

DATA PROCESSING ADDENDUM

1 APPLICATION OF THIS ADDENDUM

1.1 This Data Processing Addendum, including its Schedules (**Addendum**) applies if the Processing (as defined below) of Customer Data (as defined in our Terms of Use at <https://www.spokephone.com/terms/> (**Terms**)) is governed by the GDPR or UK GDPR (as defined below).

1.2 If this Addendum applies, this Addendum forms part of the Terms between us and you (as defined in the Terms) and sets out the parties' agreement in relation to the processing of Customer Data in accordance with the requirements of the data protection laws and regulations of the Applicable In-scope Data Protection Laws (as defined below).

1.3 If you are contracting with our New Zealand entity Spoke Network Limited, as at the date of publication of this Addendum 24th September 2025, New Zealand has been determined to provide adequate protection for the purposes of Article 45 of the GDPR and the UK GDPR, and therefore neither Standard Contractual Clauses nor the UK IDTA are necessary for data to be transferred to Spoke Network Limited.

1.4 If:

a the Processing of Customer Data is governed by the GDPR; and

b you are contracting with:

i our US entity, Spoke Network Inc.; or

ii our New Zealand entity, Spoke Network Limited, and the European Commission revokes its adequacy decision relating to New Zealand,

then:

c please complete the necessary details, countersign the Standard Contractual Clauses Annex information in Schedule 6, and return a countersigned copy to us at privacy@spokephone.com; and

d once countersigned and returned to us, the terms of the Standard Contractual Clauses, construed as set out in Schedule 4, are deemed to apply in their entirety, and your signature to Schedule 6 will be deemed to be signatures to the Standard Contractual Clauses.

- 1.5 If:
- a the Processing of Customer Data is governed by the UK GDPR; and
 - b Provider is:
 - i Spoke Network Inc., or
 - ii Spoke Network Limited and the Government of the United Kingdom revokes its adequacy decision relating to New Zealand,
- then:
- c please complete the necessary details, countersign the Standard Contractual Clauses Annex information in Schedule 6, and return a countersigned copy to us at privacy@spokephone.com; and
 - d once countersigned and returned to us, the terms of the Standard Contractual Clauses, construed as set out in Schedule 4, together with the UK IDTA, construed as set out in Schedule 5, are deemed to apply in their entirety, and your signature to Schedule 6 will be deemed to be signatures to the Standard Contractual Clauses.

2 INTERPRETATION

- 2.1 Unless the context requires otherwise:
- a capitalized terms used, but not defined, in this Addendum will have the meanings given to them in Applicable In-Scope Data Protection Laws (or, if not defined in Applicable In-Scope Data Protection Laws, the Terms);
 - b the rules of interpretation set out in the Terms apply to this Addendum;
 - c references to *clauses* are references to the clauses in this Addendum; and
 - d references to *schedules* are references to the Schedules to this Addendum.

- 2.2 In this Addendum:

Applicable In-Scope Data Protection Laws means all applicable data protection or privacy laws of the United States, Canada, the European Union (and its member countries), the United Kingdom, Australia and New Zealand, including, if applicable, EU/UK Data Protection Laws and the CCPA

CCPA means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et seq., and its implementing regulations

Data Controller means:

- a a data controller as defined in the GDPR and UK GDPR;
- b a business as defined in the CCPA; and
- c the equivalent under other Applicable In-scope Data Protection Laws

Data Processor means:

- a a data processor as defined in the GDPR and UK GDPR;
- b a service provider as defined in the CCPA; and
- c the equivalent under other Applicable In-scope Data Protection Laws

Data Subject means the individual to whom the Personal Data relates

EU/UK Data Protection Laws means all laws and regulations, including laws and regulations of the European Union, its member states and the United Kingdom, that apply to the Processing of Customer Data under the Terms, including (where applicable) the GDPR and the UK GDPR

GDPR means the European Union General Data Protection Regulation 2016/679

Instruction means the instructions set out in clause 3.3 or agreed under clause 3.4

Personal Data means all Customer Data which is personal data, personally identifiable information or personal information under Applicable In-Scope Data Protection Laws (as applicable under those laws)

Processing means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. *Process* has a consistent meaning

Standard Contractual Clauses means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, as updated from time to time

Sub-Processor means any person appointed by us or on our behalf to Process Personal Data on your behalf in connection with the Terms

UK GDPR means the European Union General Data Protection Regulation 2016/679 as retained in the laws of the United Kingdom and as supplemented by the terms in the United Kingdom Data Protection Act 2018

UK IDTA means the *International Data Transfer Addendum to the EU Commission Standard Contractual Clauses* issued by the United Kingdom's Information Commissioner's Office, version B1.0, in force as of 21 March 2022, as may be revised in accordance with Section 18 of the Mandatory Clauses of that addendum.

- 2.3 If there is any conflict between any of the following, they will have precedence in the descending order of priority set out below:
- a the Standard Contractual Clauses and the UK IDTA construed as set out in Schedules 4 and 5 (respectively);
 - b this Addendum; and
 - c the Terms.

3 PROCESSING OF PERSONAL DATA

- 3.1 With respect to the Processing of Personal Data under the Terms:
- a you act as the Data Controller (although it is acknowledged that, as between you and our customers (where applicable), you may be the Data Processor and your customers may be the Data Controller);
 - b we act as the Data Processor; and
 - c subject to clause 6, we may engage the Sub-Processors listed in Schedule 2.
- 3.2 We will comply with all Applicable In-Scope Data Protection Laws that apply to our Processing of Personal Data on your behalf and (where applicable) on behalf of your customers, including all Applicable In-Scope Data Protection Laws that apply to Data Processors.
- 3.3 You must, and must ensure that (where applicable) your customers, when using the Service, comply with all Applicable In-Scope Data Protection Laws that apply to your or your customers' Processing of Personal Data, including all EU/UK Data Protection Laws that apply to Data Controllers.
- 3.4 You instruct us to Process Personal Data and in particular, subject to clause 6, transfer Personal Data to any country or territory:
- a as reasonably necessary to provide the Service in accordance with the Terms;
 - b as initiated through the use of the Service by:
 - i you, your personnel and other end users you allow to use the Service; or

- ii (where applicable) your customers, your customers' personnel and other end users your customers allow to use the Service; and
 - c to comply with any further instruction from you (including by email or through our support channels) that is consistent with the Terms and this Addendum.
- 3.5 This Addendum and the Terms are your complete and final instructions for the Processing of Personal Data as at the time this Addendum takes effect. Any additional or alternate instructions must be agreed between us and you separately in writing.
- 3.6 We will not Process Personal Data other than on your Instructions unless required by any law to which we are subject, in which case we will to the extent permitted by applicable law inform you of that legal requirement before we Process that Personal Data.
- 3.7 As required by Article 28(3) of the GDPR and UK GDPR, if applicable, and equivalent requirements of other Applicable In-Scope Data Protection Laws, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this Addendum are set out in Schedule 1. We may amend Schedule 1 from time to time on written notice to you as we reasonably consider necessary to meet the requirements of Applicable In-Scope Data Protection Laws (including, if applicable, the GDPR and the UK GDPR).
- 3.8 The duration of Processing is limited to the duration of the Terms. Our obligations in relation to Processing will continue until the Personal Data has been properly deleted or returned to you in accordance with clause 11 of this Addendum.
- 3.9 You are solely responsible for ensuring that your Instructions comply with Applicable In-Scope Data Protection Laws. It is also your responsibility to enter into, and (where applicable) ensure that your customers' enter into, data processing agreements with other relevant Data Controllers in order to allow us and our Sub-Processors to Process Personal Data in accordance with this Addendum.
- 3.10 If, in our reasonable opinion, an Instruction infringes Applicable In-Scope Data Protection Laws, we will notify you as soon as reasonably practicable.

4 DATA SUBJECT REQUESTS

- 4.1 To the extent permitted by law, we will notify you promptly if we receive a request from a Data Subject to exercise the Data Subject's rights under Applicable In-Scope Data Protection Laws relating to any Personal Data (**Data Subject Request**).
- 4.2 Taking into account the nature of the Processing, we will implement appropriate technical and organizational measures, to the extent possible, to assist you and (where applicable) your customers to fulfil your and their obligations to respond to a Data Subject Request under Applicable In-Scope Data Protection Laws.

- 4.3 To the extent you or (where applicable) your customers do not have the ability to address a Data Subject Request, we will, on your written request, provide reasonable assistance in accordance with Applicable In-Scope Data Protection Laws to facilitate that Data Subject Request. You will reimburse us for the costs arising from this assistance.
- 4.4 We will not respond to a Data Subject Request except on your written request or if required by applicable law.

5 OUR PERSONNEL

- 5.1 We will:
- a take reasonable steps to ensure the reliability of any of our personnel engaged in the Processing of Personal Data;
 - b ensure that access to Personal Data is limited to our personnel who require that access as strictly necessary for the purposes of exercising our rights and performing our obligations under the Terms;
 - c ensure that our personnel engaged in Processing Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
 - d ensure that our personnel engaged in Processing Personal Data are informed of the confidential nature of the Personal Data and receive appropriate training on their responsibilities.
- 5.2 We have appointed a data protection officer who can be contacted at privacy@spokephone.com

6 SUB-PROCESSORS

- 6.1 You acknowledge and agree that we may engage third party Sub-Processors, and such Sub-Processors may engage sub-sub-processors (**Sub-Sub-Processors**), in connection with the provision of the Service.
- 6.2 We have entered into (and will, for any new Sub-Processor, enter into) written agreements with each Sub-Processor:
- a containing data protection obligations which offer at least the same level of protection for Personal Data as set out in this Addendum and that meet the requirements of Article 28(3) of the GDPR and the UK GDPR (if applicable) and equivalent requirements of other Applicable In-scope Data Protection Laws, as applicable to the nature of the services provided by that Sub-Processor; and
 - b requiring the Sub-Processor to enter into written agreements with each Sub-Sub-Processor containing data protection obligations which offer at least the same level of protection for

Personal Data as set out in this Addendum and that meet the requirements of Applicable In-Scope Data Protection Laws.

- 6.3 You may request copies of our written agreements with Sub-Processors (which may be redacted to remove confidential information not relevant to this Addendum).
- 6.4 A list of current Sub-Processors for the Services as at 24 September 2025 is set out in Schedule 2. We may update the list of Sub-Processors from time to time and, subject to clause 6.5, we will give at least 30 days' written notice of any new Sub-Processor (**Change Notice**).
- 6.5 We may engage Sub-Processors as needed to serve as an Emergency Replacement to maintain and support the Services. *Emergency Replacement* means a sudden replacement of a Sub-Processor where a change is outside our reasonable control. In this case, we will inform you of the replacement Sub-Processor as soon as reasonably practicable.
- 6.6 You may object to any new Sub-Processor on reasonable grounds by notifying us within 10 days of receipt of a Change Notice. Your notice of objection to any new Sub-Processor must explain the reasonable grounds for your objection. The parties must discuss your concerns about the new Sub-Processor in good faith with a view to resolve the objection to the use of the new Sub-Processor in a commercially reasonable manner. If it is not possible to resolve the objection, and we do not revoke the Change Notice before the date the Change Notice takes effect, you may, despite anything to the contrary in the Terms, terminate the applicable Service under the Terms that cannot be provided to you without that new Sub-Processor. If you do not terminate the relevant Service under the Terms in accordance with this clause, you are deemed to have agreed to the new Sub-Processor.
- 6.7 A list of each Sub-Processor's Sub-Sub-Processors is available on the Sub-Processor's website, as updated by the Sub-Processor from time to time. The current webpage for each Sub-Processor's list of Sub-Sub-Processors as at 24 September 2025 is set out in Schedule 2.
- 6.8 We are liable for the acts and omissions of our Sub-Processors to the same extent we would be liable if performing the services of each Sub-Processor directly under the terms of this Addendum, except as otherwise set out in this Addendum.

7 SECURITY

We will maintain technical and organizational measures to protect the confidentiality, integrity and security of Personal Data (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), and to manage data security incidents affecting Personal Data, in accordance with Applicable In-Scope Data Protection Laws and Schedule 3.

8 SECURITY BREACH MANAGEMENT

8.1 We will comply with all applicable laws requiring notification to you of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by us or our Sub-Processors of which we become aware (**Breach Incident**).

8.2 We will:

- a make reasonable efforts to identify the cause of that Breach Incident;
- b notify you within a timely manner to allow you to meet your obligations to report a Breach Incident;
- c cooperate with you in good faith and provide any assistance reasonably necessary for you and (where applicable) your customers to comply with your and their obligations under Applicable In-scope Data Protection Laws with respect to a Breach Incident, including any obligations you and (where applicable) your customers have under Applicable In-scope Data Protection Laws to report, notify or investigate a Breach Incident; and
- d take steps we consider necessary and reasonable to remediate the cause of the Breach Incident, to the extent remediation is within our reasonable control.

9 AUDIT AND COMPLIANCE

Upon your written request, we will, at your cost, submit to your or (where applicable) your customers' audits and inspections, and provide you or (where applicable) your customers all information necessary, to demonstrate that you, your customers (where applicable) and we are complying with such respective obligations under Applicable In-Scope Data Protection Laws (including our respective obligations under Article 28 of the GDPR and UK GDPR).

10 DATA PROTECTION IMPACT ASSESSMENT

Upon your written request, we will, at your cost, provide you or (where applicable) your customers with reasonable assistance needed to fulfil your or (where applicable) your customers' obligation under Applicable In-Scope Data Protection Laws to carry out a data protection impact assessment relating to your or (where applicable) your customers' use of the Service, to the extent you or (where applicable) your customers do not otherwise have access to the relevant information.

11 RETURN AND DELETION OF PERSONAL DATA

11.1 Subject to clauses 11.2 and 11.3, following termination of the Terms we will delete all Personal Data within a reasonable period from termination of the Terms.

- 11.2 Subject to clause 11.3, you may submit a written request to us within 10 working days of the termination of the Terms requiring us, within 20 working days of your written request, to:
- a return a complete copy of all Personal Data by secure file transfer in a common format; and
 - b delete all other copies of Personal Data Processed by us or any Sub-Processor.
- 11.3 We, or each Sub-Processor, may retain Personal Data to the extent that it is required by applicable laws, provided that we ensure the confidentiality of all such Personal Data and ensure that such Data is only processed as necessary for the purposes required under applicable laws requiring its Processing and for no other purpose.
- 11.4 If we cannot delete all Personal Data due to technical reasons, we will inform you as soon as reasonably practicable and will take reasonably necessary steps to:
- a come as close as possible to a complete and permanent deletion of the Personal Data;
 - b fully and effectively anonymize the remaining data; and
 - c make the remaining Personal Data which is not deleted or effectively anonymized unavailable for future Processing.

12 CHANGES IN DATA PROTECTION LAWS

- 12.1 We may on at least 30 days' written notice to you from time to time, make any variations to this Addendum (including to the construction of the Standard Contractual Clauses set out in Schedule 4 and/or the construction of the UK IDTA set out in Schedule 5, if applicable), which we consider (acting reasonably) are required as a result of any change in, or decision of a competent authority under, Applicable In-Scope Data Protection Laws, to allow transfers and Processing of Personal Data to continue without breach of Applicable In-Scope Data Protection Laws.
- 12.2 If you object to any variation under clause 12.1 on reasonable grounds, you may, despite anything to the contrary in the Terms, terminate these Terms and your right to access and use the Service without penalty on written notice, provided your notice of termination is received by us before the effective date of our notice. If you do not terminate these Terms and your right to access and use the Service in accordance with this clause, you are deemed to have agreed to the variation.

13 LIMITATION OF LIABILITY

The liability of each party to the other party under or in connection with this Addendum is subject to the limitations and exclusions set out in the Terms, and any reference in the Terms to the liability of a party means the aggregate liability of that party under the Terms and this Addendum together.

14 GENERAL

If any provision of this Addendum is, or becomes unenforceable, illegal or invalid for any reason, the relevant provision is deemed to be varied to the extent necessary to remedy the unenforceability, illegality or invalidity. If variation is not possible, the provision must be treated as severed from this Addendum without affecting any other provisions of this Addendum.

SCHEDULE 1

DETAILS OF PROCESSING

Nature and Purpose of Processing

We will Process Personal Data as necessary to provide the Services in accordance with the Terms, as further specified in our online documentation relating to the Services, and as further instructed through the use of the Services by you and your personnel and other end users you allow to use the Services, and (where applicable) your customers, your customers' personnel and other end users your customers allow to use the Services.

Duration of Processing

Subject to clause 11 of this Addendum, we will Process Personal Data for the duration of the Terms, unless otherwise agreed upon in writing.

Categories of Data Subjects

You, your personnel and other end users you allow to use the Services, and (where applicable) your customers, your customers' personnel and other end users your customers allow to use the Services may submit Personal Data to the Services, or use the Services to collect Personal Data, the extent of which is determined and controlled by you and (where applicable) you customers in your and their sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- ▲ users of the Services – employees and natural person users of the Services as authorized by you
- ▲ any natural person that is a recipient of an outbound call from a user of the Services
- ▲ any natural person that makes an inbound call to a user of the Services.

Type of Data

You, your personnel and other end users you allow to use the Services, and (where applicable) your customers, your customers' personnel and other end users your customers allow to use the Services may submit Personal Data to the Service, or use the Services to collect Personal Data, the extent of which is determined and controlled by you and (where applicable) you customers in your and their sole discretion, and which may include, but is not limited to, the following categories of personal data:

- ▲ names
- ▲ contact information (phone numbers, company details, email, physical addresses)
- ▲ call history logs

- ▲ any identifying content recorded in voicemails
- ▲ any identifying content captured in audio recordings of phone calls and any transcriptions of those phone calls
- ▲ any identifying content contained in any images or text uploaded in the Services
- ▲ customer contact records and other customer or business information provided by you and (where applicable) your customers
- ▲ any other information that you, your users, your customers or your customers' users decide to capture about data subjects through the use of the Services.

Where you or (where applicable) your customers provide services in the health sector, the Personal Data submitted to or collected in the course of the provision of the Services may include health related data.

SCHEDULE 2

LIST OF SUB-PROCESSORS AS AT 24 September 2025

As set out at <https://spokephone.com/terms/spoke-sub-processors/>

SCHEDULE 3

TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

As described at <https://spokephone.com/security>.

SCHEDULE 4

CONSTRUCTION OF EU STANDARD CONTRACTUAL CLAUSES

- 1 In this Schedule, references to:
 - a **data importer** means us;
 - b **data exporter** means you;
 - c a **Clause** means a clause in the Standard Contractual Clauses, unless otherwise specified; and
 - d **Restricted Transfer** means a transfer of Personal Data to a recipient located outside the EEA in a country that is not recognized by the European Commission, for the purposes of EU Data Protection Laws, as a country that has an adequate level of data protection.

- 2 The Standard Contractual Clauses are construed as follows:
 - a All footnotes and explanatory comments are deleted.
 - b Where the Restricted Transfer is:
 - i Controller to Processor, only the Module 2 provisions apply to the transfer; and
 - ii Processor to Processor, only the Module 3 provisions apply to the transfer.
 - c Clause 7 (Docking Clause) does not apply.
 - d The instructions to the data exporter are construed by reference to clause 3.4 of this Addendum and (where applicable) constitute the instructions of the relevant Controller(s).
 - e Clause 8.5 (Duration of processing and erasure of data) is construed by reference to clause 11 of this Addendum.
 - f For Clause 9 (Sub-Processors) Option 2: General Written Authorization applies, and the data importer will specifically give the data exporter notice as set out in clause 6.4 of this Addendum to give the data exporter sufficient time to be able to object to such change prior to the engagement of the new Sub-processor.
 - g In Clause 11 (Redress), the optional provision at Clause 11(a) does not apply.

- h In Clause 13 (Supervision), the following wording applies at Clause 13(a):
 - a *Where the data exporter:*
 - i *is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex IC, shall act as competent supervisory authority;*
 - ii *is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex IC, shall act as competent supervisory authority; or*
 - iii *is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, as indicated in Annex IC, shall act as competent supervisory authority.*
 - i In Clause 17 (Governing law), Option 1 applies, and the governing law is the law of the Republic of Ireland.
 - j In Clause 18 (Choice of forum and jurisdiction), disputes arising from the Clauses will be resolved by the courts of the Republic of Ireland.
- 3 Annex I of the Standard Contractual Clauses is completed with the information in Schedule 6.
- 4 Annex II of the Standard Contractual Clauses is completed with the information in Schedule 3.
- 5 Annex III of the Standard Contractual Clauses is completed with the information in Schedule 2.

SCHEDULE 5

CONSTRUCTION OF UK IDTA

- 1 In this Schedule, references to:
 - a **data importer** means us; and
 - b **data exporter** means you.

- 2 The UK IDTA is construed as follows:
 - a In Table 1:
 - i the parties' details will be as set out in Schedule 6; and
 - ii the key contacts will be as set out in Schedule 6.

 - b In Table 2, the Approved EU SCCs will be the Standard Contractual Clauses construed as set out in Schedule 4.

 - c In Table 3:
 - i Annexes 1A and 1B will be as set out in Schedule 6;
 - ii Annex II will be as set out in Schedule 3; and
 - iii Annex III will be as set out in Schedule 2.

 - d In Table 4, the data importer and the data exporter may end the UK IDTA as set out in Section 19 of the UK IDTA.

 - e The Mandatory Clauses will be 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.

SCHEDULE 6

EU STANDARD CONTRACTUAL CLAUSES ANNEX INFORMATION

INTRODUCTION

Part 1 of this Schedule applies to Controller to Processor transfers of Personal Data.

Part 2 of this Schedule applies to Processor to Processor transfers of Personal Data.

PART 1: CONTROLLER TO PROCESSOR TRANSFERS

A LIST OF PARTIES

Data exporter(s):

Customer to complete the details below

Name: _____.

Address: _____

Contact person's name, position and contact details: _____

Activities relevant to the data transferred under these Clauses: _____

Signature and date: _____ / / _____

Role (controller/processor): Controller.

And

Data importer(s):

Name: If the Customer is domiciled in the United States, Spoke Network Inc., a Delaware corporation.

If the Customer is domiciled in any other country other than the United States, Spoke Network Limited, a New Zealand company, company number 6033517.

Address: C/- Spoke Network Limited, 237C Tamaki Drive, Kohimarama, Auckland 1071, New Zealand

Contact person's name and position: Jason Kerr

E-mail: privacy@spokephone.com

Activities relevant to the data transferred under these Clauses: To provide the Services.

Signature and date:



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Role (controller/processor): Processor.

B DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

As set out in Schedule 1.

Categories of personal data transferred

As set out in Schedule 1.

Sensitive data transferred

As set out in Schedule 1.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous.

Nature of the processing

As set out in Schedule 1.

Purpose(s) of the data transfer and further processing

As set out in clause 3.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As set out in clause 11.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As set out in clause 6.

C COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The Data Protection Commission of Ireland.

PART 2: PROCESSOR TO PROCESSOR TRANSFERS

A LIST OF PARTIES

Data exporter(s):

Name: As per the customer details in Part 1 of this Schedule.

Address: As per the customer details in Part 1 of this Schedule.

Contact person's name, position and contact details: As per the data exporter details in Part 1 of this Schedule.

Activities relevant to the data transferred under these Clauses: To provide the Services, or Services that are dependent on or incorporate the Services, to your customers.

Signature and date: See the signatures to Part 1 of this Schedule.

Role (controller/processor): Processor.

And

Data importer(s):

Name: As per the data importer details in Part 1 of this Schedule.

Address: As per the data importer details in Part 1 of this Schedule.

Contact person's name, position and contact details: As per the details for the data importer's contact person set out in Part 1 of this Schedule.

Activities relevant to the data transferred under these Clauses: As set out in Part 1 of this Schedule.

Signature and date: See the signatures to Part 1 of this Schedule.

Role (controller/processor): Processor

B DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

As set out in Schedule 1.

Categories of personal data transferred

As set out in Schedule 1.

Sensitive data transferred (if applicable) and applied restrictions or safeguards

As set out in Schedule 1.

Frequency of the transfer

Continuous.

Nature of the processing

As set out in Schedule 1.

Purpose of the data transfer and further processing

As set out in clause 3 of this Addendum.

Period for which the personal data will be retained, or the criteria used to determine that period

As set out in clause 11 of this Addendum.

Subject matter, nature and duration of the processing for transfers to (sub-) processors

As set out in clause 6 of this Addendum.

C COMPETENT SUPERVISORY AUTHORITY

Competent supervisory authority in accordance with Clause 13

The Republic of Ireland.