

Data Processing Addendum

Last updated: 3rd August 2023

Overview

This Data Processing Addendum (“**DPA**”) applies to Event Organisers who are subject to the United Kingdom General Data Protection Regulation (“**UK GDPR**”) or equivalent legislation (“**Data Protection Laws**”). This DPA applies to the processing of Personal Data by TryBooking on behalf of Event Organisers in order to provide Services as detailed in the Event Organiser Terms and Conditions.

The terms of this DPA are hereby incorporated in the Event Organiser Terms and Conditions or any other applicable services agreement between the Event Organiser and TryBooking (“**Agreement**”).

In the event of any conflict inconsistency between the Agreement and this DPA which is not a legal obligation under data protection legislation, the provisions of the Agreement shall prevail.

In the course of providing the Services to Event Organisers pursuant to the Agreement and the DPA, TryBooking may process Personal Data on behalf of the Event Organiser and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably, in good faith and in accordance with data protection legislation that states that a written agreement be put in place between a data controller and any organisation or individual which processes personal data on its behalf, governing the processing of those data.

Nothing within this contract or any other agreement between the two parties relieves either party of its own direct responsibilities under the UK GDPR.

In this DPA, references to “**you**” refers to the Event Organiser, and references to “**we**”, “**us**” and “**our**” refers to TryBooking.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 “**Applicable Laws**” means (a) Domestic laws with respect to any Personal Data in respect of which any Company Group Member is subject to domestic Data Protection Laws; and (b) any other applicable law with respect to any Personal Data in respect of which any Company Group Member is subject to any other Data Protection Laws;

1.1.2 “**Company Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, 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;

1.1.3 “**Company Group Member**” means Company or any Company Affiliate;

1.1.4 “**Data Protection Laws**” means domestic Data Protection Laws of the UK and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “**Domestic Data Protection Laws**” means the Data Protection Act 2018 (originally 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 UK GDPR and laws implementing or supplementing the UK GDPR supported by The Privacy and Electronic Communications Regulations (PECR). Full title The Privacy and Electronic Communications (EC Directive) Regulations 2003, derived from European Directive 2002/58/EC. The latest version of PECR came into effect on 29 March 2019.

1.1.6 “**UK GDPR**” means EU General Data Protection Regulation 2016/679 replaced by the United Kingdom Data Protection Regulation which came into effect on 1st January 2021;

1.1.7 “**Services**” means the services and other activities to be supplied to or carried out by or on behalf of TryBooking or Company Group Members as detailed in the Event Organiser Terms and Conditions;

1.1.8 “**Sub-processor**” means any natural or legal person (but excluding an employee of TryBooking) appointed by or on behalf of TryBooking or any TryBooking Affiliate to process Personal Data on behalf of any Company Group Member in connection with the Principal Agreement; and

1.2 The terms, “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the UK

GDPR, and their cognate terms shall be construed accordingly.

1.3 The terms, “**Event Organiser**”, “**User**”, “**Visitor**” and “**Subscriber**” will have the same meaning as in the Principal Agreement, and their cognate terms shall be construed accordingly.

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

2. Scope of data processing activities and applicability of DPA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the processing of Personal Data as part of the use of TryBooking Services, the Event Organiser is the Controller, TryBooking is the Processor and that TryBooking (and TryBooking Company Group Members, if applicable) will engage sub-processors pursuant to the requirements set forth in Section 4 “Sub-processors” below.

2.1.1 In providing ticketing and registration services to Event Organisers, TryBooking acts as a processor for Personal Data. This may include facilitating emails to the Customer on behalf of the Event Organiser, processing payments or providing event reports and tools to Event Organisers to monitor their sales.

2.1.2 In respect of some Processing of Personal Data, TryBooking may act as a Data Controller, if, for example, Customers have engaged with aspects of TryBooking’s Services beyond those relating to the Event Organiser’s event. If TryBooking is acting as a Data Controller of the Event Organiser’s Personal Data, TryBooking’s processing shall not be subject to this DPA.

2.2 Event Organiser’s Processing of Personal Data. The Event Organiser shall, in its use of the Services, process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, the Event Organiser’s instructions for the Processing of Personal Data shall comply with applicable Data Protection Laws and Regulations.

2.3 TryBooking’s Processing of Personal Data. TryBooking shall treat Personal Data as confidential information and shall only process Personal Data on behalf of and in accordance with the Event Organiser’s documented instructions for the following purposes: (i) Processing in accordance with the Principal Agreement; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by the Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 Details of the Processing. The purpose of processing of personal data, the duration of the processing, the nature of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA will be specified in the Event Organiser's Privacy Notice unless the Event Organiser instructs TryBooking in writing that it may write a new privacy notice/policy using TryBooking's retention periods etc. The appropriate privacy notice will be made available to Customers at the point of use of TryBooking's services.

3. Data processing clauses/obligations

3.1 Where TryBooking processes Personal Data on behalf of an Event Organiser, TryBooking shall:

3.1.1 Process the personal data only on documented instructions from the Event Organiser, unless otherwise required by applicable data protection laws. The Event Organiser hereby instructs TryBooking, and TryBooking hereby agrees, to process Personal Data as necessary to perform TryBooking's obligations under the Agreement;

3.1.2 Ensure appropriate technical and organisational measures are in place to protect Personal Data;

3.1.3 Notify the Event Organiser where required in the case of any Data Security Breach without undue delay and provide co-operation and assistance to the Event Organiser to enable the Event Organiser to comply with its obligations as a Data Controller in relation to data breach notification requirements;

3.1.4 Impose obligations on sub-processors that have access to Personal Data pursuant to Section 4.1, by way of written contract and remain fully liable to the Event Organiser for any failure by a sub-processor to fulfil its obligations in relation to the Personal Data;

3.1.5 Provide reasonable assistance to the Event Organiser in the event of rights requests, complaints, or other communications received from any supervisory authority or individual who is the subject of any Personal Data processed by TryBooking under Applicable Data Protection Laws. In the event that a Customer submits a Personal Data deletion request to TryBooking, the Event Organiser hereby instructs and authorises TryBooking to delete or restrict the processing of the Customer's Personal Data on behalf of the Event Organiser if the lawful basis used to legitimise the processing allows for this action;

3.1.6 Upon written request, make available to the Event Organiser information necessary to demonstrate compliance with its obligations and allow and cooperate fully with audits, including inspections, conducted by the Event Organiser or another person authorised to this end by the Event Organiser. Any on-site audits shall be conducted in accordance with TryBooking's audit policy and: (i) permitted only on

reasonable advance notice to TryBooking; (ii) subject to appropriate confidentiality undertakings;

3.2 The Event Organiser hereby consents to TryBooking's current sub-processors as listed on TryBooking's website ("Current Sub-Processors") to Process Personal Data on its behalf.

3.3 The Event Organiser hereby consents to TryBooking appointing additional and replacement sub-processors ("Replacement Sub-Processors") to process Personal Data on its behalf. TryBooking shall: (i) give notice to the Event Organiser of the identity of Replacement Sub-Processors via the TryBooking website (the Event Organiser is responsible for regularly checking and reviewing TryBooking's website and online list of sub-processors for any such changes and TryBooking's website shall be the sole means of TryBooking communicating any such changes); and (ii) give the Event Organiser the opportunity to object to such changes that take place after the Effective Date of the Agreement, in accordance with the terms of Section 4.3.

4. Sub-processors

4.1 Appointment of Sub-processors. The Event Organiser acknowledges and agrees that (a) TryBooking's Affiliates may be retained as sub-processors; and (b) TryBooking and TryBooking's Affiliates respectively may engage third-party sub-processors in connection with the provision of the Services. TryBooking will only seek to engage third-party sub-processors who have provided sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will comply with the requirements of the UK GDPR and relevant data protection laws, and ensure the rights of data subjects.

4.1.1 TryBooking shall not sub-contract any of its processing operations performed on behalf of the Event Organiser under this DPA without the prior written consent of the Event Organiser. Where TryBooking sub-contracts its obligations with the consent of the Event Organiser, 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 TryBooking. Where the sub-processor fails to fulfil its data protection obligations under such written agreement, TryBooking shall remain fully liable to the Event Organiser for the performance of the sub-processor's obligations under such agreement.

4.1.2. The prior written contract between TryBooking and the sub-processor shall also provide for a third-party beneficiary clause for cases where the data subject is not able to bring any claim for compensation against the Event Organiser or TryBooking 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 Event Organiser or TryBooking 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.

4.1.3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 4.1.1 shall be governed by the law of the State in which the Event Organiser is established.

4.1.4. The Event Organiser shall keep a list of sub-processing agreements entered into and notified by TryBooking, which shall be updated at least once a year. The list shall be made available to the ICO if requested.

4.2 List of Current Sub-processors and Notification of New Sub-processors. On the TryBooking website, TryBooking shall make available to the Event Organiser a list of all current Sub-processors used in the provision of the service for the Event Organiser. In the event that TryBooking decides to use a new sub-processor, a notification will be made to Event Organisers in the form of a notice on the website.

4.3 Objection Right for New Sub-processors. Event Organisers may object to TryBooking's use of a new Sub-processor by notifying TryBooking promptly in writing to privacy@TryBooking.com within ten (10) business days of TryBooking posting the changes on its website.

4.3.1 Provided that the Event Organiser's objection: (i) concerns the new Sub-Processor's ability to allow TryBooking to materially comply with its data protection obligations under this DPA; and (ii) includes sufficient detail to support its objection and provide specific examples. TryBooking will then use commercially reasonable efforts to review and respond to the Event Organiser's objection within thirty (30) days of receipt of the Event Organiser's objection. If TryBooking does not view the objection as providing sufficient supporting detail, the objection shall be deemed invalid and TryBooking has no further obligations.

4.3.2 If TryBooking determines, in its sole discretion, that it cannot reasonably accommodate the Event Organiser's objection to new sub-processors, upon notice from TryBooking, the Event Organiser may choose to terminate the Agreement by providing written notice to TryBooking, and complying with the terms contained in the Principal Agreement, which shall be the Event Organiser's sole and exclusive remedy.

5. Deletion or Return of Event Organiser's Personal Data

5.1 Prior to the cessation of TryBooking's processing of Personal Data of data subjects of the Event Organiser under the Agreement (the "Cessation Date"), the Event Organiser may request a copy of the Personal Data they have provided to TryBooking for processing under

the Agreement, using an online tool on the TryBooking website. The Event Organiser may also exercise their rights to request erasure of their data using an online tool on the TryBooking website, at which point, the data will be immediately pseudonymised on TryBooking's systems. TryBooking shall then delete or anonymise the Personal Data of data subjects of the Event Organiser in possession of sub-processors within 30 days.

5.2 Within 365 days of the cessation of TryBooking's Processing of Personal Data of data subjects of the Event Organiser under the Agreement (the "Cessation Date"), TryBooking shall delete all pseudonymised copies of Personal Data of data subjects of the Event Organiser processed under the Agreement.

5.3 TryBooking and sub-processors may retain Personal Data of data subjects of the Event Organiser to the extent (and only for the period) required by any applicable laws.

6. Data Subjects' Rights

6.1 The data subject can enforce against the Event Organiser or TryBooking any or all of the individual's rights as determined in the UK GDPR.

6.2 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.

7. Obligations of the Event Organiser

The Event Organiser agrees and warrants:

7.1 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 State where the Event Organiser is established) and does not violate the relevant provisions of that State;

7.2 that it has instructed and throughout the duration of the personal data processing services will instruct the data exporter to process the personal data transferred only on the Event Organiser's behalf and in accordance with the applicable data protection law and the Clauses;

7.3 that it will ensure that TryBooking provides sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

7.4 that it will assess the requirements of the applicable data protection law and ensure that the security measures employed by TryBooking 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;

7.5 that, if the transfer involves ordinary and/or special categories of personal data, the data subject has been informed or will be informed before the transfer that the personal data will be transmitted to TryBooking and to the listed third party providers which may be situated in a country not providing adequate protection within the meaning of Directive 95/46/EC;

7.6 to make available to the data subjects of any Event Organiser that is subject to the Freedom of Information Act 2000 upon request, a copy of this document, 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 data protection legislation, unless this document or the contract contain commercial information, in which case it may remove such commercial information;

7.7 that, in the event of sub-processing, it will require evidence that TryBooking has ensured that the processing activity carried out by a sub-processor is providing at least the same level of protection for the personal data and the rights of data subject as the data exporter.

8. Additional Clauses/Obligations of TryBooking

TryBooking agrees and warrants:

8.1 to process the personal data only on behalf of the Event Organiser and in compliance with its instructions and this DPA; if it cannot provide such compliance for whatever reasons, it agrees to promptly inform the Event Organiser of its inability to comply, in which case the Event Organiser is entitled to suspend the transfer of data and/or terminate the contract;

8.2 that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Event Organiser 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 this document, it will promptly notify the change to the Event Organiser as soon as it is aware, in which case the Event Organiser is entitled to suspend the

transfer of data and/or terminate the contract;

8.3 that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data received;

8.4 that it will promptly notify the Event Organiser 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 a data subject without responding to that request, unless it has been otherwise authorised to do so;

8.5 to deal promptly and properly with all inquiries from the Event Organiser relating to its processing of the personal data and to abide by any advice given by the Information Commissioner's Office with regard to the processing of the data by TryBooking or any of its sub-processors;

8.6 at the request of the Event Organiser to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the Event Organiser or an inspection body selected by the Event Organiser, where applicable;

8.7 if it receives a request to make available to a data subject a copy of this DPA, or any existing contract for sub-processing by any person or body, to refer this request to the Event Organiser promptly and not to respond to the requestor other than to inform them that the request has been passed to the Event Organiser;

8.8 that, in the event of sub-processing, it has previously informed the Event Organiser and obtained its prior written consent;

8.9 that the processing services by the sub-processor will be carried out in accordance with Section 4;

8.10 to send promptly a copy of any sub-processor agreement it concludes to the Event Organiser.

8.11 meet our security obligations as determined in Article 32 of the UK GDPR.

8.12) assist the Event Organiser with completion of data protection impact assessments as required (Article 35 of the UK GDPR).

8.13 to ensure that staff accessing the data are subject to a duty of confidence.

8.14 to ensure that staff accessing the data have been trained in their data protection responsibilities within the last 24 months.

9. Liability

9.1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Sections 3 or 11 by any party or sub-processor is entitled to receive compensation from the party responsible for the damage suffered.

9.2. If a data subject is not able to bring a claim for compensation against a sub-processor, arising out of a breach of any of their obligations referred to in this DPA, because the party responsible has factually disappeared or ceased to exist in law or has become insolvent, TryBooking agrees that the data subject may issue a claim against them as if it were the sub-processor, unless any successor entity has assumed the entire legal obligations of the sub-processor by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

9.3 TryBooking may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

10. Mediation and jurisdiction

10.1. TryBooking agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under this DPA, TryBooking will investigate the complaint and if it upholds it, will accept any decision of the data subject:

(a) to refer the dispute to mediation by an independent person or, where applicable, by the ICO;

10.2. 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 domestic, national or international law.

11. Cooperation with supervisory authorities

11.1. The Event Organiser agrees to deposit a copy of this contract with the ICO if the ICO so requests or if such deposit is required under the applicable data protection law.

11.2. TryBooking shall promptly inform the Event Organiser about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of TryBooking or any sub-processor, pursuant to paragraph 2. In such a case the Event Organiser shall be entitled to take the measures foreseen in Section 8.2.

12. Governing law

The Clauses shall be governed by the law of the State in which the Event Organiser is established.

13. Variation of the contract

The parties undertake not to vary or modify this DPA without mutual agreement.

14. Obligation after the termination of personal data processing services

14.1. The parties agree that on the termination of the provision of data processing services, TryBooking and the sub-processor shall, at the choice of the Event Organiser, return all the personal data transferred and the copies thereof to the Event Organiser or shall destroy all the personal data and certify to the Event Organiser that it has done so, unless legislation imposed upon TryBooking prevents it from returning or destroying all or part of the personal data transferred. In that case, TryBooking warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process further the personal data transferred.

14.2. TryBooking and the sub-processor warrant that upon request of the Event Organiser, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

15. Restricted Transfers

15.1 TryBooking ensures that a Standard Contractual Clause (SCC) or other appropriate safeguard (as defined in the UK GDPR, Article 46) is in place with all of its sub-processors where there is a restricted transfer of personal data necessary for the processing of that data for specified purposes.

15.2 Where there is no existing SCC or other appropriate safeguard in place, TryBooking will ensure that the ICO's International Data Transfer Agreement VERSION A1.0, or the EU Commission's Standard Contractual Clauses plus the International Data Transfer Addendum VERSION B1.0, both in force 21 March 2022 is in used when engaging a new sub-processor.

15.3 In the event that there is a change in domestic or other legislation which renders these contracts inoperable, TryBooking will follow ICO

guidance in order to legitimise the restricted transfer or end the relevant contract/s.

15.4 All agreed actions or instructions and data protection obligations set out in this DPA shall apply to sub-processors to ensure that there is an adequate level of data protection irrespective of the physical location of the sub-processor.

15.5. Where the Event Organiser is situated outside the EU, it is likely that use by them of TryBooking's services will constitute the equivalent of a restricted transfer in EU and UK legislation. The Event Organiser warrants that all safeguards that are required by their respective data protection regimes will be in place before the transfer of personal data to TryBooking for the processing of specified purposes.

ANNEX A: RELATING TO STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For Personal Data Processed by TryBooking on behalf of Event Organiser which is the subject of a restricted transfer, the data processing obligations set out in this Addendum shall apply.

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:

Event Organiser
(the data controller)

and

TryBooking UK Ltd
(the “data exporter”)

each a “party”; together “the parties”

Have agreed that where possible they will use Standard 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.

The Event Organiser has entered into a data processing addendum (“DPA”) with TryBooking. Pursuant to the terms of the DPA, it is contemplated that services provided by TryBooking will involve the transfer of personal data to sub-processors (data importers). In this context a data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data exporter’s execution of, and compliance with, the terms of these Clauses.

Clause 1. Definitions. For the purposes of the information contained in the Standard Contractual 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, 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 and translated to the UK GDPR;

(b) **“the data exporter”** means the data processor who transfers the personal data;

(c) **“the data importer”** means the sub-processor who agrees to receive from the data exporter personal data intended for processing on behalf of the data controller after the transfer in accordance with his instructions and the terms of the Clauses and who is made subject to Article 25 of the UK GDPR relating to data protection by design and default;

(d) **“the sub-processor”** means any processor engaged by TryBooking or by any other sub-processor of TryBooking who agrees to receive from TryBooking or from any other sub-processor of TryBooking personal data exclusively intended for processing activities to be carried out on behalf of the Event Organiser 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 State in which the Event Organiser is established;

(f) **“technical and organizational security measures”** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(g) **“personal data breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

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 SCC.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the data controller and Data exporter. States other than the UK may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data controller

Event Organiser

Data exporter

The data exporter is:

TryBooking UK Ltd

Data importer

Sub-contractors of TryBooking UK Ltd that are in receipt of personal data that is the subject of a restricted transfer

Data subjects

The users of the service that Data Exporter provides to Data Controller, the extent and scope of which is determined by the Data Controller.

Categories of data

The personal data transferred concern the categories of data as determined by the Data Controller to allow users to purchase tickets using the Data Exporter's system, and any personal data comprised in Customer Data.

Special categories of data (if appropriate)

The categories of data are determined by the Data Controller and may include special categories of data, the extent and scope of which is determined by the Data Controller.

Processing operations

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

The objective of processing of Personal Data by the data exporter is the performance of the Services pursuant to the Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

THIS APPENDIX FORMS PART OF THE CLAUSES AND MUST BE COMPLETED AND SIGNED BY THE PARTIES.

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 organizational measures to protect the personal data against misuse and accidental loss or destruction.