DATA PRIVACY APPENDIX
(last revised April 30, 2018)

This data privacy appendix (this "**DPA**") shall apply where Hackett Processes Personal Data on the Client's behalf as Client's Processor for the purpose of providing the Services in those circumstances specified in Clause 8(c) of the General Terms and Conditions Applicable to Hackett Services https://www.thehackettgroup.com/about/contracting-terms/. Terms which are not defined herein, shall have the meaning given to them in the Agreement.

1) **Definitions.** The following terms shall have the meanings set out below

   a) **"Applicable Laws"** means, in respect of a party, all local, national, European or international laws, statutes, regulations, directives and decrees applicable to that Party in exercising its rights or fulfilling its obligations under the Agreement or any relevant SOW;

   b) "**Client Group Member**" means Client or any Affiliate of Client;

   c) "**Client Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Client Group Member pursuant to or in connection with the Agreement;

   d) "**Contracted Processor**" means Hackett, a Hackett Affiliate or a Subprocessor (as appropriate).

   e) "**Data Protection Laws**" means, in respect of a party, any and all EU Data Protection Laws applicable to that party and, to the extent applicable, the data protection or privacy laws of any other country;

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

   g) "**EU Data Protection Laws**" means, in respect of a party, EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR (as defined below) and laws implementing or supplementing the GDPR, to the extent such laws are applicable to that party;

   h) "**GDPR**" means EU General Data Protection Regulation 2016/679 as in effect and as may be amended from time to time;

   i) "**Restricted Transfer**" means:

   i) a transfer of Client Personal Data from any Client Group Member to a Contracted Processor; or

   ii) an onward transfer of Client Personal Data from a Contracted Processor to another Contracted Processor, or between two establishments of a Contracted Processor;

   iii) 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) in the absence of the Standard Contractual Clauses which are hereby incorporated by reference herein for the purpose of such data transfers;

   j) "**Standard Contractual Clauses**" means the contractual clauses set out in Annex I, amended as indicated (in square brackets and italics) in that Annex and under section 13.4;

   k) "**Subprocessor**" means any person (including any third party and any Hackett Affiliate, but excluding an employee of Hackett or any of its sub-contractors) appointed by or on behalf of Hackett or any Hackett Affiliate to Process Personal Data on behalf of any Client Group Member in connection with the Agreement; and

   l) "**Hackett Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Hackett, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

   The terms, "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

   The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2) **Processing Client Personal Data.**

   a) Hackett shall (and shall procure that any relevant Hackett Affiliate shall):

   i) comply with all Data Protection Laws in the Processing of Client Personal Data; and

   ii) only process the Personal Data for the purposes of performing its obligations under the Agreement or the relevant SOW and in accordance with the written instructions given by Client from time to time (which, unless otherwise in writing between the parties, shall be to Process such Client Personal Data as is necessary in order to perform its obligations under the Agreement or SOW), unless the relevant Contracted Processor is subject to an obligation under applicable law (including EU Data Protection Laws) of the European Union or a member state of the European Union to do otherwise, in which case Hackett shall (unless prohibited by law on important grounds of public interest) notify Client in advance of that legal obligation.

   b) the Client (on its own behalf and on behalf of each Client Group Member):

i) instructs Hackett and each Hackett Affiliate (and does hereby authorize Hackett and each Hackett Affiliate to instruct each Subprocessor) to:

    (1) Process Client Personal Data for the purposes envisaged under the Agreement and each relevant SOW; and

    (2) in particular, transfer Client Personal Data to any country or territory,as reasonably necessary for the provision of the Services and consistent with the Agreement; and

    (3) warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3(b)(i) on behalf of each relevant Client Affiliate.

c) The Client shall ensure that each SOW shall specify the relevant Permitted Personal Data to be Processed.

3) **Hackett and Hackett Affiliate Personnel**. Hackett shall (and shall procure that each Hackett Affiliate shall) take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4) **Security.**

a) 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, Hackett shall (and procure that each Hackett Affiliate shall) in relation to the Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

b) In assessing the appropriate level of security, Hackett and each Hackett Affiliate shall be entitled to take account in particular of the risks that are presented by Processing such data that may arise from a Personal Data Breach.

5) **Subprocessing.**

a) The Client (on behalf of itself and each Client Group Member) expressly provides its general authorisation to Hackett and each Hackett Affiliate to appoint and replace (and permit each Subprocessor appointed in accordance with this section 5 to appoint and replace) Subprocessors in accordance with this section 5 and any restrictions in the Agreement.

b) Hackett and each Hackett Affiliate may continue to use those Subprocessors already engaged by Hackett or any Hackett Affiliate as at the date of this Addendum provided such parties process Client Personal Data in compliance with Data Privacy Laws.

c) With respect to each Subprocessor, Hackett or the relevant Hackett Affiliate shall

    before the Subprocessor first Processes Client Personal Data (or, where relevant, in accordance with section 6(b)), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Client Personal Data required by the Agreement;ensure that the arrangement between on the one hand (a) Hackett, or (b) the relevant Hackett Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;

    i) if that arrangement involves a Restricted Transfer, ensure that the Subprocessor either (a) agrees to be bound as a subprocessor to each Model Form Agreement entered into by the relevant Data Exporter and the Data Importer (as provided for in Clause 11 of the Standard Contractual Clauses) pursuant to section 11 of this DPA; or (b) is otherwise bound by way of a written agreement which imposes the same obligations on the Subprocessor as are imposed on a Data Importer under the Standard Contractual Clauses; and

d) Hackett and each Hackett Affiliate shall ensure that each Subprocessor performs the obligations under section 3, 4, 5(a)-(c) and 9 as they apply to Processing of Client Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Hackett.

6) **Data Subject Rights**

a) Taking into account the nature of the Processing, Hackett shall (and shall ensure each Hackett Affiliate shall) reasonably assist each Client Group Member by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client Group Members' obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

b) Hackett shall:

    i) promptly notify Client if any Contracted Processor receives a request from a Data

Subject under any Data Protection Law in respect of Client Personal Data; and

ii) ensure that the Contracted Processor does not respond to that request except on the documented instructions of Client or the relevant Client Group Member or as required by Applicable Laws to which the Contracted Processor is subject, in which case Hackett shall to the extent permitted by Applicable Laws inform Client of that legal requirement before the Contracted Processor responds to the request.

7) **Personal Data Breach**
   a) Hackett shall notify Client without undue delay upon any Contracted Processor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information to allow each Client Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
   b) Hackett shall co-operate with Client and each Client Group Member and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8) **Data Protection Impact Assessment and Prior Consultation**
   a) Hackett shall (and shall procure that each Hackett Affiliate shall) provide reasonable assistance to each Client Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required of any Client Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors. Where such assistance requires more than a nominal amount of time, Hackett may charge Client the reasonable costs of such assistance at its standard hourly rates.

9) **Deletion or return of Client Personal Data**
   a) Subject to sections 9(b) and 9(c) Hackett shall (and each Hackett Affiliate shall) promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of Client Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Client Personal Data. "Delete" for the purposed of this section 9 shall mean putting the Client Personal Data beyond further use.
   b) Subject to section 9(c), Client may by written notice to Hackett within 30 days of the Cessation Date require Hackett and each Hackett Affiliate to (a) return a complete copy of all Client Personal

Data to Client by secure file transfer in such format as is reasonably notified by Client to Hackett; and (b) delete and procure the deletion of all other copies of Client Personal Data Processed by any Contracted Processor. Hackett and each Hackett Affiliate shall comply with any such written request within 45 days of receiving the same. The foregoing will not apply to data which is auto archived on backup systems.

   c) After the Cessation Date, each Contracted Processor may retain Client Personal Data to the extent required by Applicable Laws provided that Hackett shall (and shall procure that each Hackett Affiliate shall) ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

   The foregoing shall not apply to any data which has been anonymized, and such anonymized data may be retained by Hackett or any Contracted Processor for its ongoing business purposes including benchmarking and statistic analysis.

10) **Audit right**
    a) Hackett will comply with any reasonable and lawful request from a competent data protection authority to confirm its compliance with these provisions on reasonable advance written notice. Such compliance will include the normal audit and inspection rights of records and facilities as required by the GDPR, save that where any audit or inspection concerns systems provided by, or the premises of, a Subprocessor, the scope of such audit and/or inspection shall be as permitted under the relevant agreement in place between Hackett and/or the Hackett Affiliate and the relevant Subprocessor.

11) **Restricted Transfers**
    a) Subject to section 11(c), the Client (on its own behalf or, where appropriate. on behalf of any relevant Client Group Member responsible for exporting the relevant Client Personal outside of the EEA (each a "Data Exporter") and Hackett (either on its own behalf, or where appropriate, on behalf of any relevant Hackett Affiliate responsible for importing Client Personal Data from inside of the EEA_ (each a "Data Importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Client Group Member to that Hackett Affiliate.
    b) The Standard Contractual Clauses shall come into effect under section 11(a) upon:
       i) commencement of the relevant Restricted Transfer.
    c) Section 11(a) shall not apply to a Restricted Transfer to the extent that another mechanism is already in place which satisfies the conditions set out in Chapter V of the GDPR and which allows the relevant Restricted Transfer to take place without breach of Data Protection Law.

d) The Standard Contractual Clauses attached hereto as Annex 1 shall be deemed to be executed and in place between each Data Exporter and each Data Importer with respect to Client Personal Data when such data is transmitted outside of the EEA (each a **"Model Form Agreement"**). Personal Data other than Client work contact information needed to communicate project status, name, salary, position and work location, and necessary to be processed will be identified by the Client in the relevant SOW giving rise to the activity or by a separate signed writing by the parties.

12) General Terms

a) *Governing law and jurisdiction.* Notwithstanding anything contained in the Standard Contractual Clauses:

   i) the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

   ii) this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

b) *Order of precedence*

   i) Nothing in this Addendum reduces Hackett's or any Hackett Affiliate's obligations under the Agreement in relation to the protection of Personal Data or permits Hackett or any Hackett Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

   ii) Subject to section 12(b), with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

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

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC and as superseded by the General Data Protection Regulation (Regulation (EU) 2016/679) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Data transfer agreement

Between

………………………………………………………………

(the data **exporter**)

And

………………………………………………………………

(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 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;

(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 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 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.

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 subprocessor 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 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 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 subprocessor 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 subprocessing 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 subprocessing, the processing activity is carried out in accordance with 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 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;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, 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 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 in accordance with 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 as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor 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 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 of 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 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 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 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 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 subprocessor, 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 subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, 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 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 as long as 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[1]. Where the subprocessor 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 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 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 subprocessor shall be limited to its own processing operations under the Clauses.

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, namely the United Kingdom.

4. The data exporter shall keep a list of subprocessing 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.

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 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 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.

On behalf of the data exporter:
Print Name:
Position:

Signature…………………………………….

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[1] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

On behalf of the data importer:
Print Name:
Position:

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
As per SOW.

Data importer
As per SOW.

Data subjects
As per the DPA and further defined in the SOW.

Categories of data
As per the DPA and further defined in the SOW.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):
As per SOW.

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):

As per the DPA and further defined in the SOW.

DATA EXPORTER

Name:

Authorised Signature ……………………

DATA IMPORTER

Name:

Authorised Signature ……………………

<u>**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**</u>

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

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached): The Data Importer will limit access to Personal Data to those person necessary to perform the Services or administrative functions. The Data Importer will employ technical and security measures identical to or greater than those employed by the Data Exporter with respect to the Personal Data.