DATA PROCESSING AGREEMENT

If you process personal data on behalf of the Company, the following terms shall apply. These terms are supplementary to the Main Terms and Conditions ("the Main Terms). All capitalized terms that are not defined in this Appendix shall have the definitions set out in the Main Terms. The particulars of processing under this schedule below and its annexes should be completed as appropriate to the processing.

1. INTRODUCTION

1.1 Pursuant to the "**Services Agreement**" the Supplier shall provide certain services to the Company. To the extent that the Supplier is processing Company Personal Data as part of the Services, the terms contained in this Data Processing Agreement (the "**Agreement**") will apply.

1.2 If the Services are altered during the term of the Services Agreement and the altered Services involve new or amended processing of Company Personal Data, the parties will ensure that Annex 1 is updated as appropriate before such processing commences.

1.3 If the Data Protection Legislation is amended during the term of this Agreement in a way that affects the compliance of this Agreement with the Data Protection Legislation, the parties will ensure that this Agreement is updated as appropriate as soon as reasonably practicable.

1.4 Except as otherwise stated in this Agreement, in respect of all processing of Company Personal Data carried out pursuant to the Services Agreement, the parties agree that the Company is the controller, and that the Supplier is the processor.

2. DEFINITIONS

2.1 For the purposes of this Agreement, capitalised terms shall have the meanings given below:

"**Company Personal Data**" means personal data provided or made available to the Supplier, or collected or created by the Supplier in the course of delivering the Services and includes but is not limited to the personal data set out in Annex 1.

"**Applicable Law**" means (i) any and all laws, statutes, regulations, by-laws, orders, ordinances and court decrees that apply to the performance and supply of the Services or the processing of Company Personal Data under this Agreement, and (ii) the terms and conditions of any applicable approvals, consents, exemptions, filings, licences, authorities, permits, registrations or waivers issued or granted by, or any binding requirement, instruction, direction or order of, any applicable government department, authority or Company having jurisdiction in respect of that matter.

"**Data Protection Legislation**" means all Applicable Laws and codes of practice applicable to the processing of personal data including, where applicable, the GDPR.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time.

"**Losses**" means all liabilities, including all:

(a) costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material and non-material damage); and

(b) to the extent permitted by Applicable Law:

(i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a court or regulatory authority;

(ii) compensation to a data subject ordered by a court or regulatory authority; and

(iii) the costs of compliance with investigations by a regulatory authority.

"Non-Adequate Recipient" means a recipient of Company Personal Data which is established in a country or territory which has not been recognised by a relevant competent supervisory authority or another competent authority (including the European Commission) as providing an adequate level of protection to personal data.

"Restricted Transfer" means a transfer of Company Personal Data to a Non-Adequate Recipient which may be rendered permissible under Data Protection Legislation where a Transfer Mechanism is validly used in order to make and govern the transfer.

"**Standard Contractual Clauses**" or "**SCCs**" means a set of contractual provisions approved or otherwise recognised by a relevant competent supervisory authority as enabling an international transfer or personal data to be made in compliance with Data Protection Legislation including, (i) in the EEA, the contractual provisions found in decision 2021/914 of the European Commission ("**EEA SCCs**"), (ii) for ASEAN, the ASEAN Model Contractual Clauses for Cross Border Data Flows (**"ASEAN MCCs"**), (iii) for Hong Kong, the Recommended Model Contractual Clauses for Cross-border Transfer of Personal Data (**"HK RMCs"**), (iv) for New Zealand, the Model Contract Clauses Agreement ("**NZ Model Agreement**"), and (v) for China, the Standard Contract for Outbound Transfer of Personal Information ("**China Standard Contract**") issued by the Cyberspace Administration of China.

"**Sub-Processor**" means another processor engaged by the Supplier for carrying out processing activities in respect of the Company Personal Data on behalf of the Company and authorised by the Company in accordance with clause 6.7 of this Agreement.

"Transfer Mechanism" means any means of transferring personal data from a data exporter to a data importer, permitted under the Data Protection Legislation, including the Standard Contractual Clauses.

2.2 Where this Agreement uses the terms defined in the Data Protection Legislation, those terms shall have the same meaning as in the Data Protection Legislation.

2.3 This Agreement is to be read and interpreted in the light of the provisions of the Data Protection Legislation and must not be interpreted in a way that runs counter to the rights and obligations provided for in the Data Protection Legislation, or in a way that prejudices the fundamental rights or freedoms of data subjects.

2.4 Where this Agreement uses the terms "**includes**" or "**including**", such terms shall be deemed to be followed by the words "without limitation".

3. PURPOSE AND SCOPE

3.1 The purpose of this Agreement is to ensure compliance with the Data Protection Legislation.

3.2 This Agreement applies to the processing of Company Personal Data as set out in clause 5 and as specified in Annex 1.

3.3 This Agreement is without prejudice to obligations to which the Company and the Supplier are subject by virtue of the Data Protection Legislation.

4. HIERARCHY

4.1 In the event of a contradiction or inconsistency between:

4.1.1 this Agreement and the provisions of the Services Agreement or any other agreement between the parties existing at the time when this Agreement is effective, this Agreement will prevail; or

4.1.2 where there is Restricted Transfer, this Agreement and any applicable Transfer Mechanism, then the applicable Transfer Mechanism will prevail; or

4.1.3 an applicable Transfer Mechanism and another applicable Transfer Mechanism, the Transfer Mechanism which affords the highest level of protection to the rights and freedoms of the data subjects will prevail,

in each case, solely to the extent of such contradiction or inconsistency.

5. DESCRIPTION OF PROCESSING

The details of the processing operations, their purposes, scope and duration, and the categories of Company Personal Data permitted to be processed by the Supplier in connection with the Services Agreement are set out in Annex 1.

6. OBLIGATIONS OF THE PARTIES

6.1 Instructions

6.1.1 The Supplier must process Company Personal Data only on documented instructions from the Company, unless required to do so by Applicable Law to which the Supplier is subject. In this case, the Supplier must inform the Company of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Company throughout the duration of the processing of Company Personal Data. These instructions must always be documented.

6.1.2 The Supplier must immediately inform the Company if, in the Supplier's opinion, instructions given by the Company infringe the Data Protection Legislation. Following such notification the Company will have the right to suspend the relevant processing instructions and either amend them (to the extent the Company considers this is necessary for the purpose of complying with Data Protection Legislation) or terminate that part of the processing by the Supplier. In the event of such suspension or termination, to the extent that any elements of the fees and/or charges under the Services Agreement relate to such processing instruction, such fees and/or charges will not be payable by the Company and the Supplier waives any right it may have to such amounts.

6.1.3 The Supplier must contact the Company as soon as reasonably practicable if it is ever unsure as to the parameters of any processing instructions of the Company.

6.2 Purpose limitation

The Supplier is permitted to process the Company Personal Data only for the specific purpose(s) of the processing, as set out in the Services Agreement and this Agreement including Annex 1, unless it receives further instructions from the Company.

6.3 Duration of the processing of Company Personal Data

Processing by the Supplier must only take place for the duration specified in Annex 1.

6.4 Security of processing

6.4.1 The Supplier must, at its own cost and expense, at least implement the technical and organisational measures specified in Annex 3 to ensure the security of the Company Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (a "**personal data breach**"). In assessing the appropriate level of security, the parties will take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

6.4.2 The measures referred to in clause 6.4.1 must at all times:

(a) be of at least the minimum standard required by Data Protection Legislation;

(b) be of a standard no less than the standards compliant with good industry practice for the protection of personal data; and

(c) be compliant with any minimum standards and/or requirements that the Company may provide to the Supplier from time to time in writing.

6.4.3 The Supplier may grant access to the Company Personal Data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Services Agreement. The Supplier must (and must procure its Sub-Processors must) ensure that persons authorised to process the Company Personal Data:

(a) are reliable and have received adequate training on compliance with this Agreement and the Data Protection Legislation;

(b) do not process Company Personal Data other than in accordance with processing instructions that the Company gives in accordance with clause 6.1.1 except where processing of Company Personal Data is required by Applicable Law in which case the Supplier must, where practicable and not prohibited by Applicable Law, notify the Company of any such requirement before processing in accordance with clause 6.1.1; and

(c) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.5 **Sensitive data** and critical data

The parties agree that personal data which: i) relates to minors (being a data subject under the age of 16 or such other age as defined under Applicable Law); or ii) reveals the 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; [(iii) identification number; (iv) bank account number; (v) passwords] ("**sensitive data**") and critical data which may have a serious impact on state security or public interest if such data is leaked ("**critical data**") will not be processed by the Supplier under this Agreement without specific written agreement between the parties. If the parties agree that sensitive data will be processed by the Supplier under the Services Agreement, then they may agree to and document specific restrictions and additional safeguards prior to the commencement of the processing including the requirement to conduct a data protection impact assessment (clause 7.4.1 below) as may be required under Data Protection Legislation.

6.6 **Documentation and compliance**

6.6.1 The parties must be able to demonstrate compliance with this Agreement.

6.6.2 The Supplier must deal promptly and adequately with inquiries from the Company about the processing of Company Personal Data in accordance with this Agreement.

6.6.3 The Supplier must (and must procure that any Sub-Processor must), at no cost to the Company, make available to the Company all information necessary to demonstrate compliance with the obligations that are set out in this Agreement or which stem directly from the Data Protection Legislation.

6.6.4 At the Company's request, the Supplier must (and must procure that any Sub-Processor must), at no cost to the Company, also permit and contribute to audits of the processing activities covered by this Agreement, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Company may take into account relevant certifications held by the Supplier.

6.6.5 The Company may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Supplier and will, where appropriate, be carried out with reasonable notice.

6.6.6 If any audit or inspection reveals non-compliance by the Supplier (or any Sub-Processor) with its obligations under Data Protection Legislation or a breach by the Supplier of its obligations under this Agreement, the Supplier must promptly at the request of the Company:

(a) pay the costs of the Company (or its qualified representative) of the audit or inspection; and

(b) resolve (and must procure that any Sub-Processor resolves), at its own cost and expense all data protection and security issues discovered during the audit or inspection which reveal a breach or potential breach by the Supplier (or any Sub-Processor) of its obligations under this Agreement.

6.6.7 The parties will make the information referred to in this clause 6.6, including the results of any audits, available to the competent supervisory authority/ies on request.

6.7 **Use of Sub-Processors**

6.7.1 The Supplier may not subcontract any of its processing operations performed on behalf of the Company in accordance with this Agreement to a Sub-Processor, without the Company's prior specific written authorisation. The Supplier must submit a request for specific authorisation at least 2 weeks prior to the engagement of the Sub-Processor in question, together with the information necessary to enable the Company to determine whether or not to grant any authorisation. The list of Sub-Processors authorised by the Company can be found in Annex 2 or as may be agreed between the parties in writing. The Supplier must maintain a list of authorised Sub-Processors and provide such list to the Company on request.

6.7.2 Where the Supplier engages a Sub-Processor for carrying out specific processing activities (on behalf of the Company), it must:

(a) enter a contract which imposes on the Sub-Processor data protection obligations which are not less restrictive than those imposed on the Supplier under this Agreement;

(b) ensure that the Sub-Processor complies with the obligations to which the Supplier is subject under this Agreement and the Data Protection Legislation;

(c) keep a written record containing at least the following information in relation to each Sub-Processor: (i) all of the information set out in by Annex 2; (ii) the date on which the Company gave the written approval referred to in clause 6.7.1; and (iii) the name and job title of the person who gave such written approval on behalf of the Company. The Supplier must, on request, make a copy of this record available to the Company; and

(d) immediately cease using a Sub-Processor to process Company Personal Data upon receiving written notice from the Company directing the Supplier to do so.

6.7.3 At the Company's request, the Supplier must promptly provide a copy of the relevant Sub-Processor agreement that is referred to in clause 6.7.2(a) and any subsequent amendments to the Company.

6.7.4 The Supplier remains fully responsible to the Company for the performance of the Sub-Processor's obligations, as well as for any acts or omissions of the Sub-Processor as regards its processing of Company Personal Data. The Supplier must notify the Company of any failure by the Sub-Processor to fulfil its contractual obligations.

6.7.5 The Supplier must agree to a third party beneficiary clause with the Sub-Processor whereby - in the event the Supplier has factually disappeared, ceased to exist in law or has become insolvent - the Company has the right to terminate the Sub-Processor contract and to instruct the Sub-Processor to erase or return the Company Personal Data.

6.8 **International transfers**

Transfers between the Company and Supplier

6.8.1 To the extent that the provision of the Services by the Supplier requires a Restricted Transfer between the Company (acting as the 'data exporter') and the Supplier (acting as the 'data importer'), the parties will ensure that an agreed Transfer Mechanism will govern such Restricted Transfer, which may include the Standard Contractual Clauses (as may be relevant between a controller and a processor) if the Company determines that the Standard Contractual Clauses constitute the appropriate Transfer Mechanism in respect of such Restricted Transfer.

6.8.2 Where a Restricted Transfer set out in clause 6.8.1 would result in the transfer of Company Personal Data from the European Economic Area to a Non-Adequate Recipient outside the European Economic Area, Annex 4 will apply to such Restricted Transfers. Where a Restricted Transfer set out in clause 6.8.1 would result in the transfer of Company Personal Data from an APAC jurisdiction to a Non-Adequate Recipient outside such APAC jurisdiction, Annex 6 will apply to such Restricted Transfers.

6.8.3 The Supplier must implement and maintain technical and organisational measures to ensure that Company Personal Data is subject to a level of security appropriate to the risks arising from its processing and the processing of Sub-Processors.

Onward transfers between the Supplier and third parties

6.8.4 The Supplier must not (and must procure that Sub-Processors must not) carry out a Restricted Transfer of Company Personal Data without the prior written approval of the Company.

6.8.5 Where the Company provides its consent in accordance with clause 6.8.4 above, the Supplier must ensure that any such transfer of Company Personal Data:

a. takes place in compliance with the Data Protection Legislation; and

b. is conducted subject to and in accordance with a Transfer Mechanism agreed with the Company, as set out in Annex 2 or as otherwise agreed with the Company in writing.

6.8.6 Transfers approved by the Company as at the date of this Agreement are set out in Annex 2.

6.8.7 In respect of any Restricted Transfers to be made between the Supplier and a Sub-Processor, the Supplier must implement and maintain all appropriate technical, organisational and contractual measures to ensure that the Transfer Mechanism used to govern each Restricted Transfer is rendered effective and compliant with Data Protection Legislation (together, the "**Supplemental Measures**").

6.8.8 The Supplier warrants that it is and will at all times be compliant with: i) the obligations of any Transfer Mechanism; and ii) the Supplemental Measures referred to in clause 6.8.7 of this Agreement.

New Transfer Mechanism

6.8.9 Where any updates or amendments to, or replacement of, a Transfer Mechanism is approved by the competent authority/ies during the term of the Services Agreement ("New Transfer Mechanism"), the parties will work together to agree and to put in place a New Transfer Mechanism and the Company shall have no liability under the Agreement as a result of the suspension of a Transfer Mechanism.

7. ASSISTANCE TO THE COMPANY

7.1 The Supplier must (at no cost to the Company) promptly (and in any event within 3 calendar days of receipt) notify the Company of any request it receives from a data subject. The Supplier must not respond to the request itself, unless authorised to do so by the Company, and must provide the Company with such information, co-operation and assistance as the Company requires in relation to each such request.

7.2 The Supplier must (at no cost to the Company) promptly (and in any event within 48 hours of receipt) notify the Company of any complaint that it receives from a data subject or a competent supervisory authority relating to the processing of Company Personal Data. The Supplier must not respond to the complaint unless authorised to do so by the Company, and must provide the Company with such information, co-operation and assistance as the Company requires in relation to each such complaint.

7.3 The Supplier must (at no cost to the Company) promptly (and in any event within 3 calendar days of receipt) notify the Company of any enquiry it receives from a third party (which may include any competent supervisory

authority) relating to the processing of Company Personal Data. The Supplier must not respond to the enquiry unless authorised to do so by the Company, and must provide the Company with such information, co-operation and assistance as the Company requires in relation to each such enquiry.

7.4 The Supplier must assist the Company in:

7.4.1 carrying out any assessment of the impact of the envisaged processing operations on the protection of Company Personal Data (a 'data protection impact assessment') where in the Company's sole opinion or otherwise at any competent supervisory authority's direction the processing is likely to result in a high risk to the rights and freedoms of natural persons;

7.4.2 any obligation to consult any competent supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Company to mitigate the risk;

7.4.3 ensuring that Company Personal Data is kept accurate and up to date, by informing the Company without delay if the Supplier becomes aware that the Company Personal Data it is processing is inaccurate or has become outdated; and

7.4.4 the Company's compliance with obligations under Data Protection Legislation in respect of technical and organisational measures to be applied to Company Personal Data processed by the Supplier.

7.5 The Supplier must:

7.5.1 maintain a record of all categories of processing carried out on behalf of the Company;

7.5.2 make the same available to the Company and to any relevant regulatory authority (providing a copy of any such correspondence to the Company) on request; and

7.5.3 comply with all reasonable requests or directions by the Company to verify and/or procure the Supplier's full compliance with its obligations under Data Protection Legislation and this Agreement.

8. NOTIFICATION OF A PERSONAL DATA BREACH

8.1 In the event of a personal data breach of the Company Personal Data, the Supplier must cooperate with and assist the Company for the Company to comply with its relevant obligations under the Data Protection Legislation, where applicable, taking into account the nature of processing and the information available to the Supplier.

8.2 The Supplier must notify the Company without undue delay and in any event in no later than twelve (12) hours, after the Supplier having become aware of, or receiving a notification regarding, or first suspecting a personal data breach. The Supplier must, without undue delay, and in any event no later than twenty four (24) hours after becoming aware of, or receiving a notification regarding, or first suspecting a personal data breach provide the Company with detailed information which must contain, at least:

8.2.1 A description of the nature of the personal data breach (including, where possible) the categories and approximate number of data subjects and data records concerned);

8.2.2 the details of a contact point where more information concerning the personal data breach can be obtained; and

8.2.3 its likely consequences and the measures taken or proposed to be taken to address the personal data breach, including to mitigate its possible adverse effects.

8.3 Where it is not possible to provide all this information at the same time, the initial notification must contain the information then available and further information must, as it becomes available, subsequently be provided without undue delay.

8.4 The Supplier must take all necessary steps to mitigate the effects and to minimise any damage resulting from the personal data breach and to prevent a recurrence of such personal data breach.

8.5 The Supplier must assist the Company in notifying the personal data breach to relevant competent supervisory authorities, without undue delay, where the Company determines that such a notification is required.

8.6 The Supplier must assist the Company in complying with any obligation to communicate without undue delay the personal data breach to affected data subjects, where in the Company's opinion the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9. NON-COMPLIANCE WITH THIS AGREEMENT AND TERMINATION

9.1 Without prejudice to any provisions of Data Protection Legislation, in the event that the Supplier is in breach of its obligations under this Agreement, the Company may instruct the Supplier to suspend the processing of Company Personal Data until the Supplier complies with this Agreement or until the Services Agreement (or relevant parts thereof) is terminated. The Supplier must promptly inform the Company if it is unable to comply with this Agreement.

9.2 The Company is entitled to terminate this Agreement if:

9.2.1 the processing of Company Personal Data by the Supplier has been suspended by the Company pursuant to point clause 9.1 and if compliance with this Agreement is not restored within a reasonable time and in any event within 1 month following suspension;

9.2.2 the Supplier is in substantial or persistent breach of this Agreement or its obligations under the Data Protection Legislation;

9.2.3 the Supplier fails to comply with a binding decision of a competent court or a competent supervisory authority regarding its obligations under this Agreement or the Data Protection Legislation.

9.3 The Supplier is entitled to terminate the Services Agreement insofar as it concerns processing of Company Personal Data under this Agreement where, after having informed the Company that its instructions infringe applicable legal requirements in accordance with clause 6.1.2, the Company insists on compliance with the instructions.

9.4 Following termination of the Agreement for any reason, the Supplier must, at the choice of the Company, delete all Company Personal Data processed on behalf of the Company and certify to the Company that it has done so, or return all the Company Personal Data to the Company and delete existing copies unless Applicable Law requires storage of the Company Personal Data, in which case the Supplier must demonstrate the Applicable Law relied upon to the satisfaction of the Company. Until the data is deleted or returned, the Supplier must continue to ensure compliance with this Agreement.

9.5 Either party shall be entitled to immediately terminate this Agreement by notice in writing to the other if the other becomes insolvent, has a receiver, administrator, or administrative receiver appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for solvent amalgamation or reconstruction).

10. LIMITATION OF LIABILITY

10.1 The Company's total aggregate liability to the Supplier in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise,

arising in connection with the performance or contemplated performance of this Agreement or any collateral contract will in all circumstances be limited to 100% of the fees paid to the Supplier in the 12 months preceding the event triggering its liability.

10.2 Where both parties are responsible for the act, or omission to act, resulting in the payment of Losses by a party or both parties, then each party shall only be liable for that part of such Losses which is in proportion to its respective responsibility.

11. INDEMNITY

11.1 The Supplier shall indemnify and keep indemnified the Company in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by, the Company arising from or in connection with:

11.1.1 any breach by the Supplier of its obligations under this Agreement or the Data Protection Legislation; or

11.1.2 the Supplier (or any person acting on its behalf) acting outside or contrary to the processing instructions of the Company which the Supplier must comply with in accordance with clause 6.1 in respect of the processing of Company Personal Data.

12. MARKET-SPECIFIC DATA PROTECTION TERMS

12.1 Where the UK Data Protection Law (as such term is defined in Annex 5) applies to the processing of Company Personal Data by the Supplier, the provisions of this Agreement and the provisions of Annex 5 apply to such processing.

12.2 Where the Data Protection Legislation of any of the APAC countries applies to the processing of Personal Data by the Supplier, the provisions of this Agreement and the provisions of Annex 6 apply to such processing.

14. GENERAL

14.1 This Agreement shall commence when signed by the last party and shall continue until:

14.1.1 terminated by either party in accordance with clause 9; or

14.1.2 terminated by either party giving the other thirty (30) calendar days' written notice.

14.2 This Agreement will be governed by Governing law referenced in the Service Agreement, and the parties submit to the exclusive jurisdiction of the courts of referenced in the Service Agreement for all purposes connected with this Agreement, including the enforcement of any award or judgement made under or in connection with it.

14.3 Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of that party's rights under this Agreement.

14.4 If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected provided, however, that if any term or provision or part of this Agreement is severed as illegal or unenforceable, the parties shall seek to agree to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the parties embodied in this Agreement including, without limitation, the illegal or unenforceable term or provision or part.

14.5 This Agreement and the documents attached to or referred to in this Agreement shall constitute the entire understanding between the parties as to its subject matter and shall supersede all prior agreements, negotiations and discussions between the parties in respect of the same subject matter. In particular the parties warrant and represent to each other that in entering into this Agreement they have not relied upon any statement of fact or opinion made by the other, its officers, servants or agents which has not been included expressly in this Agreement. Further, each party hereby irrevocably and unconditionally waives any right it may have:

14.5.1 to rescind this Agreement by virtue of any misrepresentation; or

14.5.2 to claim damages for any misrepresentation whether or not contained in this Agreement;

save in each case where such misrepresentation or warranty was made fraudulently.

14.6 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out in the Services Agreement. Notices may be sent by first-class mail. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting.

The parties have signed this Agreement on the date set out above.

SIGNED for and on behalf of [***Insert name of Tag entity.***]

……

SIGNED for and on behalf of [***Insert Supplier name***.]

……

Annex 1 – data protection particulars

Include your response in the Su

Purposes and scope	*The Supplier is processing Company Personal Data for the purpose of delivering to the Company the Services described in the Services Agreement.*
Subject matter and nature of processing	*Completion Guide - Please select the type of work or service you'll be doing from the list below:* • *Choose **1** for **Business Development and Marketing*** • *Choose **2** for **Human Resource Management*** • *Choose **3** for **Technology or IT Services*** • *Choose **4** for **Creative Production Services*** • *Choose **5** if your service doesn't fit any of the above categories. After selecting the number, **briefly describe the specific service you provide**.* *The subject matter and nature of such processing is as indicated below:* *1. Business development and marketing* *2. Human resource management* *3. Technology services (such as infrastructure, hosting, software)* *4. Creative Protection Service* *5. Other (please specify)* *……...* ***SUPPLIER RESPONSE -***

Duration	*The duration of the processing described herein corresponds to the duration of the Services Agreement.*
Categories of Personal Data processed (including, where applicable, exported)	**What to select:** List the applicable numbers of the types of personal data you will process or have access to, in the supplier's response below. **Example:** "Individual Images, Names, Contact information, Employment information, Financial information." *The subject matter of the processing of Company Personal Data under this Agreement comprises the following data types/categories:* *1. Background checks* *2. Browsing information* *3. Contact information* *4. Education and skills* *5. Employment information* *6. Education and skills* *7. Family information* *8. Financial information* *9. Genetic information* *10. Government identifiers* *11. Financial information* *12. Professional experience and affiliations* *13. Social media information* *14. Travel and expense* *15. User account information* *16. Workplace welfare* *17. Other (please specify)* *……...* ***SUPPLIER RESPONSE -***

	Special categories (or other sensitive types) of data *18. Racial or ethnic origin* *19. Political opinion* *20. Religious or philosophical beliefs* *21. Trade union membership* *22. Genetic data* *23. Biometric data* *24. Health data* *25. A person's sex life or sexual orientation* *26. Data relating to criminal convictions* ***SUPPLIER RESPONSE –***
Categories of Data Subjects	**What to Include:** Specify the applicable number (s) of the individuals whose data you will process. Choose 1 **Example:** " Choose 1 - for Tag Employees, Choose 2 - for Tag Client's Employees; Choose 3 for Tag Client Customers, Tag Contractors. *The Company Personal Data indicated in the row above relates to the following data subjects:* *1. Tag Employees* *2. Tag client's employees* *3. Tag client's consumers* *4. Contractors* *5 Prospective Employees* *7. Other (please specify)* *……..*

	SUPPLIER RESPONSE -
Frequency of the data transfer to the Supplier	**What to Include:** Indicate how often data will be transferred to you. **Example:** "One-off or Continuous." *1. One-off* *2. Continuous* ***SUPPLIER RESPONSE*** *-*
Retention period	*For the duration of the Agreement*
Specific Restrictions	*The processing of Company Personal Data shall be subject to the restrictions described in the Services Agreement and this Agreement*
Supplier Data Protection Officer	
Sub-contractor	*Will you be sharing Tag data with a third-party company? If yes, complete the table in Annex 2. If No, include N/A in the table below* ***SUPPLIER RESPONSE*** *- Yes/No*

Annex 2 – Permitted Sub-Processors and Transfers

Permitted Sub-Processors and Transfers

[Note: Data Protection Legislation (and the new EU Standard Contractual Clauses) require that it is clear to whom and where personal data is transferred and, in particular if there is a transfer from one jurisdiction to another. This table sets out what is agreed by the Company at the point of signature. The Company should complete this table in the first instance to indicate which Sub-Processors will process Company Personal Data and whether any Company Personal Data will be transferred outside of the EEA or the UK or another country.

The "Mechanism" column sets out any agreed safeguards to enable the transfer of Company Personal Data overseas in accordance with relevant laws. As examples, transfers of personal data outside of the EEA may require the use of EEA Standard Contractual Clauses or binding corporate rules; transfers of personal data outside of South Korea require the consent of data subjects. No overseas transfers will be able to take place until the relevant mechanism is in force.]

Sub-Processor name	**Contact person's name, position and contact details**	**Services and description of processing (including subject matter and nature of the processing)**	**Location/Transfers**	**Mechanism** [*Tick relevant box(es) below*]	**Duration of the processing**	**Frequency of transfers to this Sub-Processor** [*Tick relevant box below*]
				☐ *Transfer is to a country, a territory or one or more specified sectors in that country, or to an international organisation that the EU Commission and/or the UK Government and/or another relevant Government has deemed adequate* ☐ *Binding corporate rules* ☐ *EEA Controller to Processor Standard Contractual Clauses* ☐ *Other Controller to Processor Standard Contractual Clauses: [_____]* ☐ *Consent from data subjects*		☐ *One-off* ☐ *Continuous*

Annex 3 – Technical and organisational measures

The Supplier agrees to adhere to the requirements outlined in Appendix 6, which details the comprehensive Technical and Organisational Security measures to be implemented in the provision of the services specified in the Services Agreement.

Annex 4
Incorporation of the EEA SCCs

1. Where the EEA SCCs are agreed as required by the parties for a Restricted Transfer:

    a. The Supplier shall assist the Company in conducting any required Transfer Impact Assessments in order to ensure the compliance of the Transfer Mechanism with Data Protection Legislation; and

    b. The EEA SCCs are hereby deemed accepted by the parties and incorporated and read as follows:

EEA SCC clause reference	**Interpretation – Controller – Processor Module**	**Interpretation – Processor – Controller Module**
Clause 7 – optional docking clause	Clause is not included	Clause is not included
Clause 9 – use of sub-processors	OPTION 1: SPECIFIC PRIOR AUTHORISATION is chosen and the clause will be read as including "2 weeks" where the EEA SCCs require a specified time period	N/A
Clause 11 - redress	The optional paragraph within clause 11 is removed.	The optional paragraph within clause 11(a) is removed
Clause 17 – governing law	The Clauses shall be governed by the laws of the Member State in which Data Exporter's is established, or the UK in the absence of an applicable Member State.	The Clauses shall be governed by the laws of the Member State in which Data Exporter's Customer is established, or the UK in the absence of an applicable Member State.
18 – choice of forum and jurisdiction	The choice of forum and jurisdiction is where the Data Exporter's is established or the UK in the absence of an applicable Member State. This is included into Clause 18 where a Member State is required to be specified	The choice of forum and jurisdiction is where the Data Exporter's is established or the UK in the absence of an applicable Member State. This is included into Clause 18 where a Member State is required to be specified
Part A, Annex I – list of parties	For transfers from the Company to the Supplier, the Company identified as the data exporter and for transfers from the Supplier to the Company, the Supplier identified as the data exporter; and For transfers from the Company to the Supplier, the Supplier identified as the data importer and for transfers from the Supplier to the Company, the Company identified as the data importer.	For transfers from the Company to the Supplier, the Company identified as the data exporter and for transfers from the Supplier to the Company, the Supplier identified as the data exporter; and For transfers from the Company to the Supplier, the Supplier identified as the data importer and for transfers from the Supplier to the Company, the Company identified as the data importer.
Part B, Annex I – description of transfer	Populated with the relevant details of Annex 1 and Annex 2 of this Schedule	Populated with the relevant details of Annex 1 and Annex 2 of this Schedule
Part C, Annex I – competent supervisory authority	The Data Protection Authority shall be included where a competent supervisory authority is required to be specified	N/A

Annex II – technical and organisational measures	Populated with the details of Annex 3 of this Schedule	N/A
Annex III – list of sub-processors	Populated with the details of Annex 2 of this Schedule	N/A

2. Where the Swiss Federal Act on Data Protection of June 19, 1992, as amended or replaced ("Swiss FADP") applies, the EEA SCCs above will apply as follows:

    a. the Swiss Data Protection and Information Commissioner is the exclusive supervisory authority;

    b. the term "member state" must not be interpreted in such a way as to exclude data subjects of Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 of the EEA SCCs; and

    c. references to the GDPR in the EEA SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

Annex 5

Compliance with UK Data Protection Law

Where Standard Contractual Clauses are agreed as required by the Parties for a Restricted Transfer involving any Company Personal Data that is subject to the UK Data Protection Law:

- The Supplier shall assist the Company in conducting any required Transfer Impact Assessments in order to ensure the compliance of the Transfer Mechanism with Data Protection Legislation; and

- the EEA SCCs found in Annex 4 to this Agreement are incorporated, as amended by the Information Commissioner's Office International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (the "**IDTA**") is hereby incorporated into this Agreement as the Transfer Mechanism for any Restricted Transfers of Client Personal Data from the United Kingdom to a Non-Adequate Recipient, as populated by the Addendum to this Annex 5

Addendum to Annex 5 ("Addendum")

Part 1: Tables

Table 1: Parties and signatures

Table 1 is populated as follows:

- The details of the Exporter and the Importer are populated with the relevant details of the Client and the Company (as appropriate for the transfer) _as found in the Agreement.
- The Key Contact for the Company is the Data Protection Officer, contactable at global.privacy@tagww.com . The Key Contact for the Supplier is populated with the details of the signatory to the Agreement.
- The signatures to the Agreement to which this Schedule attaches constitute the signatures confirming each party agreeing to be bound by the IDTA.

Table 2: Selected SCCs, Modules and Selected Clauses

Table 2 is populated as follows:

- The Approved EU SCCs, including the Appendix Information, and with only the following modules, clauses or operational provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum.
- The modules and operational clauses in table 2 are populated with the relevant details of Annex 4 of this Schedule.
- For the purposes of Option 4, personal data received from the importer may be combined with personal data collected by the exporter.

Table 3: Appendix Information

Table 3 is populated as follows:

- The list of parties is populated with the details of the parties found in the Agreement.
- A description of the transfer is populated with the details of the Schedule and of Annex 1 and 2 of the Schedule.
- The technical and organisational measures is populated with the details of Annex 3 of the Schedule.
- The list of Sub-Processors is populated with the details of Annex 2 of this Schedule.

Table 4: Ending this Addendum when the Approved Addendum Changes

Neither party may end this Addendum is set out in Section 19 of the IDTA.

Annex 6

Compliance with Data Protection Legislation in APAC

Transfer Mechanism for South Korea

Where a Restricted Transfer set out in clause 6.8.1 would result in the transfer of Personal Data from South Korea to a Non-Adequate Recipient outside South Korea, the only applicable Transfer Mechanism is consent from data subjects.

SCCs for transfer of Personal Data from an APAC jurisdiction to a Non-Adequate Recipient

Where a Restricted Transfer set out in clause 6.8.1 would result in the transfer of Personal Data from an APAC jurisdiction to a Non-Adequate Recipient outside such APAC jurisdiction, the Company may at its option, require the Supplier to enter into SCCs in relation to such Restricted Transfer. The SCCs shall not derogate from any of the Supplier's obligation under this Agreement but shall operate in addition to the Supplier's obligations under this Agreement.

The SCCs include, as applicable:

(i) the ASEAN Model Contractual Clauses for Cross Border Data Flows ("**ASEAN MCCs**");
(ii) the Hong Kong Recommended Model Contractual Clauses for Cross-border Transfer of Personal Data ("**HK RMCs**");
(iii) the New Zealand Model Contract Clauses Agreement ("**NZ Model Agreement**") for Principle 12 of the Privacy Act 2020; and
(iv) the China Standard Contract for Outbound Transfer of Personal Information ("**China Standard Contract**") issued by the Cyberspace Administration of China