

STANDARD CONTRACTUAL CLAUSES**ADDENDUM TO INCLUDE EU/UK STANDARD CONTRACTUAL CLAUSES
(where applicable)****TERMS OF THIS ADDENDUM:**

1. This Addendum consists of the most recent version of the EU Standard Contractual Clauses March 2022 and the UK ICO approved addendum to the SCCs (collectively the “**SCCs**”). The SCCs have been pre-signed by OneAdvanced and its Affiliates as the data importer, per the signature on this page. The parties agree that the SCCs shall govern any data transfers by OneAdvanced and its Affiliates as a Processor on behalf of its Customer as a Controller when the SCCs are deemed to apply to such transfers.
2. Complete the information in the signature box and sign below. Send the signed Addendum by email to advanced.commercial@oneadvanced.com. Upon receipt of the validly completed Addendum at this email address, this Addendum will become legally binding. If you do not sign and return the attached by then, we will take your silence and continued processing of the personal data as your deemed acceptance of the SCCs and such terms shall apply.
3. Signature below shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses incorporated herein, including their Appendices. Where Customer wishes to execute separately the SCCs and its Appendices, Customer should also complete all sections highlighted in yellow as a data exporter.

On behalf of the Customer:

Name (written out in full): Position:

Signature _____

On behalf of the OneAdvanced and its Affiliates:

Name (written out in full): Xavier Langlois

Position: General Counsel

Signature _____

Signed by:

Xavier Langlois

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STANDARD CONTRACTUAL CLAUSES

EU STANDARD CONTRACTUAL CLAUSES

The Parties acknowledge and agree that the following provisions will apply in respect of the sharing of any Personal Data (to which EU Data Protection Legislation applies) by the Controller with OneAdvanced as a Processor.

COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

STANDARD CONTRACTUAL CLAUSES – Module 2: MODULE TWO: Transfer controller to processor. The full text of the Module 2: Transfers Controller to Processor is available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en (the “EU SCCs”)

Note: Completed EU SCCs Clauses as well as Annex 1 and Annex 2 are provided below.

In relation to Personal Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:

- (i) Module Two will apply;
- (ii) in Clause 7, the optional docking clause will apply;
- (iii) in Clause 9, Option 2 “General Authorisation” will apply, and the time period for prior notice of sub-processor changes shall be 30 days. List of Sub-processors can be found [here](#);
- (iv) in Clause 11, the optional language will not apply;
- (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
- (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
- (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I;
- (viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II; and

In the event that any provision of an underlying agreement contradicts, directly or indirectly, the EU SCCs, the EU SCCs shall prevail.

STANDARD CONTRACTUAL CLAUSES**UK Addendum to EU SCCs**

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses. VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables**Table 1: Parties**

Start date	See Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: See Annex 1 Trading name (if different): <input type="text"/> Main address (if a company registered address): See Annex 1 Official registration number (if any) (company number or similar identifier): See Annex 1	Full legal name: See Annex 1 Trading name (if different): <input type="text"/> Main address (if a company registered address): See Annex 1 Official registration number (if any) (company number or similar identifier): See Annex 1
Key Contact	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>
Signature (if required for the purposes of Section 2)		See cover page

STANDARD CONTRACTUAL CLAUSES

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: <div></div> Reference (if any): See above EU SCCs referenced Other identifier (if any): <div></div> Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: See Annex 1

Annex 1B: Description of Transfer: See Annex 1

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Seen Annex 2

STANDARD CONTRACTUAL CLAUSES

Annex III: List of Sub processors (Modules 2 and 3 only): Option 2 “General Authorisation” will apply, and the time period for prior notice of sub-processor changes shall be 30 days. List of Sub-processors can be found [here](#)

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: Importer <input checked="" type="checkbox"/> Exporter <input checked="" type="checkbox"/> Neither Party <input type="checkbox"/>
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Part 2: Mandatory Clauses

Entering into this Addendum

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

- Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.

STANDARD CONTRACTUAL CLAUSES

Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

STANDARD CONTRACTUAL CLAUSES

5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

STANDARD CONTRACTUAL CLAUSES

- c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
- 13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
- 14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
- 15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the “Clauses” means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
 - d. Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
 - f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;

STANDARD CONTRACTUAL CLAUSES

- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply.”;
- m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;

STANDARD CONTRACTUAL CLAUSES

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

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
- a its direct costs of performing its obligations under the Addendum; and/or
 - b its risk under the Addendum,

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

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

Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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STANDARD CONTRACTUAL CLAUSES

Annex 1 - DATA PROCESSING DETAILS

This Annex I forms part of the SCCs and describes the processing that the Processor will perform on behalf of the Controller.

A. LIST OF PARTIES

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

1.	Name:	See Agreement
	Address:	See Agreement
	Contact person's name, position and contact details:	See Agreement
	Activities relevant to the data transferred under these Clauses:	The Controller is a customer of the Processor that will provide Personal Data to the Processor in order to allow Processor to provide services to Controller pursuant to an Agreement entered by and between the parties.
	Signature and date:	<i>The parties agree that these Standard Contractual Clauses are effective as of the underlying Agreement date</i>
	Role (controller/processor):	Controller

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

1.	Name:	See Agreement
	Address:	See Agreement
	Contact person's name, position and contact details:	DPO, dataprotection@oneadvanced.com
	Activities relevant to the data transferred under these Clauses:	The processing activities that are necessary in order for the Processor to provide SaaS and other services to the Controller, which shall include hosting – cloud and platform, software support services, bespoke software development, project management, training & consultancy, payroll services, IT services, customer success, managed services/IT outsourcing services, migration services, research and analytics purposes and other professional services.
	Signature and date:	<i>The parties agree that these Standard Contractual Clauses are effective as of the underlying Agreement date</i>
	Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	<ul style="list-style-type: none"> Controller's or its Affiliates' authorised users – being the individuals who use the Subscription Service; Controller's or its Affiliates' representatives who are involved in the receipt of Subscription Services; and Contacts who are interested in employment with the Controller or its Affiliates or who are approached by the
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STANDARD CONTRACTUAL CLAUSES

	Controller, its Affiliates or their authorised users and get in contact via the Subscription Service.
Categories of personal data transferred:	The Personal Data transferred to the Processor is determined and controlled by the Controller at its sole discretion.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	The Processing may include sensitive data if such information is uploaded or transmitted via the software, at the sole discretion of the user of the Software.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Personal data will be transferred continuously throughout the Term of the Agreement.
Nature of the processing:	The Processor provides a number of services to the Controller including software-as-a service solutions and hosting solutions.
Purpose(s) of the data transfer and further processing:	The data processing undertaken by the Processor will involve any such processing that is necessary for the purposes set out in the Agreement, any subsequent Addenda, or as otherwise agreed between the parties in writing during the Term.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	<p>On termination or expiry of the Agreement, the Processor will return the Personal Data in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Data will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted.</p> <p>In the event that the Customer requests return of their Personal Data as described above, all Customer Personal Data will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between</p>

STANDARD CONTRACTUAL CLAUSES

	the parties or to the extent it is required to be retained or deleted under Applicable Law.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Personal data is transferred to the OneAdvanced's sub-processors for the purpose of providing the OneAdvanced's Services to the Controller for the duration of the Agreement, unless the personal data is deleted prior to the termination or expiration of that contract by the Controller or by the Processor at the Controller's instruction.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs)	<u>Ireland</u>
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STANDARD CONTRACTUAL CLAUSES

Annex 2 – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the Processor / data importer (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons are available [here](#)