Address:
Building 4, Venture Workspace
Riverlands, 51 Gogosoa St,
Observatory, 7935, Cape
Town, South Africa

DATA PROCESSING ADDENDUM

("**DPA**")

entered into between

(Insert Company Name)

(Insert Company Registration Number)

("**the Responsible Party**")

And

BulkSMS

(collectively the "**Parties**")

1. INTRODUCTION

1.1 The Responsible Party wishes to contract or has contracted with BulkSMS for certain Services to be provided by BulkSMS which require or necessarily imply the processing of Personal Data by BulkSMS.

1.2 The Parties therefore wish to conclude this Data Processing Addendum to comply with the requirements of the Data Protection Laws to which the Responsible Party is subject which Addendum shall, on its conclusion, be deemed to become part of the Principal Agreement and be governed and interpreted in accordance with the general terms of the Principal Agreement save to the extent expressly provided for to the contrary in this Data Processing Addendum including, where applicable, the EU Data Processing Addendum or the UK Data Processing Addendum hereto.

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+27 21 528 3420
support@bulksms.com
www.bulksms.com

2. INTERPRETATION

2.1 Unless otherwise defined herein, the terms, "**Data Subject**", "**Personal Data**" and "**Processing**" where used in this Data Processing Addendum shall have the same meaning as in the relevant Data Protection Laws, and their cognate terms shall be construed accordingly. Capitalized terms and expressions used in this Data Processing Addendum shall be given the following meanings unless the context clearly indicates otherwise:

2.1.1 **"Applicable Laws"** means any laws other than the Data Protection Laws to which BulkSMS may additionally be subject;

2.1.2 **"BulkSMS"** means the BulkSMS legal entity responsible for providing the Services to customers in the territory in which the Responsible Party is based with the relevant BulkSMS legal entity for different territories identified here;

2.1.3 **"Cellular Network"** means a form of public switched telecommunications network adhering to standards and protocols of the International Telecommunication Union and consisting of, inter alia, wireless radio communications links between nodes in the network;

2.1.4 **"Cellular Network Operator"** means a person operating a Cellular Network;

2.1.5 "**Data Protection Laws**" means, to the extent applicable to the Personal Data to be processed by BulkSMS for or on behalf of the Responsible Party, the data protection and privacy laws detailed in **Schedule 1** hereto;

2.1.6 **"Data Retention and Deletion Policy"** means BulkSMS's Data Retention and Deletion Policy as amended from time to time on written notice to the Responsible Party;

2.1.7 "**Data Transfer**" means:

2.1.7.1 a transfer of the Responsible Party Personal Data from the Responsible Party to BulkSMS; or

2.1.7.2 an onward transfer of the Responsible Party Personal Data from BulkSMS to a Sub-Processor, or between two establishments of BulkSMS,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

2.1.8 "**EU**" means the European Union;

2.1.9 **"EU Data Processing Addendum"** means the EU Data Processing Addendum annexed hereto;

2.1.10 **"International Telecommunication Union"** means the specialized agency of the United Nations intergovernmental organization responsible for the co-ordination of the use of information and communication technologies amongst member states of the United Nations;

2.1.11 **"MSISDN"** means a Mobile Station International Subscriber Directory Number being a number capable of uniquely identifying a subscriber to a Cellular Network;

2.1.12 "**Principal Agreement"** means the standard terms and conditions of agreement entered into or to be entered into between BulkSMS and the Responsible Party recorded at https://www.bulksms.com/company/terms-and-conditions.htm and in terms of which BulkSMS shall render the Services to the Responsible Party;

2.1.13 **"Recipient"** means a natural or juristic person who has entered into an agreement with a Cellular Network Operator;

2.1.14 **"Regulatory Authority"** means the regulatory or supervisory authority acting in terms of the relevant Data Protection Laws;

2.1.15 "**Responsible Party Personal Data**" means any Personal Data Processed by BulkSMS or by a Sub-Processor on behalf of the Responsible Party pursuant to or in connection with the Principal Agreement, and includes the following categories of personal information processed:

2.1.15.1 **Client Data**: personal data made available to BulkSMS by the Responsible Party; and

2.1.15.2 **Message Data**: the personal data of the Responsible Party's contacts;

2.1.16 **"Services"** mean the services to be provided by BulkSMS to the Responsible Party in terms of the Principal Agreement which may include but not be limited to services related to the transmission of communications to Recipients by means of Cellular Networks operated by Cellular Network Operators;

2.1.17 **"Signature Date"** means the date by which this Data Processing Addendum has been signed and accepted by both Parties in writing;

2.1.18 "**Sub-Processor**" means any person appointed by or on behalf of BulkSMS to process Personal Data on behalf of the Responsible Party in connection with the Principal Agreement; and

2.1.19 **"UK"** means the United Kingdom of England and Wales;

2.1.20 **"UK Data Processing Addendum"** means the UK Data Processing Addendum annexed hereto incorporating the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Version B1.0 in force from 21 March 2022.

2.2 Capitalized words and phrases used in this Data Processing Addendum that are defined in terms of the Principal Agreement shall, unless expressly defined to the contrary in this Data Processing Addendum, be given the same meanings in this Data Processing Addendum as have been given to them in the Principal Agreement.

2.3 Where any words or phrases are defined in any specific annexure to this Data Processing Addendum in such a way that conflicts with the definitions for such words or phrases contained in paragraph 2.1 above or in the Principal Agreement then in the interpretation of any such word or phrase in such specific annexure or addendum effect shall be given to the specific definition that is provided for such word or phrase in any such annexure or addendum.

3. BINDING AGREEMENT

3.1 Where this Data Processing Addendum is hyperlinked to the Principal Agreement at the time of acceptance of the terms and conditions of the Principal Agreement by the person so

accepting them, this Data Processing Agreement shall be deemed to have been concluded simultaneously with the conclusion of the Principal Agreement.

3.2 Where the provisions of paragraph 3.1 are not applicable, this Data Processing Addendum shall be deemed to have been concluded on the Signature Date hereof or, in the case of a User making use of the Services as defined in the Principal Agreement, the earlier of the Signature Date hereof or the date on which a User first commences or resumes making use of such Services after having been provided with a copy of the terms and conditions of this Data Processing Addendum in writing.

3.3 Changes to the terms and conditions of this Data Processing Addendum may be published to the BulkSMS.com website from time to time. These changes shall deemed to be binding on a User where a User continues to make use of any Services accessible via the BulkSMS.com website following the changes being reasonably prominently published on the website or otherwise reasonably drawn to the attention of the User.

3.4 In the event of any conflict between the terms of the main body of this Data Processing Addendum or the Principal Agreement and the provisions of the EU Data Processing Addendum or the UK Data Processing Addendum, the provisions shall prevail in the following order solely to the extent of such conflict and in relation to any data processing or transfer activity governed by a provision of the EU Data Processing Addendum or the UK Data Processing Addendum: (i) the applicable provisions of the EU Data Processing Addendum or the UK Data Processing Addendum; (ii) the main body of this Data Processing Addendum; and (iii) the provisions of the Principal Agreement, provided further that any terms of the Principal Agreement limiting or excluding the liability of BulkSMS shall prevail unless precluded by the provisions of any Applicable Law or Data Protection Laws.

4. Processing of Responsible Party Personal Data

4.1 The Responsible Party authorises BulkSMS to process the Responsible Party Personal Data for the purposes of the Principal Agreement.

4.2 BulkSMS shall comply with all applicable Data Protection Laws in the Processing of the Responsible Party Personal Data.

4.3 Where BulkSMS processes personal data in other countries than the country in which the Responsible Party is established, BulkSMS will ensure an adequate level of protection for such Personal Data by means of organisational, technical and contractual measures as is required by Data Protection Laws. Specifically, where the performance of the Principal Agreement may entail:

4.3.1 the transfer of any Personal Data:

4.3.1.1 of EU Data Subjects from the European Economic Area to: (i) any third country whose data protection laws have not been determined to afford adequate protection by the European Commission then the further provisions of the EU Data Processing Addendum annexed hereto incorporating contractual clauses contained in the annex to the 4 June 2021 Commission Implementing Decision (EU) on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 shall be of force and effect with respect to such transfers; and/or (ii) for processing by a sub-processor in the United States of America, then BulkSMS shall endeavour to prioritize engaging sub-processors that maintain active self-certification in terms of the EU-U.S. Data Privacy Framework adequacy decision adopted by the European Commission on 10 July 2023 pursuant to Article 45(3) of Regulation (EU) 2016/679;

4.3.1.2 of UK Data Subjects from the UK to: (i) any third country or an international organisation in reliance on Article 46 of the UK GDPR then the UK Data Processing Addendum annexed to the EU Data Processing Addendum annexed hereto, shall apply; and/or for processing by a sub-processor in the United States of America, BulkSMS shall endeavour to prioritize engaging sub-processors that maintain active self-certification in terms of the UK

Extension to the EU-U.S. Data Privacy Framework (enacted via the Data Protection (Adequacy) (United States of America) Regulations 2023); or

4.3.1.3 of a South African data subject to a third party who is in a foreign country, such transfer shall not take place unless the data subject has consented thereto or unless the third party is subject to a law, binding corporate rules or binding agreement providing an adequate level of protection as contemplated by section 72(a) of the Protection of Personal Information Act or one of the alternative conditions of sections 72(b) – (e) of such Act has been meet.

5. BULKSMS PERSONNEL

5.1 BulkSMS shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Sub-Processor who may have access to the Responsible Party Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Responsible Party Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to BulkSMS or Sub-Processor as the case may be, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. SECURITY

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, BulkSMS shall in relation to the Responsible Party Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures contemplated and referred to in the applicable Data Protection Laws.

6.2 In assessing the appropriate level of security, BulkSMS shall take account of, in particular, the risks that are presented by Processing, in particular in relation to the risks of a Personal Data breach as well as generally accepted information security practices and procedures which may apply to it or be required in terms of specific industry or professional rules and regulations.

7. CELLULAR NETWORKS AND SUB-PROCESSING

7.1 The Parties acknowledge that where the Services provided to the Responsible Party include the transmission of communications to Recipients by means of Cellular Networks operated by Cellular Network Operators, the Recipient of such communications shall have consented to being issued with, and to Cellular Network Operators transmitting and making usage of, a MSISDN associated with that Recipient for the purposes the Recipient being identified by Cellular Network Operators participating in the Cellular Network to which the Recipient has elected to connect.

7.2 BulkSMS shall not disclose any Responsible Party Personal Data to any Sub-Processor unless required or authorized by the Responsible Party and, where so required or authorized, BulkSMS shall ensure that the Sub-Processor concerned undertakes to ensure the same level of protection is given to the Responsible Party Personal Data as BulkSMS undertakes to ensure in terms of this Data Processing Addendum.

7.3 The Responsible Party acknowledges and agrees that BulkSMS's global network architecture, including the specific identities, contractual arrangements, and routing logic associated with its network of sub-processors (the **"Proprietary Routing Table"**), constitutes a trade secret of significant commercial value to BulkSMS. Public or direct disclosure of the Proprietary Routing Table could cause irreparable commercial harm and prejudice BulkSMS's competitive position.

7.4 The Responsible Party hereby grants BulkSMS authorization to engage Sub-Processors to provide the Services, subject to the further provisions of this Clause 7 and the applicable

standard contractual clauses annexed hereto. BulkSMS shall maintain an up-to-date list of its Sub-Processors ("**Sub-Processors List**"). To protect the confidentiality, technical and commercial security of certain elements of BulkSMS's proprietary systems and messaging infrastructures, BulkSMS may either provide, maintain and/or update this list, or any particular sub-components thereof: (i) publicly at bulksms.com; (ii) within a secure, authenticated client tenant dashboard; (iii) via a secure, password-protected, or gated non-public portal accessible only to active customers and/or (iv) via a secure online folder to be shared with the Responsible Party. BulkSMS shall notify the Responsible Party in writing of any intended additions to or replacements of Sub-Processors List at least thirty (30) days in advance, thereby providing the Responsible Party a reasonable opportunity to object to such changes solely on legitimate, documented data protection grounds.

7.5 Save for any Sub-Processor identities openly published at bulksms.com, the Responsible Party shall use the Sub-Processor identifying information provided to it by BulkSMS strictly for the sole purpose of evaluating and verifying compliance with Data Protection Laws under this Data Processing Addendum (the "Permitted Evaluation Purpose") and shall not, without the express prior written consent of BulkSMS, disclose, publish, leak or distribute any such information to any third party including, without limitation, any competitors of BulkSMS or market research entities, unless such disclosure is strictly required to: (a) notify an upstream Data Controller in an applicable processing chain, provided that such upstream Data Controller is bound by confidentiality obligations no less restrictive than those set forth in this Clause 7.5; (b) comply with a valid, mandatory Data Subject Access Request pursuant to Article 15 GDPR (or equivalent Data Protection Laws), provided that the Responsible Party limits the disclosure strictly to the specific sub-processor identities legally required and utilizes any redaction allowances for business secrets permitted under applicable law; or (c) comply with an explicit mandate by a competent Regulatory Authority or a final, non-appealable order of a court of competent jurisdiction.

8. Data Subject Rights

8.1 Taking into account the nature of the Processing, BulkSMS shall assist the Responsible Party by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Responsible Party obligations, as reasonably understood by the Responsible Party, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8.2 BulkSMS shall:

8.2.1 promptly notify the Responsible Party if it receives a request from a Data Subject under any Data Protection Law in respect of the Responsible Party Personal Data; and

8.2.2 ensure that it does not respond to that request except on the documented instructions of the Responsible Party or as required by Applicable Laws to which BulkSMS is subject, in which case BulkSMS shall to the extent permitted by Applicable Laws inform the Responsible Party of that legal requirement before BulkSMS responds to the request.

9. Personal Data Breach

9.1 BulkSMS shall notify the Responsible Party without undue delay upon BulkSMS becoming aware of a Personal Data breach affecting the Responsible Party Personal Data, providing the Responsible Party with sufficient information to allow the Responsible Party to meet any obligations to report or inform Data Subjects of the Personal Data breach under the Data Protection Laws.

9.2 BulkSMS shall co-operate with the Responsible Party and take reasonable commercial steps as are directed by the Responsible Party to assist in the investigation, mitigation and remediation of each such Personal Data breach.

10. Data Protection Impact Assessment and Prior Consultation

10.1 BulkSMS shall provide reasonable assistance to the Responsible Party with any data protection impact assessments and prior consultations with Regulatory Authorities or other competent data privacy authorities, which the Responsible Party reasonably considers to be required by the provisions of any relevant Data Protection Law, in each case solely in relation to Processing of the Responsible Party Personal Data by, and taking into account the nature of the Processing and information available to BulkSMS.

11. Deletion or Return of Responsible Party Personal Data

11.1 BulkSMS undertakes to comply with the provisions of its Data Retention and Deletion Policy, a copy of which shall be made available to the Responsible Party on request, and with the provisions of any other Applicable Law relating to the retention or deletion, as the case may be, of the Responsible Party's Personal Data.

11.2 Where BulkSMS proposes to update or amend its Data Retention and Deletion Policy, it shall provide the Responsible Party with written notice of any such update or amendment provided that no such update or amendment shall be made or take effect to the extent that such update or amendment would be in conflict with relevant Data Protection Laws pertaining to Personal Data to be retained or deleted in terms of such policy.

11.3 BulkSMS shall provide written certification to the Responsible Party that it has fully complied with the provisions of section 11.1 within 10 business days of any such certification request being made by the Responsible Party provided that such certification requests shall not be made more frequently than twice per calendar year.

12. Audit Rights

12.1 Information and audit rights of the Responsible Party only arise under this section 12 to the extent that the terms of the Principal Agreement do not otherwise give the Responsible Party

information and audit rights meeting the relevant requirements of the relevant Data Protection Laws.

12.2 Subject to the provisions of paragraph 12.1, BulkSMS shall make available to the Responsible Party on request all information necessary to demonstrate compliance with this Data Processing Addendum and shall allow for and contribute to audits in relation to the Processing of the Responsible Party Personal Data by BulkSMS or a Sub-Processor, including inspections, by an auditor mandated by the Responsible Party and approved of by BulkSMS.

12.3 The Responsible Party proposing to undertake an audit shall give BulkSMS reasonable notice of any audit or inspection to be conducted under section 12.212.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any disruption to the personnel and business of BulkSMS or a Sub-Processor in the course of such an audit or inspection.

12.4 Neither BulkSMS nor a Sub-Processor shall be required to give information or access to their premises for the purposes of such an audit or inspection:

12.4.1 to any individual unless he or she produces reasonable evidence of identity and authority;

12.4.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Responsible Party undertaking an audit has given notice to BulkSMS or the relevant Sub-Processor that this is the case before attendance outside those hours begins; or

12.4.3 for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which a Responsible Party is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory.

IN WITNESS WHEREOF, this Data Processing Addendum is entered into with effect from the Signature Date set out below.

THE RESPONSIBLE PARTY

Signature: _____

Name: _____

Designation: _____

Date Signed: _____

BULKSMS

Signature: _____

Name: _____

Designation: _____

Date Signed: _____

SCHEDULE 1 – DATA PROTECTION AND PRIVACY LAWS

For the purposes of clause 2.1.5 of the Data Processing Addendum, the Data Protection Laws shall mean and include the laws of the following territories:

Territory	**Laws**
European Union	EU General Data Protection Regulation 2016/679 ("the EU GDPR"); Directive (EU) 2016/680, as transposed into domestic legislation of each EU member state and as amended, replaced or superseded from time to time, including by the EU GDPR and laws implementing or supplementing the EU GDPR.
The Republic of South Africa	The Protection of Personal Information Act 4 of 2013 and regulations promulgated in terms thereof.
The United Kingdom of Great Britain and Northern Ireland	The Data Protection Act 2018, including the GDPR as defined by section 3(10) of the Act and the Applied GDPR as defined by section 3(11) of the Act; regulations made under the Data Protection Act 2018 and regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or to Directive (EU) 2016/680.

Where the Responsible Party is subject to any law not listed in the Table above, the Responsible Party shall be required to establish whether the Services to be provided by BulkSMS in terms of this Data Processing Addendum comply with the provisions of any such law unless the Responsible Party has notified BulkSMS of any such law, and has afforded BulkSMS with an opportunity to conduct an impact assessment of any such law on the provision of the Services, and has entered into a prior written agreement with BulkSMS in terms of which BulkSMS warrants and undertakes to ensure compliance with any such law and on such commercial and other terms and conditions as BulkSMS, in its sole discretion, may agree upon in relation thereto.

EU DATA PROCESSING ADDENDUM

Incorporating Standard Contractual Clauses contained in the European Commission Implementing Decision dated 4 June 2021 for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

SECTION I

Clause 1

Purpose and scope

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

(b) The Parties:

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

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

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

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

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

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate

Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

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

Clause 3

Third-party beneficiaries

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

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

(ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); 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 ONE: Transfer controller to controller

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

(i) where it has obtained the data subject's prior consent;

(ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

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

(i) of its identity and contact details;

(ii) of the categories of personal data processed;

(iii) of the right to obtain a copy of these Clauses;

(iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

(a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

(b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

(c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

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

8.5 Security of processing

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

(b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.

(e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

(f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts.

In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

(g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

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

(i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;

(iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;

(iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;

(v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or

(vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

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

8.8 Processing under the authority of the data importer

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

8.9 Documentation and compliance

(a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

(b) The data importer shall make such documentation available to the competent supervisory authority on request.

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 Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

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

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

MODULE THREE: Transfer processor to processor

8.1 Instructions

(a) The data exporter has informed the data importer that it acts as processor under the instructions of its controller(s), which the data exporter shall make available to the data importer prior to processing.

(b) The data importer shall process the personal data only on documented instructions from the controller, as communicated to the data importer by the data exporter, and any additional documented instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give

further documented instructions regarding the data processing throughout the duration of the contract.

(c) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions from the controller, the data exporter shall immediately notify the controller.

(d) The data exporter warrants that it has imposed the same data protection obligations on the data importer as set out in the contract or other legal act under Union or Member State law between the controller and the data exporter.

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 notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter or the controller. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

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

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

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

8.7 Sensitive data

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

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the controller, as communicated to the data importer by the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

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

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter or the controller that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the controller.

(c) The data importer shall make all information necessary to demonstrate compliance with the obligations set out in these Clauses available to the data exporter, which shall provide it to the controller.

(d) The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. The same shall apply where the data exporter requests 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.

MODULE FOUR: Transfer processor to controller

8.1 Instructions

(a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.

(b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.

(c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.

(d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2 Security of processing

(a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter "personal data breach"). In assessing the appropriate level

of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.

(c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3 Documentation and compliance

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 9

Use of sub-processors

MODULE TWO: Transfer controller to processor

(a) 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.

GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 7 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under

these Clauses, including in terms of third-party beneficiary rights for data subjects. 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) 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.

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 7 days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).

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

(c) The data importer shall provide, at the data exporter's or controller's request, a copy of such a sub-processor agreement and any subsequent amendments. To the extent necessary to

protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

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

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

MODULE ONE: Transfer controller to controller

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge :

(i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

(ii) rectify inaccurate or incomplete data concerning the data subject;

(iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter "automated decision"), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

(i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

(ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

(e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.

(f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

(g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

MODULE TWO: Transfer controller to processor

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

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

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

MODULE THREE: Transfer processor to processor

(a) The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorised to do so by the controller.

(b) The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

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

MODULE FOUR: Transfer processor to controller

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

Redress

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

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

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

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

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

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

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

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

Clause 12

Liability

MODULE ONE: Transfer controller to controller

MODULE FOUR: Transfer processor to controller

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

(b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

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

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

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

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

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

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

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

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

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

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

Clause 13

Supervision

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

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

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller *(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)*

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and

proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

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

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

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

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

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

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation [for Module Three: if appropriate in consultation with the controller]. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by [for Module Three: the controller or] the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two

Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

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

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller *(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)*

15.1 Notification

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

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

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

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

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

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

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

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

15.2 Review of legality and data minimisation

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

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

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

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

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

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data

importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

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

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

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

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

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

(d) [For Modules One, Two and Three: 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.] [For Module Four: Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof.] The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

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

Clause 17

Governing law

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Ireland.

MODULE FOUR: Transfer processor to controller

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Republic of Ireland.

Clause 18

Choice of forum and jurisdiction

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the Republic of Ireland.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

MODULE FOUR: Transfer processor to controller

Any dispute arising from these Clauses shall be resolved by the courts of the Republic of Ireland.

APPENDIX

EXPLANATORY NOTE:

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

ANNEX I

A. LIST OF PARTIES

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

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

Name: _____

Address: _____

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

Activities relevant to the data transferred under these Clauses: _____

Signature: _____

Date: _____

Role (controller/processor): _____

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

1. Name: _____

Address: _____

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

Activities relevant to the data transferred under these Clauses: The provision and support of Application-to-Person (A2P) business messaging services.

Signature: _____

Date: _____

Role (controller/processor): Controller and Processor

B. DESCRIPTION OF TRANSFER

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

Categories of data subjects whose personal data is transferred

The personal data transferred concern the following categories of data subjects:

- Clients
- Message Recipients

Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Contact information (email, telephone number, mobile phone number, address, company)
- First and last name
- Title
- Account information (user id, username, password)
- Purchasing information (transaction identifiers)
- Connection data (IP address)
- Message Data (message recipient personal data processed on behalf of the client, identified by mobile phone number, and including recipient contact information in the message body)

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 during the provision of the messaging services

Nature of the processing

The personal data transferred will be subject to the following basic processing activities:

- Delivery of messages
- Technical service support
- Connectivity service support

Purpose(s) of the data transfer and further processing

The provision and support of the messaging services.

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

We receive personal data that is used or intended to be used with our messaging systems directly from our clients or in response to a client's communications or campaign.

- For the former, this is the personal data of our client's contacts and is used by our client to send messages to that or those contacts (these messages are defined as message terminated (MT) communications as the message is terminated at the mobile phone).
- For the latter, this is the personal data collected by a client via an incoming message sent by a consumer and/or a client's existing contact in response to an advertised number or a MT communication (there messages are defined as messaging originating (MO) communications as they are initiated by the end-user from their mobile phone).

We retain message sender and receiver identities, including mobile phone numbers, mobile subscriber line identity numbers, IP addresses of persons accessing webpages and links through our messaging systems, as well as message content and sender and receiver locations at the time messages were sent and received.

We automatically log the message personal data described above for each message sent using our messaging systems for a period of up to 1 year, provided however that we remove access to personal Message Data from our production environments to a controlled data warehouse environment within 35 days of the processing of the relevant messages on our messaging platform. We will retain these logs for at least as long as may be required in terms of laws to which we are subject.

We also automatically log the message personal data described above for message received by our messaging system for a period of up to 1 year for incoming messages that are responses to a client's MT communications. For MO communications sent to a premium rated number (that is a number charged above the standard rate for an SMS message), we automatically log the message personal data received by our messaging system for a period of up to 3 years.

If a complaint in relation to a premium rate number was lodged with the relevant regulatory body in a jurisdiction, we then retain the message personal data, and the associated client account details, for up to 5 years.

We may also retain anonymised sender data for an indefinite period to build up statistical data about the use of our services for business development and planning purposes.

We also retain client account user identities together with other client account user identifying information, including email addresses, physical addresses, telephone numbers, user device identifiers, IP addresses as well as web and application histories of users who have installed cookies on their devices in terms of our Cookie Policy. For juristic persons we may additionally retain entity registration numbers and tax numbers. We also retain client transaction data including financial data and client purchase histories.

We retain client account records for as long as a person remains our client and for a period of up to 7 years thereafter provided however that we remove access to client account data from our production environments to a controlled data storage environment within 180 days from the date of the termination of services. After the retention period of 7 years has expired, we delete client account data from our storage environment.

Where persons are no longer clients of BulkSMS, we may retain client personal data for further marketing purposes. Where such persons request to opt-out of all forms of communication with us as a business, where we act as that personal data controller, we delete such persons' personal data from our marketing systems within 1-year period of time following the date of last contact with such persons.

We may retain anonymised Client Data for an indefinite period to build up statistical data about the use of our services for business development and planning purposes.

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

See Annex III for details.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

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

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

1. We undertake an analysis of the risks presented by our processing, and use this to assess the appropriate level of security we need to put in place.
2. When deciding what measures to implement, we take account of the state of the art and costs of implementation.
3. We have an information security policy and take steps to make sure the policy is implemented. We also have additional policies and ensure that controls are in place to enforce them.
4. We make sure that we regularly review our information security policies and measures and, where necessary, improve them.
5. We have put in place basic technical controls such as those specified by established frameworks.
6. We understand that we may also need to put other technical measures in place depending on our circumstances and the type of personal data we process.
7. We use encryption and pseudonymisation where it is appropriate to do so.
8. We understand the requirements of confidentiality, integrity and availability for the personal data we process.
9. We make sure that we can restore access to personal data in the event of any incidents, such as by establishing an appropriate backup process.
10. We conduct regular testing and reviews of our measures to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.
11. Where appropriate, we implement measures that adhere to an approved industry code of conduct.
12. We ensure that any data processor we use also implements appropriate technical and organisational measures.

ANNEX III – LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

The controller authorises the use of specific sub-processors to be listed as provided for in terms of clause 7.4 of the Data Processing Addendum to which the EU Data Processing Addendum is annexed.

UK DATA PROCESSING ADDENDUM

Incorporating the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses - ICO Approved Version B1.0)

PART 1 - TABLES

TABLE 1 – THE PARTIES

Start date	Signature Date of the main DPA to which this UK Data Processing Addendum is annexed	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
	The Responsible Party as identified in the DPA or Principal Agreement	BulkSMS legal entity as identified in the DPA or Principal Agreement
Parties' details	Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):	Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Job Title: Contact details including email:
Signatures (if required, else deemed signed as at the Signature Date of the DPA)		

TABLE 2: SELECTED STANDARD CONTRACTUAL CLAUSES ("SCCS") AND MODULES

Standard Contractual Clauses	The EU SCCs annexed to the DPA (Commission Implementing Decision (EU) 2021/914 of 4 June 2021).
Module/s in Operation	Module 2 (Controller-to-Processor) where Responsible Party is Controller and BulkSMS is Processor; or Module 3 (Processor-to-Processor) where Responsible Party is Processor and BulkSMS is Sub-processor.
Clause 7 (Docking Clause)	Excluded, save for Responsible Party subsidiaries and group entities.
Clause 9a (Sub-processors)	Option 2 (General Written Authorization) applies, with specific provisions and notice periods as set out in clause 7.4 of the main DPA.
Clause 11 (Option)	Excluded.

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:	As set out in Table 1.
Annex 1B: Description of Transfer:	As set out in Annex I, Part B to the EU Data Protection Addendum.
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	As set out in Annex II to the EU Data Protection Addendum.

Annex III:	List of Sub processors (Modules 2 and 3 only): The Exporter authorises the use of specific sub-processors listed as provided for in terms of clause 7.4 of the Data Processing Addendum to which this UK Data Processing Addendum is annexed.

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: The Exporter.

PART 2: MANDATORY CLAUSES

Entering into this Addendum

1. 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.

2. 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

3. 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, reenacted 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:

    a. 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;

    b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

    c. 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:

    a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

b. 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";

c. 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.";

d. 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";

e. 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;"

f. 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".

g. References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;

h. References to Regulation (EU) 2018/1725 are removed;

i. References to the "European Union", "Union", "EU", "EU Member State","Member State" and "EU or Member State" are all replaced with the "UK";

j. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";

k. Clause 13(a) and Part C of Annex I are not used;

l. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

m. 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;";

n. Clause 17 is replaced with: "These Clauses are governed by the laws of England and Wales.";

o. 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

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

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:

    a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or

    b. reflects changes to UK Data Protection Laws;

    The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

    a. its direct costs of performing its obligations under the Addendum; and/or b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.