

SKILLCORNER SCCS ADDENDUM

1. GENERAL

- 1.1 All capitalised terms below shall have the meaning given to them in the Agreement, where the context permits. In the event of any conflict or contradiction between this SCCs Addendum and the Agreement, the terms of this SCCs Addendum shall prevail.
- 1.2 Part 1 (EU SCCs) of the SCCs Addendum applies between the Parties, and the Parties agree to the terms of Part 1 (EU SCCs) of the SCCs Addendum, where:
- 1.2.1 SkillCorner is subject to the EU GDPR for the given processing of Player Personal Data that is being transferred, and SkillCorner is agreeing to send Player Personal Data, or make it accessible, to the Partner which is located in a country or territory outside the European Economic Area; and
- 1.2.2 the Partner is not located in a third country or territory that is covered by an adequacy decision made by the European Commission.
- 1.3 Part 2 (UK SCCs) of the SCCs Addendum applies between the Parties, and the Parties agree to the terms of Part 2 (UK SCCs) of the SCCs Addendum, where:
- 1.3.1 SkillCorner is subject to the UK GDPR for the given processing of Player Personal Data that is being transferred, and SkillCorner is agreeing to send Player Personal Data, or make it accessible, to the Partner which is located in a country or territory outside the UK; and
- 1.3.2 the Partner is not located in a third country or territory that is covered by an adequacy decision made by the Information Commissioner's Office.
- 1.4 If any Authorised Third Parties or Additional Users are accessing the Services on the Partner's behalf, the Partner shall ensure that it enters into any data protection terms with such Authorised Third Parties or Additional Users (to the extent that such terms are required under Data Protection Laws).

2. EU SCCS

- 2.1 The Parties hereby agree to the terms in the Annex to the 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 (Text with EEA relevance), C/2021/3972 ("EU SCCs"), incorporating the terms of Module One (controller to controller) of the EU SCCs, accessible here: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.
- 2.2 The details of the data transfer are set out below and shall be deemed incorporated as Annex I of the EU SCCs, and the details of the technical and organisational measures shall be deemed incorporated as Annex II of the EU SCCs.

2.3 General

Clause 7 (Docking Clause)	This optional clause shall be incorporated in the Agreement.
Clause 11 (Redress)	The optional language in this clause shall be incorporated in the Agreement.
Clause 17 (Governing law)	Laws of France
Clause 18 (Choice of forum and jurisdiction)	Courts of France

2.4 List of Parties

Data exporter	
Name and Address:	SAS Skillcorner of 2 rue des Quatre-Fils, 75003 Paris
Contact person's name, position and contact details:	SkillCorner Lead
Activities relevant to the data transferred under the EU SCCs:	The Services provided by SkillCorner to the Partner pursuant to the Agreement.
Role:	Controller

Data importer	
Name and Address:	Partner
Contact person's name, position and contact details:	Partner Lead
Activities relevant to the data transferred under the EU SCCs:	The Services provided by SkillCorner to the Partner pursuant to the Agreement.
Role:	Controller

2.5 Description of Transfer

Categories of data subjects whose Personal Data is transferred:	Professional football players.
Categories of Personal Data transferred:	• Name • Age • Position • Club • Physical metrics including: ◦ Distance in Speed Zones (Total Distance, Run Distance, High Speed Run Distance, Sprint Distance, Meters per Minute) ◦ Speed Events (Number of High Speed Runs, Number of Sprints, Peak Sprint Velocity) ◦ Acceleration & Deceleration (Number of Accelerations, Number of Decelerations)
Sensitive data transferred:	N/A
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Personal Data is transferred on a continuous basis.
Nature of the processing:	As described in the Agreement.
Purpose(s) of the data transfer and further processing:	To facilitate the General Processing Activities.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:	The categories of Personal Data are retained for as long as necessary, taking into account the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of the Personal Data, the purposes for processing the Personal Data (and whether those purposes can be achieved through other means), and the applicable legal requirements.
For transfers to (sub-) processors, subject matter, nature and duration of the processing:	N/A

2.6 Competent supervisory authority

Identify the competent supervisory authority/ies:	Commission nationale de l'informatique et des libertés (or the "CNIL").
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2.7 Technical and organisational measures

Description of the technical and organisational measures implemented by the data importer(s) (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
The technical and organisational measures implemented by the Partner, as outlined in the Agreement or as notified by the Partner to SkillCorner from time to time.

3. **UK SCCS ADDENDUM**

- 3.1 The Parties hereby agree to the terms in the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("**UK SCCs Addendum**"), accessible here: [addendum-international-data-transfer.docx](#) (live.com).
- 3.2 For Tables 1, 2 and 3 within the UK SCCs Addendum, Part 1 (EU SCCs) of this SCCs Addendum sets out the required information (and references to the "Commission nationale de l'informatique et des libertés" shall be replaced with the "UK Information Commissioner's Office" here).
- 3.3 For the purposes of Table 4 of the UK SCCs Addendum, SkillCorner may end the UK SCCs Addendum.