

DATA PROCESSING ADDENDUM

This Data Processing Addendum forms part of the written or electronic agreement(s) between the Customer and Cleared4 (the "Agreement"), to reflect the parties' agreement regarding the processing of personal data.

While providing the Services to the Customer under the Agreement, Cleared4 may process Customer Personal Data subject to GDPR or other Applicable Laws.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Data Processing Addendum:

"**Affiliates**" shall mean any corporation or other business entity controlling, controlled by or under common control with Cleared4;

"**Applicable Laws**" means all laws, regulations, orders, rules, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and relevant to the Agreement or this Data Processing Addendum, including, without limitation Data Protection Law;

"**Cleared4**" means Cleared4, Inc. or the relevant Cleared4 Affiliate which has contracted with the Customer for the provision of Services;

"**Customer**" means the specific party which has contracted with Cleared4;

"**Customer Personal Data**" means Personal Data regarding which Customer is the Data Controller and Cleared4 is the Data Processor;

"**Data Controller**" means the natural or legal person which alone or jointly with others determines the purposes and means of processing of Personal Data;

"**Data Processor**" means the natural or legal person which processes Personal Data on behalf of a Data Controller;

"**EEA**" means the European Economic Area;

"**Data Protection Law**" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, the GDPR, Directive 2002/58/EC about the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), any national laws or regulations implementing the foregoing Directives, the GDPR (when applicable), and any amendments to or replacements for such laws and regulations, applicable to processing of Personal Data under the Agreement or this Data Processing Addendum;

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, including as implemented or adopted under the laws of the United Kingdom;

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**Processing**" has the meaning given to it in European Data Protection Law and "process," "processes" and "processed" will be interpreted accordingly;

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"**Relevant Country**" means all countries other than those within the EEA and countries regarding which an adequacy finding Article 45 of the GDPR has been given;

"**Services**" mean services provided by Cleared4 under the Agreement;

"**Standard Contractual Clauses**" means the agreement executed between the Customer and Cleared4, Inc. attached as Attachment 1 (and as supplemented by the Data Processing Information in the Agreement) under the European Commission's decision of 5 February 2010 on Standard Contractual Clauses for transferring personal data to processors established in third countries which do not ensure an adequate level of data protection. These Standard Contractual Clauses have been presigned by Cleared4, Inc. on its own behalf and on behalf of its Affiliates established outside of the EEA; and

"**Sub-Processor**" means any entity engaged by Cleared4 or by any other sub-processor of Cleared4 who receives Customer Personal Data for processing activities to be carried out on behalf of Customer. To avoid doubt, Sub-processors do not include individual consultants which may be engaged by Cleared4 to perform any of Cleared4's obligations under the Agreement. Such consultants shall be treated like Cleared4's employees and Cleared4 shall be liable for their acts and omissions to the same extent as if the acts or omissions were performed by Cleared4.

1.2 In this Data Processing Addendum:

1.2.1 any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.2 references to Clauses and Schedules are, unless otherwise stated, references to the clauses of, and schedules to, this Data Processing Addendum; and

1.2.3 references to this Data Processing Addendum or any other agreement or document are to this Data Processing Addendum or such other agreement or document as it may be varied, amended, supplemented, restated, renewed, novated or replaced from time to time.

2. DATA PROCESSING TERMS

2.1 The Parties acknowledge that the Customer is the Data Controller and Cleared4 is a Data Processor of Customer Personal Data. As between the Customer and Cleared4, the Customer remains the owner of all Customer Personal Data.

2.2 This Data Processing Addendum only applies to the processing of Customer Personal Data by Cleared4 with the Services under the Agreement. The categories of Data Subjects and types of Customer Personal Data processed are set out in an Appendix to the Agreement. Customer Personal Data is processed to provide the Services and other purposes as identified in the 'Processing activities' section of the Appendix to the Agreement. Cleared4 shall process Customer Personal Data during the Agreement (or longer to the extent permitted by applicable law).

2.3 Each party warrants that in relation to this Data Processing Addendum, it complies with and will remain compliant with all Applicable Laws.

2.4 Notwithstanding anything to the contrary in the Agreement, in relation to Customer Personal Data, Cleared4 shall:

2.4.1 process Customer Personal Data only under the Customer's instructions as established in the Agreement



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or as provided in writing by the Customer from time to time, provided such instructions are reasonable and subject to Cleared4's right to charge additional sums at its current rates should the scope of the agreed services be exceeded. Notwithstanding the foregoing, Cleared4 may process Customer Personal Data as required under Applicable Laws. , Cleared4 will take reasonable steps to inform the Customer of such a requirement before Cleared4 processes the data, unless the law prohibits this;

- 2.4.2 ensure only its (or its Sub-Processors) personnel who are contractually bound to respect the confidentiality of Customer Personal Data shall have access to the same;
- 2.4.3 implement appropriate technical and organizational measures to protect against unauthorized or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Customer Personal Data and having regard to the nature of the Customer Personal Data to be protected and shall be as set forth in Schedule 1. Customer acknowledges that Cleared4 may change the security measures through the adoption of new or enhanced security technologies and authorizes Cleared4 to make such changes provided that they do not materially diminish the level of protection. Cleared4 shall make information about the most up to date security measures applicable to the Services available at www.cleared4.org;
- 2.4.4 at the Customer's reasonable request and at the Customer's cost, considering the nature of the processing, assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, to assist with the Customer's obligation to respond to requests from Data Subjects of Customer Personal Data seeking to exercise their rights under European Data Protection Law (if the Customer Personal Data is not accessible to the Customer through the Services provided under the Agreement);
- 2.4.5 at the Customer's reasonable request and at the Customer's cost, considering the nature of processing and the information available to Cleared4, assist the Customer with its obligations under Articles 32 to 36 of the GDPR. Cleared4's assistance under this Clause 2.4.5 and at Clauses 2.4.3 and 2.4.4 shall be chargeable, as incurred, at Cleared4's then current rates; and
- 2.4.6 upon request by the Customer, delete or return to the Customer any such Customer Personal Data within the agreed time after the end of the provision of the Services as set out in the Agreement (or within a reasonable period of time if the Agreement is silent on this point), unless Applicable Laws requires storage of the Customer Personal Data. Unless otherwise provided in the Agreement, Cleared4 reserves the right to charge for such deletion or return of such Customer Personal Data.
- 2.5 The Customer agrees that Cleared4 may transfer Customer Personal Data or give access to Customer Personal Data to Sub-Processors to provide the Services or other purposes identified in the 'Processing activities' section of the Appendix to the Agreement, provided that Cleared4 complies with the provisions of this Clause 2.5. Cleared4 shall remain responsible for its Sub-Processor's compliance with the obligations of this Data Processing Addendum. Cleared4 shall ensure that any Sub-Processors to whom Cleared4 transfers Customer Personal Data contract with Cleared4 requiring that the subcontractor abide by terms no less protective, in any material respect, than this Data Processing Addendum. A current list of Sub-Processors approved as at the date of this Data Processing Addendum is available to Customer by contacting legal@cleared4.org. Cleared4 can at any time and without justification make changes or additions to the Sub-Processor list provided that the Customer is given fifteen (15) days' prior notice and the Customer does not legitimately object to such changes within that timeframe. Cleared4 shall provide notice through the current Sub-Processor list on the website or, alternatively, Cleared4 will provide notice to Customer through e-mail. Legitimate objections must contain reasonable and documented grounds relating to a Sub-processor's non-

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compliance with applicable European Data Protection Law.

- 2.6 The Customer acknowledges that as part of the Services the Customer Personal Data may be in or accessed from the US or another Relevant Country. Where this involves Cleared4 or its Affiliates, the Standard Contractual Clauses in Attachment 1 of this Data Processing Addendum (as supplemented by the Data Processing Information in the Agreement) will apply in addition to the terms of this Data Processing Addendum. For other Sub-Processors based in Relevant Countries, the parties shall try to ensure there is adequate protection for any such transfers of Customer Personal Data as defined in European Data Protection Laws. Where the Standard Contractual Clauses apply, the Customer acknowledges:
- 2.6.1 **Instructions:** For Clause 5(a) of the Standard Contractual Clauses, processing under the Agreement or as provided in writing by the Customer occasionally (subject to the data importer's right to charge additional sums at its current rates should the agreed services be exceeded is deemed to be an instruction by the Customer to process Customer Personal Data);
- 2.6.2 **Sub-Processors:** Pursuant to Clause 5(h) of the Standard Contractual Clauses the Customer acknowledges that data importer may engage third party Sub-processors in connection with the provision of the Services and that Cleared4 shall provide to the Customer the current list of all Sub-processors as set out in Clause 2.5 above. Cleared4 will notify the Customer of any new Sub-processors engaged by the data importer as set out in Clause 2.5 above;
- 2.6.3 **Copies of Sub-Processor Agreements.** The Customer agrees that copies of any Sub-processor agreements that must be provided to the Customer under Clause 5(j) of the Standard Contractual Clauses may have all commercial information or clauses unrelated to the Standard Contractual Clauses or their equivalent removed by the data importer beforehand; and that such copies will be provided by the data importer in a manner to be determined in its discretion, only upon request by the Customer via email to legal@cleared4.org.
- 2.6.4 **Audits:** The Customer agrees that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out under Clauses 2.8-2.10 below;
- 2.6.5 **Certification of Deletion:** To the extent applicable and required, the parties agree that the certification of deletion of personal data described in Clause 12(1) of the Standard Contractual Clauses shall be provided by the data importer only upon the Customer's written request via email to legal@cleared4.org; and
- 2.6.6 **Conflict:** if any conflict occurs or inconsistency between the body of this Data Processing Addendum and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses will prevail (unless this would cause the invalidity of this Data Processing Addendum under European Data Protection Laws (in which case the relevant term(s) of this Data Processing Addendum shall prevail).
- 2.7 Cleared4 shall notify the Customer, without undue delay, if Cleared4 learns of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data transmitted, stored or otherwise processed by Cleared4 ("**Security Incident**") and take such steps as the Customer may reasonably require, within the timescales reasonably required by the Customer, to remedy the Security Incident and provide such further information as the Customer may reasonably require. Cleared4's assistance under this Clause 2.7 shall be chargeable, as incurred, at Cleared4's then current rates unless and to the extent that the Customer demonstrates that such assistance is required because of a failure by Cleared4 to comply with the obligations under this Data Processing Addendum.

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- 2.8 Cleared4 shall audit the security of the computers and computing environment it uses in processing Customer Personal Data and the physical locations from which it processes Customer Personal Data (including that of its Sub-Processors). This audit: (a) will be performed at least annually; and (b) may be performed by independent third-party security professionals at Cleared4's selection and expense.
- 2.9 Cleared4 shall respond, no more frequently than annually, to any reasonable security questionnaire provided by Customer which seeks to assist Customer's assessment of Cleared4's compliance with the security obligations under this Data Processing Addendum. Such security questionnaire may request copies of any third-party compliance certificates or SOC audit reports (or equivalent) held by Cleared4 and which may apply to the Services. The responses to such questionnaire and any supporting evidence provided by Cleared4 shall be considered confidential information of Cleared4.
- 2.10 If the Customer desires to change this instruction regarding exercising the audit right or the provision of information to demonstrate compliance with Article 28 of the GDPR, then the Customer may change this instruction to the extent so required to ensure compliance, which shall be requested in writing via email to legal@cleared4.org provided that Cleared4 shall have no obligation to provide commercially confidential information.

Schedule 1 Security Measures

The Security Measures are detailed at www.cleared4.org as may be updated by Cleared4 from time to time under clause 2.4.3.

ATTACHMENT 1

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to processor transfers)

For Article 26 (2) of Directive 95/46/EC for transferring personal data to processors established in third countries which do not ensure an adequate level of data protection

Parties

This Agreement is made between:

- (1) **The entity which is identified as the Customer in the Data Processing Addendum to which these Standard Contractual Clauses are attached.**

hereinafter the "**data exporter**"

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and

- (2) **Cleared4 Inc.**, a company incorporated under the laws of Delaware with its registered office at 17250 Dallas Pkwy Dallas, TX, US 75248, on behalf of itself and its wholly owned non-EU/EEA Affiliates (as defined in the Data Processing Addendum to which these Standard Contractual Clauses are attached).

Each a "**data importer**"

each a "**party**", together the "**parties**";

HAVE AGREED on the following Contractual Clauses (the Clauses) to adduce adequate safeguards regarding the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in **Appendix 1**.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals regarding the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer under his instructions and the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer under his instructions, the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy regarding the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in

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Appendix 1 which forms an integral part of the Clauses.

*Clause 3****Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law because of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4****Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out under the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and under the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees regarding the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not

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providing adequate protection within the meaning of Directive 95/46/EC;

- (g) to forward any notification received from the data importer or any subprocessor under Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter continues the transfer or to lift the suspension;
- (h) to provide to the data subjects upon request a copy of the Clauses, except for Appendix 2, and a summary description of the security measures, and a copy of any contract for subprocessor services which has to be made under the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessor, the processing activity is carried out under Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

*Clause 5****Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot comply whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter may suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that if a change in this legislation occurs which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter when it is aware, in which case the data exporter may suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorized access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority regarding the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to provide to the data subject upon request a copy of the Clauses, or any existing contract for subprocessor,

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unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, except for Appendix 2 which shall be replaced by a summary description of the security measures where the data subject cannot obtain a copy from the data exporter;

- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out under Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6***Liability**

1. The parties agree that any data subject, who has suffered damage because of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor may receive compensation from the data exporter for the damage suffered.
2. If a data subject cannot bring a claim for compensation under paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations to avoid its own liabilities.

3. If a data subject cannot bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor regarding its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7***Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies under other provisions of national or international law.

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Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority may conduct an audit of the data importer, and of any subprocessor, which has the same scope and has the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, under paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required if they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject cannot bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

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3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer under Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12****Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

*Clause 13****Additional terms in accordance with Clause 10***

The parties acknowledge and agree that any liability arising under these Standard Contractual Clauses is subject to the section 'Limitations of Liability' of the Agreement (as defined in the Data Processing Addendum to which these Standard Contractual Clauses are annexed), and any reference in such section to the liability of a party means that party and regarding Cleared4, its Affiliates in the aggregate save this provision does not apply regarding any direct claims for compensation from a data subject under Clause 3.

On behalf of the data exporter:

The name, position and address of the signatory on behalf of the data exporter as identified on the Data Processing Addendum to which these Standard Contractual Clauses are annexed.

On behalf of the data importer on its own behalf and on behalf and its affiliates:

SIGNED: _____

NAME: _____

JOB TITLE: _____



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DATE: _____

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

As the detail of this Appendix is specific to each customer, the information required for Appendix 1 to the Standard Contractual Clauses shall be documented in the Data Processing Information in the Agreement.



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APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer has implemented and will maintain appropriate technical and organizational measures to protect Customer Personal Data (as defined in the Data Processing Addendum) against the unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. The measures described in Schedule 1 of the Data Processing Addendum are incorporated into this Appendix 2 by this reference and bind the data importer as if they were in this Appendix 2 in their entirety.