

Data Transfer Addendum

This Data Transfer Addendum (**Addendum**) forms part of the terms and conditions of the Leximancer SAAS Agreement (**Agreement**) made between Leximancer Pty Ltd ACN 116 218 109 (**Leximancer**) and the Client (specified in Appendix 1) in relation to the use of the LexiPortal where Personal Data is transferred outside of the European Economic Area.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as otherwise set out below, the Agreement remains in full force and effect.

1 Definitions and Interpretation

1.1 A defined term shall have the meaning given to it in the Agreement unless otherwise defined in this Addendum.

1.2 In this Addendum:

- (a) **Agreement Personal Data** has the meaning given in clause 2.1;
- (b) **Data Protection Laws** means the GDPR and all European Union or Member State data protection laws and rules, policies, guidance or recommendations issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case relating to data protection, the processing of personal data and privacy and in force from time to time; and references to "Data Subjects", "Personal Data", "Process", "Processed", "Processing" and "Processor" have the meanings set out in, and will be interpreted in accordance with, such laws, rules, policies, guidance, recommendations, codes of conduct and guidelines;
- (c) **Data Security Incident** means:
 - (i) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or
 - (ii) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that Agreement Personal Data; or
 - (iii) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems processing Agreement Personal Data.
- (d) **GDPR** means the General Data Protection Regulation 2016/679;
- (e) **Standard Contractual Clauses** have the meaning as set out in clause 3(b)(ix) and are set out in the Schedule of this Addendum;
- (f) **Sub-Processor** has the meaning as set out in clause 3(b)(x);
- (g) **Supervisory Authority** means any governmental or regulatory authority responsible for enforcing any Data Protection Laws and any replacement or successor body or person for any such authority from time to time.

2 Role of the Parties

2.1 The Client will be the Controller and Leximancer will be the Processor in respect of all Processing of uploaded Client Data and the Leximancer Outputs undertaken by Leximancer in accordance with this agreement (**Agreement Personal Data**).

3 Processing of Personal Data

The parties agree that:

- (a) the Client is solely responsible for determining the purposes for which and the manner in which Agreement Personal Data is processed;
- (b) where Leximancer processes Agreement Personal Data on behalf of the Client, Leximancer will in respect of such Personal Data:
 - (i) act only on written instructions and directions from the Client (which includes, for the avoidance of doubt, all authorisations given by the Client to Leximancer under this Addendum, under the Agreement, and in the course of using the LexiPortal) and will comply promptly with all such instructions and directions received from the Client from time to time unless Leximancer is required to Process Agreement Personal Data to comply with European Union law, or European member state law to which Leximancer is subject to in which case Leximancer will notify the Client of such legal requirement prior to such processing unless such law prohibits notice to the Client on public interest grounds;
 - (ii) immediately notify the Client if, in Leximancer's opinion, any instruction or direction from the Client infringes the Data Protection Laws or other applicable European Union or Member State data protection law, or if it identifies any areas of actual or potential non-compliance, without prejudice to its obligations to comply with, or to any rights or remedies which the Client may have for breach of, the Data Protection Laws;
 - (iii) not process Agreement Personal Data for any purpose other than for the purposes of providing the access to, and use of, the Licensed Software and only to the extent reasonably necessary for the performance of the Agreement;
 - (iv) not disclose Agreement Personal Data to any employee, director, agent, contractor or affiliate of Leximancer or any third party except as strictly necessary for the performance of Leximancer's obligations under the Agreement or to comply with applicable laws or with the Client's prior written consent;
 - (v) implement and maintain all necessary and appropriate technical and organisational measures as reasonably advised by the Client:
 - (A) to protect the security and confidentiality of Agreement Personal Data processed by Leximancer in connection with this agreement;
 - (B) to protect Agreement Personal Data against a Data Security Incident;
 - (C) to ensure a level of security appropriate to the risk, including as appropriate (I) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; and (II) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring and maintaining the security of the processing; and (III) as required under Data Protection Laws, including without limitation Article 32 of the GDPR, subject to the Client's warranty, hereby given, that Leximancer does not need to implement or maintain any pseudonymisation or encryption measures;
- (vi) assist the Client, taking into account the nature of the processing in ensuring compliance with the obligations pursuant to Article 32 to 36 of the GDPR, taking into account the information available to Leximancer;
- (vi) Leximancer must cooperate with the Client and provide such reasonable assistance as the Client requires in relation to any enquiries or complaints made by Data Subjects or investigations or enquiries made by any Supervisory Authority or other regulator relating to the Client's or Leximancer's obligations under the Data Protection Laws including by appropriate technical and organisational measures, insofar as this is possible;

- (vii) Leximancer may not, without consulting the Client, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data;
 - (viii) subject to clause 3(b)(ix), no Agreement Personal Data processed by Leximancer pursuant to this agreement will be transferred to, exported, processed or otherwise accessed outside the European Economic Area (as it is made up from time to time) without the prior written permission of the Client. Where that permission is given it will be conditional on any transfer, export, processing or access being done subject to appropriate safeguards being in place. Such appropriate safeguards may include a binding agreement incorporating the EU standard clauses on the transfer of Personal Data from Controller to Processor entered into between the Client, which is the Controller and Leximancer (or any other valid transfer mechanism under Data Protection Laws). Such binding agreement will be without prejudice to the rights of the Client under this agreement;
 - (ix) where Agreement Personal Data is Processed by Leximancer and transferred outside of the European Economic Area, the parties agree to comply with the obligation as set out in the Standard Contractual Clauses for the transfer of Personal Data to data processors established in third countries adopted by the European Commission decision of 5 February 2010, published under the document number C(2010) 593 2010/87/EU (**Standard Contractual Clauses**) which are incorporated into this Addendum;
 - (x) in no event may Leximancer subcontract the processing of any Agreement Personal Data which Leximancer processes on the Client's behalf, without the prior written consent of the Client (which must not be unreasonably withheld). Where that consent is given it will be conditional upon Leximancer having executed a written contract with the third party (**Sub-Processor**) which contains terms for the protection of Agreement Personal Data, that specifies the Sub-Processor's processing activities and imposes on the Sub-Processor the same terms as those imposed on Leximancer in this clause 3. Leximancer will remain responsible and liable to the Client for any acts or omissions of its subcontractors as if they were its own;
 - (xi) on termination or expiry of this agreement, at the Client's request, Leximancer will securely delete all Agreement Personal Data processed on behalf of the Client, and Leximancer will delete existing copies of such Agreement Personal Data; and
 - (xii) Leximancer will ensure that any personnel with access to Agreement Personal Data are bound by confidentiality obligations in respect of access, use or processing of such Agreement Personal Data.
- (c) For the purposes of clause 3, the Client agrees and acknowledges Leximancer may transfer Personal Data to the following companies as service providers of Leximancer:
- (i) UniQuest Pty Limited;
 - (ii) Mailgun Technologies Inc;
 - (iii) Google LLC;
 - (iv) Stripe Inc;
 - (v) The Rocket Science Group LLC;
 - (vi) Room Investments Pty Ltd

- (vii) SVMK Inc;
- (viii) Zoho Corporation; and
- (ix) Squarespace Inc.

4 General

- (a) To the extent that this Addendum applies to Client Data under the Agreement, and there is any inconsistency between a party's rights or obligations under the Agreement and this Addendum, then this Addendum prevails to the extent of that inconsistency.
- (b) Except as expressly stated otherwise in this Addendum, the rights of a party under this Addendum are cumulative and are in addition to any other rights of that party.
- (c) A single or partial exercise or waiver by a party of a right relating to this Addendum does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- (d) Except as expressly stated otherwise in this Addendum, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Addendum.
- (e) If a provision of this Addendum is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it unenforceable, illegal, invalid or void then that provision will be interpreted or construed, so far as is possible, to be limited and read down or severed to the extent necessary to make it or this Addendum valid and enforceable.
- (f) If the whole or any part of any clause of this Addendum is void, illegal or unenforceable in any relevant jurisdiction, then unless the clause can be read down in accordance with clause 4(e) **Error! Reference source not found.** it will be severed for the purposes of that jurisdiction and the remainder of this Addendum continues in full force and effect.
- (g) Except as expressly specified in this Addendum, this Addendum may only be amended or varied by an agreement executed by the parties.
- (h) Neither party may assign this Addendum, or any of its rights under this Addendum, without the prior written consent of the other party.
- (i) This Addendum may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement. Satisfactory evidence of execution of this Addendum will include evidence by facsimile or email of execution by the relevant party and in such case the executing party undertakes to provide the other party with an original of the executing party's counterpart as soon as reasonably practicable after execution.
- (j) This Addendum is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia and each party submits to the exclusive jurisdiction of the courts of Queensland, Australia.

Executed as an agreement

Executed on behalf of the Client:

Signed by:

Date:

**Executed by Leximancer Pty Ltd ACN 116
218 109** in accordance with section 127 of the
Corporations Act 2001 (Cth):

Director

*Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

SCHEDULE: STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

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

The entity identified as the "Client" in Appendix 1
(the **data exporter**)

and

Leximancer Pty Ltd ACN 116 218 109
(the **data importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to 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 the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ⁽¹⁾;
- (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 in accordance with his instructions and the terms of 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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of 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 with respect to 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 Appendix 1 which forms an integral part of the Clauses.

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

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 operation of 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 sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases 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 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. Such third-party liability of the sub-processor 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 in accordance with 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 in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of 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 that 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 providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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 ⁽²⁾

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 provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to 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 in the event of a change in this legislation 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 as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational 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 unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised 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 with regard to 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;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor 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 as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor 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 sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to 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 sub-processor 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 in accordance with other provisions of national or international law.

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 has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9: Governing clause

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 as long as they do not contradict the Clauses.

Clause 11: Sub-processing

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ⁽³⁾. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to 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 sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing 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 sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to 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.

³ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 12: Obligation after the termination of personal data-processing activities

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor 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 that 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 that 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 sub-processor 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.

On behalf of the data exporter identified in Appendix 1:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter:

The data exporter is:

Full Company Name	
--------------------------	--

Data importer:

The data importer is Leximancer Pty Ltd ACN 116 218 109.

Data subjects:

The data subjects include the data exporter's representatives including employees, contractors, collaborators, students and other third parties involved with the data exporter. Data subjects may also include individuals who have participate in, or otherwise transferred personal data to the data exporter.

Categories of data

The personal data transferred will be specified by the data exported in accordance with clause 17.3(i) of the Agreement.

Processing operations

The processing operations are defined in clause 3 of this Addendum.

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):

The data importer has implemented and will maintain appropriate technical and organisation measures, controls and information security routines in accordance with the Agreement.