

WAB DATA PROCESSING TERMS

Agency and Client have entered into the Agreement for the provision of the Solution and associated Services (as defined the WAB Reseller Terms).

These "**Data Processing Terms**" (including the appendices) are entered into by the Agency and the Client and supplement the Agreement with effect from the Effective Date.

1 INTRODUCTION

- 1.1 The Agency and the Client have entered into the Agreement. To the extent that the Agency is processing Client Personal Data as part of the delivery of the Solution and/or the Services, the terms contained in these Data Processing Terms will apply.
- 1.2 If the Solution and/or Services are altered during the term of the Agreement and the altered Solution and/or Services will involve new or amended processing of Client Personal Data, the Parties will ensure that Annex 1 is updated as appropriate before such processing commences.
- 1.3 If the Data Protection Legislation is amended during the term of the Agreement in a way that affects the compliance of these Data Processing Terms with the Data Protection Legislation, the Parties will ensure that these Data Processing Terms are updated as appropriate as soon as reasonably practicable.
- 1.4 In respect of all processing of Client Personal Data carried out pursuant to the Agreement, the Parties agree that the Client is the controller and that the Agency is the processor.

2 DEFINITIONS

- 2.1 Capitalised terms not defined in these Data Processing Terms below, have the meanings given to them in the WAB Reseller Terms (found here: [xxxxxxxxxxxxxxxxxxxx]).

"**Agreement**" means the contract between the Agency and the Client within which these Data Processing Terms are linked, pursuant to which the Agency provides the Solution and the Services to the Client.

"**Client Personal Data**" shall have the meaning ascribed in the Agreement and be as further described in Annex 1.

"**Data Protection Legislation**" means all Applicable Laws and codes of practice applicable to the processing of Personal Data including, where applicable, the GDPR and UK Data Protection Law as defined in Annex 4.

"**GDPR**" means 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 as applicable as of 25 May 2018, as may be amended from time to time.

"**Losses**" means:

- (a) costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material and non-material damage); and
- (b) to the extent permitted by Applicable Law:
 - (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a court or regulatory authority;
 - (ii) compensation to a data subject ordered by a court or regulatory authority; and
 - (iii) the costs of compliance with investigations by a regulatory authority.

"**Non-Adequate Recipient**" means a recipient of Client Personal Data which is established in a country or territory which has not been recognised by a relevant competent supervisory authority or another competent authority (including the European Commission) as providing an adequate level of protection to Personal Data and which recipient is not governed by the GDPR for the transfer and further processing of Client Personal Data.

"Personal Data Breach" means a breach of security leading to the accidental, unauthorised or unlawful destruction loss, alteration disclosure of, or access to, Client Personal Data while in the custody of the Agency.

"Processing Instructions" means the Client's instructions concerning the processing of Client Personal Data when the Agency is acting as a processor.

"Restricted Transfer" means a transfer of Client Personal Data to a Non-Adequate Recipient which may be rendered permissible under Data Protection Legislation where a Transfer Mechanism is validly used in order to make and govern the transfer.

"Standard Contractual Clauses" or **"SCCs"** means a set of contractual provisions approved or otherwise recognised by a relevant competent supervisory authority as enabling an international transfer or Personal Data to be made in compliance with Data Protection Legislation including, in the EEA, the contractual provisions found in decision 2021/914 of the European Commission ("**EEA SCCs**").

"Sub-Processor" means another processor engaged by the Agency to carry out a part or all of the Processing Instructions, for the avoidance of doubt not including Third Party Data Controllers (as defined in paragraph 10.1).

"Transfer Mechanism" means any means of transferring Personal Data from a data exporter to a data importer, permitted under the Data Protection Legislation, including the Standard Contractual Clauses.

2.2 Where these Data Processing Terms use the terms defined in the GDPR, those terms shall have the same meaning as in the GDPR.

2.3 These Data Processing Terms are to be read and interpreted in the light of the provisions of the Data Protection Legislation and must not be interpreted in a way that runs counter to the rights and obligations provided for in the Data Protection Legislation, or in a way that prejudices the fundamental rights or freedoms of data subjects.

3 PURPOSE

3.1 The purpose of these Data Processing Terms is to ensure compliance with the Data Protection Legislation.

3.2 These Data Processing Terms are without prejudice to obligations to which the Client and the Agency are subject by virtue of the applicable Data Protection Legislation.

4 HIERARCHY

4.1 In the event of a contradiction or inconsistency between:

4.1.1 these Data Processing Terms and the provisions of the Agreement or any other agreement between the Parties existing at the time when these Data Processing Terms are agreed or entered into thereafter, these Data Processing Terms will prevail; or

4.1.2 these Data Processing Terms and any applicable Transfer Mechanism, then the applicable Transfer Mechanism will prevail; or

4.1.3 an applicable Transfer Mechanism and another applicable Transfer Mechanism, the Transfer Mechanism which affords the highest level of protection to the rights and freedoms of the data subjects will prevail, in each case, solely to the extent of such contradiction or inconsistency.

5 DESCRIPTION OF PROCESSING

The details of the processing operations, their purposes, scope and duration, and the categories of Client Personal Data to be processed by the Agency in connection with the Agreement are set out in Annex 1.

6 OBLIGATIONS OF THE PARTIES

6.1 Instructions

6.1.1 The Agency will unless Applicable Law requires otherwise:

(a) only process Client Personal Data on and in accordance with the Processing Instructions;

(b) only process Client Personal Data for the specific purpose(s) of the processing, as set out in Annex 1, unless it receives further Processing Instructions; and

- (c) notify the Client if, in the Agency's opinion, the processing of Client Personal Data in accordance with the Processing Instructions infringes Data Protection Legislation or other Applicable Law.

6.2 Security of Processing

6.2.1 The Agency will implement and maintain throughout the term of the Agreement appropriate technical and organisational measures to ensure the security of the Client Personal Data against Personal Data Breaches. In assessing the appropriate level of security, the Agency will take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

6.2.2 The Agency will take reasonable steps to ensure that its personnel:

- (a) have access to the Client Personal Data only to the extent necessary for implementing, managing and monitoring the Agreement, unless Applicable Law requires otherwise;
- (b) do not process Client Personal Data other than in accordance with the Processing Instructions, unless Applicable Law requires otherwise; and
- (c) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.3 Sensitive data

The Client must not disclose to the Agency any Personal Data which: i) relates to minors (being a data subject under the age of 16); or ii) reveals the racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("**sensitive data**") without the prior written consent of the Agency. If the Agency consents to the processing of sensitive data, then the Parties may agree to and document specific restrictions and additional safeguards prior to the commencement of such processing.

6.4 Documentation, compliance and audit

6.4.1 The Agency will deal promptly with inquiries from the Client about the processing of Client Personal Data in accordance with these Data Processing Terms.

6.4.2 Subject to reasonable written advance notice from the Client, and subject to the Parties agreeing in writing the scope of the audits or inspections to take place in accordance with this paragraph 6.4.2, the Agency will:

- (a) permit the Client to conduct (and will contribute to) audits and inspections of its systems and processes in relation to the processing of Client Personal Data subject to the Client ensuring:
 - (i) such audit or inspection may only be permitted once per calendar year unless otherwise required by a competent supervisory authority;
 - (ii) that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Agency's business and the business of other clients of the Agency; and
 - (iii) that all information obtained or generated by the Client or its auditor(s) in connection with such audits and inspections is kept strictly confidential (save for disclosure to a regulatory authority or as otherwise required by Applicable Law);
- (b) give the Client such information as is reasonably necessary to verify that the Agency is in compliance with its obligations under Data Protection Legislation.

6.4.3 The cost of such audit, inspection or provision of information will be borne by the Client.

6.5 Use of Sub-Processors

6.5.1 The Agency has the Client's general authorisation to engage Sub-Processors to process Client Personal Data as set out in Annex 2.

6.5.2 The Agency will notify the Client at least 1 week in advance of the identity of any new Sub-Processor and of any changes to the Sub-Processors (such notification to be made either via updates to the webpage found at <https://www.dentsu.com/policies/global-sub-processor-information> or in writing (which may include email) from

time to time), thereby giving the Client sufficient time to be able to object to such changes prior to the engagement of the concerned Sub-Processor(s).

6.5.3 Where the Agency engages a Sub-Processor for carrying out specific processing activities on behalf of the Client it will do so by way of a contract which imposes on the Sub-Processor, in substance, similar data protection obligations as the ones imposed on the Agency in accordance with these Data Processing Terms.

6.5.4 The Agency agrees that if a Sub-Processor fails to fulfil its data protection compliance obligations under the contract required by paragraph 6.5.3 the Agency will remain liable to the Client for the Sub-Processor's failure to comply with such obligations.

6.6 International transfers

Transfers between the Client and Agency

6.6.1 To the extent that, in order to enable the Agency to deliver the Solution and/or the Services, any Restricted Transfer is required of Client Personal Data between the Client (acting as an 'exporter') and the Agency (acting as an 'importer') or between the Agency (acting as an 'exporter') to the Client (acting as an 'importer'), the Parties will ensure that an agreed Transfer Mechanism will govern such Restricted Transfer(s), which may include any relevant provisions of the Standard Contractual Clauses.

6.6.2 Where a Restricted Transfer set out in paragraph 6.6.1 would result in the transfer of Client Personal Data from the European Economic Area to a Non-Adequate Recipient outside the European Economic Area, Annex 3 will apply to such Restricted Transfers.

6.6.3 For the purposes of any Restricted Transfers described in paragraph 6.6.2 above, the Client shall implement and maintain all supplementary measures to ensure compliance with the Client's obligations as data exporter and to render the Restricted Transfer effective and compliant with the Data Protection Legislation.

Onward transfers between the Agency and third parties

6.6.4 The Client authorises the Agency to make Restricted Transfers of Client Personal Data where such transfers are required in the fulfilment of the Services or the provision of the Solution or as otherwise required by Applicable Law.

6.6.5 The Restricted Transfers described in paragraph 6.6.4 above that are known as at the date of the Agreement are set out in Annex 2.

6.6.6 The Client agrees that where the Agency engages a Sub-Processor in accordance with paragraph 6.5 for carrying out specific processing activities on behalf of the Client and those processing activities involve a Restricted Transfer of Client Personal Data, the Agency and the Sub-Processor can ensure compliance with the Data Protection Legislation by entering into a Transfer Mechanism, provided the conditions for the use of the chosen Transfer Mechanism for that Restricted Transfer are met.

New Transfer Mechanism

6.6.7 Where any updates or amendments to, or replacement of, a Transfer Mechanism is approved by the competent authority/ies during the term of the Agreement ("**New Transfer Mechanism**"), the Parties will work together to agree and to put in place a New Transfer Mechanism and the Agency shall have no liability under the Agreement as a result of the suspension of a Transfer Mechanism.

6.7 Client Obligations

6.7.1 The Client:

- (a) must ensure that the processing of Client Personal Data by the Client is carried out in accordance with Data Protection Legislation;
- (b) must ensure that any required consents have been obtained, and any notices served, to data subjects to ensure that the Agency has all required rights to process Client Personal Data, and that the Agency's processing of Client Personal Data as envisaged in these Data Processing Terms will comply with Data Protection Legislation;
- (c) must ensure that all Client Personal Data provided by the Client to the Agency is necessary, accurate and up-to-date;

- (d) must ensure that all Processing Instructions are at all times be in accordance with Applicable Law; and
- (e) acknowledges that it is satisfied that:
 - (i) the Agency's processing operations are suitable for the purposes for which the Client proposes to use the Solution and the Services and engage the Agency to process Client Personal Data; and
 - (ii) the Agency has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Legislation.

7 ASSISTANCE TO THE CLIENT

- 7.1 The Agency will without undue delay notify the Client of any request it has received concerning Client Personal Data from a data subject. It will not respond to the request itself, unless authorised to do so by the Client.
- 7.2 The Agency will provide reasonable assistance to the Client, insofar as this is possible, in fulfilling the Client's obligations to respond to data subjects' requests to exercise their rights under applicable Data Protection Legislation, taking into account the nature of the processing.
- 7.3 Subject to reasonable written advance notice from the Client, the Agency will, taking into account the nature of the data processing and the information available to the Agency, co-operate and assist the Client with any of the Client's obligations to:
 - 7.3.1 carry out data protection impact assessments or consultations with any regulatory authority that the Client reasonably considers are relevant pursuant to Data Protection Legislation in relation to the Client Personal Data where the type of processing is likely to result in high risk to the rights and freedoms of data subjects;
 - 7.3.2 ensure that Client Personal Data is accurate and up to date, by informing the Client without undue delay if the Agency becomes aware that the data is inaccurate or has become outdated;
 - 7.3.3 ensure the security of processing Client Personal Data in accordance with paragraph 6.2.
- 7.4 The cost of any assistance provided by the Agency to the Client in accordance with this paragraph 7 will be borne by the Client.

8 NOTIFICATION OF PERSONAL DATA BREACHES

- 8.1 The Agency will, without undue delay, notify the Client if it becomes aware of a Personal Data Breach. Such notification will contain, where possible:
 - 8.1.1 a description of the nature of the Personal Data Breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
 - 8.1.2 the details of a contact point where more information concerning the Personal Data Breach can be obtained; and
 - 8.1.3 the likely consequences of the Personal Data Breach and the measures taken or proposed to be taken to address it, including to mitigate its possible adverse effects.
- 8.2 Where, and insofar as, it is not possible to provide all the information required by paragraph 8.1 at the same time, the initial notification will contain the information then available and further information will, as it becomes available, subsequently be provided without undue delay.
- 8.3 The Agency will (at the Client's expense) provide such further information and assistance as the Client reasonably requires to comply with its obligations to notify any regulatory authority and/or data subjects under the Data Protection Legislation, taking into account the nature of the processing and the information available to the Agency.

9 LIMITATION OF LIABILITY

- 9.1 The Agency will only be liable to the Client for damage caused by the processing of Client Personal Data where it has not complied with its obligations under the applicable Data Protection Legislation or where it has processed the Client Personal Data contrary to the lawful Processing Instructions of the Client.

- 9.2 The liability of the Parties under or in connection with these Data Processing Terms will be subject to the exclusions and limitations of liability in the Agreement.
- 9.3 Where both Parties are responsible for the act, or omission to act, resulting in the payment of Losses by a Party or both Parties, then each Party shall only be liable for that part of such Losses which is in proportion to its respective responsibility.

10 THIRD PARTY DATA CONTROLLERS

- 10.1 The Client acknowledges that certain of the Client Personal Data will be processed by third parties as an independent controller (hereinafter, "**Third Party Data Controllers**"), solely where this is required for the Third Party Data Controller's own compliance with Data Protection Legislation.
- 10.2 The Client acknowledges that nothing in this paragraph 10 shall result in the Agency acting as a controller or joint controller of Client Personal Data.
- 10.3 The Client permits the Agency to engage with Third Party Data Controllers in the delivery of the Solution and/or the fulfilment of the Services provided that the Agency enters into terms with the Third Party Data Controllers designed to ensure that the Third Party Data Controller:
- 10.3.1 will, in processing Client Personal Data in accordance with this paragraph 10:
- (a) maintain appropriate data minimisation, pseudonymisation and/or anonymisation measures;
 - (b) comply with the obligations of a controller under Data Protection Legislation; and
 - (c) if it receives a request from or on behalf of a data subject of Client Personal Data to exercise any rights under Data Protection Legislation in relation to Client Personal Data, without undue delay forward it to the Client (via the Agency).

11 TERMINATION

- 11.1 Following termination of these Data Processing Terms for any reason or after the business purposes for which Client Personal Data was processed have been fulfilled (or earlier upon the Client's written request) the Agency will, at the Client's option, either delete or return all Client Personal Data and delete any existing copies of the same (unless storage of such copies is required by Applicable Law). Until the Client Personal Data is deleted or returned the Agency will continue to ensure compliance with these Data Processing Terms.

12 MARKET-SPECIFIC DATA PROTECTION TERMS

- 12.1 Where the UK Data Protection Law applies to the processing of Client Personal Data by the Agency, the provisions of these Data Processing Terms and the provisions of Annex 4 apply to such processing.

Annex 1 – Data Protection Particulars

Purposes and scope	The Agency is processing Client Personal Data for the purpose of delivering to the Client the Solution and the Services along with associated integration, hosting, management and support services described in the Agreement.
Subject matter and nature of processing	<p><i>The subject matter of such processing is as indicated below:</i></p> <p><input checked="" type="checkbox"/> <i>Marketing services</i></p> <p><input checked="" type="checkbox"/> <i>Advertising services</i></p> <p><input checked="" type="checkbox"/> <i>Technology services (such as infrastructure, hosting, software)</i></p> <p><input type="checkbox"/> <i>Other (please specify)</i></p>
Duration	The duration of the processing described herein corresponds to the duration of the Agreement and thereafter for the period of time to allow the Agency to comply with their obligations under Applicable Law. No data will be held in the solution unless specifically agreed in advance with the client, for example storing a consent list for opted out individuals.
Categories of Personal Data processed (including, where applicable, exported)	<p>The subject matter of the processing of Client Personal Data under the Agreement comprises the following data types/categories:</p> <p><input type="checkbox"/> Background checks</p> <p><input checked="" type="checkbox"/> Browsing information</p> <p><input checked="" type="checkbox"/> Contact information</p> <p><input type="checkbox"/> Education and skills</p> <p><input type="checkbox"/> Employment information</p> <p><input type="checkbox"/> Education and skills</p> <p><input type="checkbox"/> Family information</p> <p><input type="checkbox"/> Financial information</p>

- Genetic information
- Government identifiers
- Financial information
- Professional experience and affiliations
- Social media information
- Travel and expense
- User account information
- Workplace welfare
- Other (please specify)

Special categories (or other sensitive types) of data

- Racial or ethnic origin
- Political opinion
- Religious or philosophical beliefs
- Trade union membership
- Genetic data
- Biometric data
- Health data
- A person's sex life or sexual orientation

	<input type="checkbox"/> Data relating to criminal convictions
Categories of Data Subjects	<p>The Client Personal Data indicated in the row above relates to the following data subjects:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Consumers <input type="checkbox"/> Contractors <input type="checkbox"/> Agency client's personnel <input type="checkbox"/> Agency client's consumers <input checked="" type="checkbox"/> Employees <input type="checkbox"/> Prospective Employees <input type="checkbox"/> Other (please specify) <p>.....</p>
Frequency of the data transfer to the Agency	<ul style="list-style-type: none"> <input type="checkbox"/> One-off <input checked="" type="checkbox"/> Continuous
Retention period	<p>Shall, where relevant, be as per the Duration set out above. No data will be held in the Solution unless specifically agreed in advance with the Client as part of the Onboarding SOW, for example storing a consent list for opted out individuals. The retention period for this Personal Data will also be agreed as part of the Agreement and documented in the same Onboarding SOW..</p>
Specific Restrictions	<p>The processing of Client Personal Data shall be subject to the restrictions described in the Agreement</p>
Processor Data Protection Officer	<p>Hellena Crompton – UK DPO</p> <p>UKIDPO@dentsu.com</p>

Additional measures	Specific procedures or measures to assist the Client in demonstrating compliance with its obligations in the processing of Personal Data to be agreed between the Parties in writing. For example: <Content moderation: Complaint handling and reporting: Notifications: eg Illegal Content, incidents: Data Subject rights:>
----------------------------	---

Annex 2 – Permitted Sub-Processors and Transfers

The Client hereby acknowledges and agrees that the Agency is permitted to engage the following Sub-Processors in accordance with paragraph 6.5 of the Data Processing Terms to provide all or part of the Services and/or to deliver the Solution:

- (a) Dentsu's Affiliates from time to time;
- (b) Other Sub Processors set out in the list available at <https://www.dentsu.com/policies/global-sub-processor-information> as updated from time to time and notified to the Client by the Agency in accordance with paragraph 6.5 of the Data Processing Terms; and
- (c) Those Sub-Processors listed in the table below, as updated from time to time and notified to the Client by the Agency in accordance with paragraph 6.5 of the Data Processing Terms.

Permitted Sub-Processors and Transfers						
<p>Note: Data Protection Legislation (and the new EU Standard Contractual Clauses) require that it is clear to whom and where Personal Data is transferred and, in particular if there is a transfer from one jurisdiction to another. This table sets out what is agreed by the Agency at the point of signature.</p> <p>The "Mechanism" column sets out any agreed safeguards to enable the transfer of Client Personal Data overseas in accordance with relevant laws. For example, transfers of Personal Data outside of the EEA may require the use of EEA Standard Contractual Clauses or binding corporate rules. No overseas transfers will be able to take place until the relevant mechanism is in force.</p>						
Sub-Process or name	Contact person's name, position and contact details	Services and description of processing (including subject matter and nature of the processing)	Location/Transfers	Mechanism	Duration of the processing	Frequency of transfers to this Sub-Processor
Amazon Web Services (AWS)	https://aws.amazon.com/contact-us/compliance-support/	Hosting and transmitting of data collected by the Meta WhatsApp for Business platform and supporting services as defined in the client specific onboarding SOW.	To be determined and stated by the client. Data will be hosted in one of the following Regions: https://aws.amazon.com/about-aws/global-infrastructure/#:~:text=AWS%20Global%20Infrastructure%20Map,the%20AWS%20European%20Sovereign%20Cloud.	<p>X Transfer is to a country, a territory or one or more specified sectors in that country, or to an international organisation that the EU Commission and/or the UK Government and/or another relevant Government has deemed adequate</p> <p>X Binding corporate rules (Art 47 GDPR) apply (applicable only if the data importer has in place binding corporate rules</p>	Continuous as per the license term	<input type="checkbox"/> One-off <input checked="" type="checkbox"/> Continuous

				approved by a competent authority and for onward transfers that take place within the data importer group companies) X EEA Standard Contractual Clauses		
Microsoft Azure	https://www.microsoft.com/en-gb/concern/privacy	Hosting and transmitting of data collected by the Meta WhatsApp for Business platform and supporting services as defined in the client specific onboarding SOW.	To be determined and stated by the client. Data will be hosted in one of the following Regions: https://azure.microsoft.com/en-in/explore/global-infrastructure/geographies/#choose-your-region	X Transfer is to a country, a territory or one or more specified sectors in that country, or to an international organisation that the EU Commission and/or the UK Government and/or another relevant Government has deemed adequate X Binding corporate rules (Art 47 GDPR) apply (applicable only if the data importer has in place binding corporate rules approved by a competent authority and for onward transfers that take place within the data importer group companies) X EEA Standard Contractual Clauses	Continuous as per the license term	<input type="checkbox"/> One-off X Continuous
Google Cloud Platform (GCP)	https://support.google.com/cloud/contact/dp_o	Hosting and transmitting of data collected by the Meta WhatsApp for Business platform and supporting services as defined in the client specific onboarding SOW.	To be determined and stated by the client. Data will be hosted in one of the following Regions: https://cloud.google.com/about/locations	X Transfer is to a country, a territory or one or more specified sectors in that country, or to an international organisation that the EU Commission and/or the UK Government and/or another relevant Government has deemed adequate	Continuous as per the license term	<input type="checkbox"/> One-off X Continuous

				<p>X Binding corporate rules (Art 47 GDPR) apply (applicable only if the data importer has in place binding corporate rules approved by a competent authority and for onward transfers that take place within the data importer group companies)</p> <p>X EEA Standard Contractual Clauses</p>		
--	--	--	--	--	--	--

Permitted Third Parties and Transfers (Per Client)

Shall, where relevant, be as stated in the Order Form.

Annex 3

Incorporation of the EEA SCCs

12.1.2 Where the EEA SCCs are agreed as required by the Parties for a Restricted Transfer, EEA SCCs are hereby deemed accepted by the Parties and incorporated and read as follows:

EEA SCC clause reference	Interpretation – Controller – Processor Module	Interpretation – Processor – Controller Module
Clause 7 – optional docking clause	Clause is not included	Clause is not included
Clause 9 – use of sub-processors	OPTION 2: GENERAL WRITTEN AUTHORISATION is chosen.	N/A
Clause 11 - redress	The optional paragraph within clause 11(a) is removed.	The optional paragraph within clause 11(a) is removed.
Clause 17 – governing law	England and Wales shall be included into Clause 17 where a Member State is required to be specified.	England and Wales shall be included into Clause 17 where a Member State is required to be specified.
18 – choice of forum and jurisdiction	England and Wales shall be included into Clause 18 where a Member State is required to be specified	England and Wales shall be included into Clause 18 where a Member State is required to be specified
Part A, Annex I – list of parties	For transfers from the Client to the Agency, the Client identified as the data exporter; and for transfers from the Agency to the Client, the Agency identified as the data exporter; and For transfers from the Client to the Agency, the Agency identified as the data importer and for transfers from the Agency to the Client, the Client identified as the data importer.	For transfers from the Client to the Agency, the Client identified as the data exporter and for transfers from the Agency to the Client, the Agency identified as the data exporter; and For transfers from the Client to the Agency, the Agency identified as the data importer and for transfers from the Agency to the Client, the Client identified as the data importer.
Part B, Annex I – description of transfer	Populated with the relevant details of Annex 1 and Annex 2 of these Data Processing Terms.	Populated with the relevant details of Annex 1 and Annex 2 of these Data Processing Terms.
Part C, Annex I – competent supervisory authority	“UK ICO” shall be included where a competent supervisory authority is required to be specified	N/A
Annex II – technical and organisational measures	As set out in paragraph 6.2.1 of these Data Processing Terms.	N/A
Annex III – list of sub-processors	Populated with the details of Annex 2 of these Data Processing Terms.	N/A

2. Where the Swiss Federal Act on Data Protection of June 19, 1992, as amended or replaced (“**Swiss FADP**”) applies, the EEA SCCs above will apply as follows:

- (a) the Swiss Data Protection and Information Commissioner is the exclusive supervisory authority;
- (b) the term “member state” must not be interpreted in such a way as to exclude data subjects of Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 of the EEA SCCs; and
- (c) references to the GDPR in the EEA SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

Annex 4

Compliance with UK Data Protection Law

Where Standard Contractual Clauses are agreed as required by the Parties for a Restricted Transfer involving any Client Personal Data or Agency-Controlled Personal Data that is subject to the UK Data Protection Law, the EEA SCCs found in Annex 3 to these Data Processing Terms are incorporated, as amended by the Information Commissioner's Office International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (the "IDTA"), which is hereby incorporated into these Data Processing Terms as the Transfer Mechanism for any Restricted Transfers of Client Personal Data from the United Kingdom to a Non-Adequate Recipient, as populated by the Addendum to this Annex 4.

For the purpose of these Data Processing Terms "UK Data Protection Law" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Addendum to Annex 4

Part 1: Tables

Table 1: Parties and signatures

Table 1 is populated as follows:

- The details of the Exporter and the Importer are populated with the relevant details of the Client and the Agency (as appropriate for the transfer) as found in the Agreement.
- The Key Contact for the Agency is the UK & Ireland Data Protection Officer, contactable at UKIDPO@dentsu.com. The Key Contact for the Client is populated with the details of the signatory to the Agreement.
- The signatures to the Agreement to which these Data Processing Terms attach constitute the signatures confirming each Party agreeing to be bound by the IDTA.

Table 2: Selected SCCs, Modules and Selected Clauses

Table 2 is populated as follows:

- The Approved EU SCCs, including the Appendix Information, and with only the following modules, clauses or operational provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum.
- The modules and operational clauses in table 2 are populated with the relevant details of Annex 3 of these Data Processing Terms.
- For the purposes of Option 4, Personal Data received from the importer may be combined with Personal Data collected by the exporter.

Table 3: Appendix Information

Table 3 is populated as follows:

- The list of parties is populated with the details of the Parties found in the Agreement.
- A description of the transfer is populated with the details of these Data Processing Terms and of Annex 1 and 2 of these Data Processing Terms.
- The technical and organisational measures is populated with the details of paragraph 2 of these Data Processing Terms.
- The list of Sub-Processors is populated with the details of Annex 2 of these Data Processing Terms.

Table 4: Ending this Addendum when the Approved Addendum Changes

Shall be populated so that neither Party may end this Addendum per Section 19 of the IDTA.