DATA PROTECTION ADDENDUM

1. **Definitions**

1.1 In this DPA, the following terms have the meanings set out below:

1.1.1 **"Applicable Data Protection Laws"** means (a) UK, European Union or Member State laws with respect to any Client Personal Data in respect of which Client or any Client affiliate is a Controller under EU Data Protection Laws and the UK Data Protection Laws; and (b) any other applicable law with respect to any Client Personal Data in respect of which Client or any Client affiliate is a Controller (or its equivalent) under any other Data Protection Laws;

1.1.2 **"Contracted Processor"** means ISTARI or ISTARI affiliate and/or a Subprocessor, as the context requires;

1.1.3 "**Controller to Processor SCCs"** means the Module 2 of the EU Standard Contractual Clauses set out in 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, and in relation to UK Restricted Transfers, deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA, and as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;

1.1.4 "**Client**" means the name of the client as detailed in the Terms;

1.1.5 **"Client Personal Data"** means any Personal Data Processed by any Contracted Processor pursuant to or in connection with the Terms and irrespective of whether the Contracted Processor is acting as Controller or Processor in relation to such Processing;

1.1.6 **"Data Protection Laws"** means the European Data Protection Laws, UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country, including but not limited to the Singapore Personal Data Protection Act 2012;

1.1.7 **"Delete"** means the removal or obliteration of Personal Data such that it cannot be recovered or reconstructed;

1.1.8 **"EU Restricted Transfer"** means either: (i) a transfer of Client Personal Data by Client or any Client affiliate to a Contracted Processor; or (ii) an onward transfer of Client Personal Data from ISTARI to a Subprocessor, in each case, where such transfer would be prohibited by European Data Protection Laws in the absence of the protection for the transferred Personal Data provided by the EU Standard Contractual Clauses or any other mechanism permitted under Applicable Laws;

1.1.9 **"European Data Protection Laws"** means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (**"GDPR"**); and laws implementing or supplementing the GDPR;

1.1.10 **"EU Standard Contractual Clauses"** means the standard contractual clauses set out in 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, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;

1.1.11 **"Member State"** means a member state of the EU;

1.1.12 **"Relevant Date"** means the date falling on the earlier of (i) the cessation of Processing of Client Personal Data by any Contracted Processor; or (ii) termination of the Terms;

1.1.13   **"Restricted Transfer"** means an EU Restricted Transfer and/or a UK Restricted Transfer as the context dictates;

1.1.14   **"Services"** means the services supplied by ISTARI and/or ISTARI affiliates to Client and/or Client affiliates pursuant to the Terms;

1.1.15   **"Standard Contractual Clauses"** means (i) the EU Standard Contractual Clauses or the UK Standard Contractual Clauses (as applicable), as updated, amended, replaced or superseded from time to time by the European Commission or by the UK Supervisory Authority, as applicable; or (ii) where required from time to time by a Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such regulatory authority or Applicable Laws;

1.1.16   **"Subprocessor"** means any Processor (including any third party and any ISTARI affiliate, but excluding an employee of ISTARI or an employee of any of its sub-contractors) appointed by or on behalf of ISTARI or any ISTARI affiliate to Process Client Personal Data;

1.1.17   **"Supervisory Authority"** means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws such as the Information Commissioner's Office in the United Kingdom;

1.1.18   **"Terms"** means ISTARI's Client Engagement Letter or such other agreement under which ISTARI may agree to provide services to the client;

1.1.19   **"UK Data Protection Laws"** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"), together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and other data protection or privacy legislation in force from time to time in the United Kingdom;

1.1.20   **"UK Restricted Transfer"** means either: (i) a transfer of Personal Data by Client or any Client affiliate ("**Transferor**") to ISTARI or any ISTARI affiliate ("**Transferee**"); or (ii) an onward transfer from ISTARI to a Subprocessor (also a "**Transferee**"), in each case, where such transfer would be prohibited by UK Data Protection Laws in the absence of the protection for the transferred Personal Data provided by the UK Standard Contractual Clauses or any other mechanism permitted under UK Data Protection Laws; and

1.1.21   **"UK Standard Contractual Clauses"** means the EU Standard Contractual Clauses as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner ("**UK IDTA**"), as amended or replaced from time to time, pursuant to Article 46 of the UK GDPR.

1.2   The terms **"Controller"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing"**, **"Processor"** and **"Special Categories of Personal Data"** have the same meaning as in Data Protection Laws (or where not defined in applicable Data Protection Laws, have the meaning as in the GDPR). Other words and expressions defined in the Terms apply as if defined in this DPA.

2.   Obligations on ISTARI when Processing Client Personal Data as a Processor

2.1   In respect of the provision of the services under the Terms, ISTARI and each ISTARI affiliate will:

2.1.1   not Process Client Personal Data other than on Client or the relevant Client affiliate's documented instructions unless Processing is required by UK, EU or Member State law to which the relevant Contracted Processor is subject, in which case ISTARI or the relevant ISTARI Affiliate must inform Client or the relevant Client affiliate of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest;

2.1.2   inform Client or relevant Client affiliate if, in ISTARI or the relevant ISTARI affiliate's reasonable opinion, instructions given by the controller infringe Data Protection Laws;

2.1.3   ensure that persons authorised to process the Client Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

2.1.4   promptly notify Client or the relevant Client affiliate if it receives a request from a Data Subject under any Data Protection Laws in respect of Client Personal Data, and provide reasonable co-operation and support to Client or the relevant Client affiliate to comply with any request from a Data Subject under any Data Protection Laws;

2.1.5   provide reasonable assistance to the Client or the relevant Client affiliate in fulfilling its obligations to respond to Data Subjects' requests to exercise their rights, taking into account the nature of the processing;

2.1.6   implement the technical and organisational measures specified in Appendix 2 (*Technical and Organisational Measures*); to ensure the security of the Client Personal Data;

2.2   Client instructs ISTARI and each ISTARI affiliate (and authorises ISTARI and each ISTARI affiliate to instruct each Subprocessor) to Process Client Personal Data, including to transfer Client Personal Data to any country which is outside of the UK and/or EEA, subject always to the relevant Contracted Processor(s) complying with the terms of this DPA, as reasonably necessary to provide the Services and consistent with the Terms.

2.3   Appendix 1 to this DPA sets out certain information regarding the Contracted Processors' Processing of the Client Personal Data. ISTARI and each Contracted Processor must Process the Client Personal Data only for the specific purposes of the Processing as set out in Appendix 1, unless it receives further instructions from Client or a relevant Client affiliate and Processing by ISTARI and each Contracted Processor must only take place for the duration specified in Appendix 1. As between the parties, nothing in Appendix 1 (including as amended pursuant to this clause 2.3) confers any right or imposes any obligation on either party.

3.   Subprocessing

3.1   As at the Effective Date, full details of ISTARI's Subprocessors and the Processing undertaken by each Subprocessor are as set out in Appendix 3 to this Schedule 1 (Data Protection Addendum).

3.2   ISTARI and/or any ISTARI affiliate may engage Subprocessors to Process Client Personal Data subject to complying with and fulfilling the following:

3.2.1   including terms in the contract between ISTARI and each Subprocessor that provides for, in substance, the same data protection obligations as those binding the data importer under this DPA; and

3.2.2   remaining fully liable to Client or the relevant Client affiliate for any act or omission of its Subprocessor.

3.3   ISTARI must notify the Client at least thirty (30) days prior to engaging a proposed new Subprocessor and the Client has the right, within such period, to object to the Processing of Client Personal Data by the proposed new Subprocessor on reasonable grounds, in which case ISTARI will seek the Client's approval of a suitable alternative.

4.   Personal Data Breach

4.1   ISTARI must notify Client without undue delay upon ISTARI or any ISTARI affiliate becoming aware of a Personal Data Breach. ISTARI must provide Client with reasonable information to allow Client and each Client affiliate to meet any obligations to assess and report a Personal Data Breach under the Data Protection Laws, which may be provided in stages as it becomes available to ISTARI.

4.2   ISTARI and each ISTARI affiliate must reasonably co-operate with Client and Client affiliates and take such reasonable commercial steps as are directed by Client to assist in the investigation, containment and remediation of each Personal Data Breach.

5.   Deletion or return of Client Personal Data

5.1 Subject to clause 5.2, ISTARI and each ISTARI affiliate must, at the request of the Client: (a) return a copy of all Client Personal Data to Client; and/or (b) Delete and procure the Deletion of all other copies of Client Personal Data Processed by each Contracted Processor.

5.2 Each Contracted Processor may retain Client Personal Data to the extent and for such period as required by EU or Member State law provided that ISTARI must ensure and must procure that each Contracted Processor must ensure (i) the confidentiality of all such Client Personal Data and (ii) that such Client Personal Data is only Processed for the purpose(s) specified in such law.

6. Audit rights

6.1 ISTARI and each ISTARI affiliate must make available to the Client on request all information necessary to demonstrate compliance with the obligations that are set out in this DPA.

6.2 To the extent there is a need to perform an audit of ISTARI's Processing activities covered by this DPA, such audit must be limited to once per annum unless required by a competent supervisory authority. The audit must be conducted by the Client or an independent third-party auditor, during regular business hours, with reasonable advance notice to the relevant ISTARI entity and subject to reasonable confidentiality procedures (including but not limited to the parties entering into a non-disclosure agreement). Neither the Client nor the auditor may have access to any data from the relevant ISTARI entity's other customers or to ISTARI's systems or facilities not involved in providing the services to the Client. Client is responsible for all costs and fees related to such audit.

7. Restricted Transfers

7.1 In respect of any EU Restricted Transfer, Client and each Client affiliate (each as "data exporter") and ISTARI and each Contracted Processor (each as "data importer") with effect from the commencement of the relevant transfer hereby enter into the EU Standard Contractual Clauses in respect of any transfer from Client or any Client afiliate to a Contracted Processor (or onward transfer). The Controller to Processor SCCs apply between Client (or each Client affiliate) and ISTARI (or each ISTARI affiliate) and Module 3 of the EU Standard Contractual Clauses apply between ISTARI and each of ISTARI's Subprocessors, and:

7.1.1 Clause 7 – *Docking clause* of the EU Standard Contractual Clauses does not apply;

7.1.2 Clause 9 – *Use of subprocessors* of the EU Standard Contractual Clauses "Option 1" applies and the "time period" is 30 days;

7.1.3 Clause 11(a) – *Redress* of the EU Standard Contractual Clauses, the optional language does not apply;

7.1.4 Clause 13(a) – *Supervision* of EU Standard Contractual Clauses, the following is inserted: 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 I.C, acts as competent supervisory authority.

7.1.5 Clause 17 – *Governing law* of the EU Standard Contractual Clauses "Option 1" applies and the "Member State" is the Republic of Ireland;

7.1.6 Clause 18 – *Choice of forum and jurisdiction* of the EU Standard Contractual Clauses the Member State is the Republic of Ireland;

7.1.7 Annex 1 of the EU Standard Contractual Clauses ise deemed to be pre-populated with the relevant sections of Appendix 2 to this DPA and the processing operations are deemed to be those described in the Terms;

7.1.8 Annex 2 of the EU Standard Contractual Clauses is deemed to be pre-populated with the relevant sections of Appendix 3 to this DPA; and

7.1.9   Annex 3 of the EU Standard Contractual Clauses is deemed to be pre-populated with the relevant sections of Appendix 4 of this DPA.

7.2   In respect of any UK Restricted Transfer, Client and each Client affiliate (each as "**data exporter**") and ISTARI and each ISTARI affiliate (each as "**data importer**"), hereby enter into the UK Standard Contractual Clauses in respect of any transfer from Client or any Client affiliate to ISTARI or ISTARI affiliate with Module 2 applying between Client (or each Client affiliate) and ISTARI (or each ISTARI affiliate). The parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in the relevant sections of Appendix 2, Appendix 3 (Technical and Organisational Measures) and Appendix 4 (Subprocessors) to this Schedule 1 (Data Protection Addendum) of these Terms and in clause 8.1 above subject to the following:

7.3   Clause 13(a) – Supervision of EU Controller to Processor SCCs, the following is inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, is the UK's Information Commissioner's Office.

7.4   Clause 17 – of the EU Controller to Processor SCCs reads "These Clauses are governed by the laws of England and Wales."

7.5   Clause 18(b) – Choice of forum and jurisdiction of the EU Controller to Processor SCCs the Member State is the courts of England and Wales.

7.6   For the purposes of Table 4 in Part 1 (Tables) of the UK IDTA, the parties select the "neither party" option.

7.7   If, at any time, a Supervisory Authority or a court with competent jurisdiction over a Party mandates that transfers from Controllers in the EEA or the UK to Processors established outside the EEA or the UK must be subject to specific additional safeguards (including but not limited to specific technical and organisational measures), the Parties must work together in good faith to implement such safeguards and ensure that any transfer of Client Personal Data is conducted with the benefit of such additional safeguards.

8.   General Terms

8.1   **Survival.** Any obligation imposed on ISTARI or any ISTARI affiliate under this DPA in relation to the Processing of Client Personal Data survives any termination or expiration of this DPA.

8.2   **Third Party Rights:** A Client affiliate may enforce any term of this DPA which is expressly or implicitly intended to benefit it. A person who is not a party to this DPA otherwise has no right to enforce any term of this DPA, save to the extent set out in the relevant SCCs. The rights of the parties to rescind or vary this DPA are not subject to the consent of any other person (including any Client affiliate).

8.3   **Precedence:** The provisions of this DPA are supplemental to the relevant Terms. In the event of inconsistencies between the provisions of this DPA and the provisions of the relevant Terms the provisions of this DPA prevail.

8.4   **Compliance with Data Protection Laws:** Each party to this DPA must comply with all applicable Data Protection Laws when Processing Client Personal Data.

[NOTE: The Appendices referred to in this Data Processing Addendum are detailed in the Terms].