA.

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

Data importer can be contacted through the contact details set out in the notice provision of the Agreement between data exporter and data importer.

**Activities relevant to the data transferred under these Clauses:**

The performance of the Services as described in the Agreement.

**Signature and date**: See signature in the DPA

**Role (controller/processor):**Processor

**Annex I.B (Description of the transfer):**

*Categories of data subjects whose personal data is transferred*

Personal Data transferred relates to the following categories of data subjects: employees, contractors, customers, business partners, or other individuals whose Personal Data is necessary to process in order to perform the Services as provided under the Agreement.

*Categories of personal data transferred*

The Personal Data include such types of data as may be required for the delivery of the Services within the scope of the Agreement. Personal Data includes: name, title, position, employer, Contact information (company, email, phone, physical business address and resident address); access/usage/authorization data, contract data.

*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.*

Not applicable

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*
 Continuous basis as necessary for the performance of the Services as set forth in the Agreement.

*Nature of the processing*

See the description of the purposes below.

*Purpose(s) of the data transfer and further processing*

The nature and purpose of the transfer and further processing are set out in the Agreement

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

Personal data will be retained only for the time necessary to perform the Services under the Agreement.

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

Same as above and to the extent authorized by the Agreement.

**Annex I.C (Competent Supervisory Authority):**

The competent supervisory authority is the Dutch Supervisory Authority (Autoriteit Persoonsgegevens).

**Annex II (Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data):**

Description of the technical and organisational security measures required pursuant to Clause 8 and that must be met by the Importer are included in the Agreement or as otherwise agreed by the parties in writing.

**Annex III-Swiss Addendum**

This Annex III applies for transfers of personal data from Switzerland to a third country.

Where personal data is transferred from Switzerland to a third country:

(i)        Where the EU Standard Contractual Clauses refer to Member States, they shall be read to refer to Switzerland.

(ii)       Where the EU Standard Contractual Clauses refer to applicable data protection law or the GDPR, they shall be read to refer to the Swiss Federal Act on Data Protection (as revised from time to time).

(iii)      The reference to the courts of the Member State in Clause 18 (c) shall be read to refer to the Swiss courts for the place where the data subject has their habitual residence.

(iv)       In accordance with Clause 13, the reference to the competent supervisory authority in Annex I.C. shall be read to refer to the Swiss Federal Data Protection and Information Commissioner.

**ANNEX 3**

**UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU STANDARD CONTRACTUAL CLAUSES**

The Parties hereby agree that they will comply with the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, incorporated by reference herein and a copy of which can be found at international-data-transfer-addendum.pdf (ico.org.uk) as amended and incorporating the EU Standard Contractual Clauses as follows: Transfers of Personal Data pursuant to Section 13(c) of the DPA:

Table 1: Parties and signatures

| Start date | Upon execution of the Agreement | |
|---|---|---|
| The Parties | Exporter (who sends the Restricted Transfer) | Importer (who receives the Restricted Transfer) |
| Parties' details | WK as identified in the DPA | Supplier identified in the DPA |
| Key Contact | Refer to Signatories of the Agreement | Refer to Signatories of the Agreement |

Table 2: Selected SCCs, Modules and Selected Clauses, Table 3: Appendix Information

| Term | Amendment / Selected Option |
|---|---|
| Module | Module 2: (EU Standard Contractual Clauses) controller to processor<br><br>Transfers from a Processor to a Processor: Module 3 (EU Standard Contractual Clauses): processor to processor |
| Clause 7 (Docking Clause) | Not used |
| Clause 11 (Redress) | Optional clause not included. |
| Clause 9 (Use of sub-processors) | "Option 2" GENERAL WRITTEN AUTHORISATION applies and 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. |
| Appendix Annex I.A (List of parties) | See Annex IA of Module 2 Controller to Processor or Module 3 Processor to Processor (EU Standard Contractual Clauses) as applicable located in Annex 2 of the DPA. |
| Appendix Annex I.B (Description of the transfer) | See Annex IB of Module 2 or Module 3 (EU Standard Contractual Clauses) as applicable located in Annex 2 of the DPA. |
| Appendix Annex II (Technical and organisational measures) | See Annex II of Module 2 or 3 (EU Standard Contractual Clauses) as applicable located in Annex 2 of the DPA |

| | |
|---|---|
| **Appendix Annex III (List of sub-processors)** | Annex III: List of Sub processors (Modules 2 and 3 only): N/A |
| **Table 4: Ending this Addendum when the Approved Addendum changes** | Neither Party: Optional termination right not included. |