

Data Processing Addendum

This Data Processing Addendum, including its appendices, forms part of the Installed Software License Agreement between the parties to reflect the parties' agreement with regard to the Processing of Personal Information.

In the course of providing the Software to Customer pursuant to the Agreement, Vendor may Process Personal Information on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Information:

ARTICLE 1 DEFINITIONS

- 1.1 **“Business Purpose”** means the use of Personal Information by Vendor in accordance with the instructions provided by Customer.
- 1.2 **“CCPA”** means the California Consumer Privacy Act of 2018, Cal. Civil. Code § 1798.100 et seq. and its implementing regulations and any amendments thereto.
- 1.3 **“Customer Data”** means any information, materials, or data of Customer provided to Vendor in furtherance of Vendor's provision of the Software.
- 1.4 **“Controller”** means the entity which determines the purposes and means of the Processing of Personal Information.
- 1.5 **“EEA Standard Contractual Clauses”** mean the standard contractual clauses set out in the European Commission Implementing Decision (EU) 2021/914 (https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en) on standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, as amended or replaced from time to time by a competent authority under the relevant Data Protection Law.
- 1.6 **“Data Protection Laws”** means any and all applicable international, national, provincial, federal, state, and local laws and regulations, including as they may be enacted, amended, or replaced from time to time, that relate to or govern Personal Information, the terms of this Addendum, or the Agreement, and/or the provision, performance, or ownership of the Software, and including, but not limited, the following data protection laws and frameworks: (i) the GDPR and the UK GDPR; (ii) The CCPA; and (iii) data protection or privacy laws and regulations of any other jurisdiction.
- 1.7 **“Data Subject”** means the individual or entity to which the Personal Information relates.
- 1.8 **“GDPR”** means the European General Data Protection Regulation and any implementing regulations adopted thereto.
- 1.9 **“Person”** means any individual or entity.
- 1.10 **“Personal Information”** means any information relating to an identified or identifiable natural person, where such information is Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.11 **“Process,” “Processing,” and “Processed”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- 1.12 **“Processor”** means the entity which Processes Personal Information on behalf of the Controller, including as applicable, any “service provider” as that term is defined by the CCPA.
- 1.13 **“Sell,” “Selling,” “Sale,” or “Sold”** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to another business or a third party for monetary or other valuable consideration.
- 1.14 **“Share,” “shared,” or “sharing”** means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged.
- 1.15 **“Standard Contractual Clauses”** means the EEA Standard Contractual Clauses and/or the UK Standard Contractual Clauses, as applicable.
- 1.16 **“Statement of Service”** means the Statement of Service or similar ordering document entered between Customer and Vendor detailing out the provision of Software by Vendor to Customer.
- 1.17 **“Subprocessor”** means any Person (excluding an employee of Vendor) appointed by or on behalf of Vendor to Process Personal Information on behalf of Customer in connection with the Agreement.
- 1.18 **“UK GDPR”** 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, as amended or replaced from time to time.
- 1.19 **“UK Standard Contractual Clauses”** mean the standard contractual clauses (process) set out in Commission Decision 2010/87/EC and the standard contractual clauses (controller) set out in Commission Decisions 2004/915/EC, as amended from time to time, pursuant to Article 46 of the UK GDPR
- 1.20 In this Addendum, references to “includes,” “including,” “including but not limited to,” “including without limitation” and words or phrases of similar import shall be deemed to have the same meaning and the words “include(s)” and “including” shall not be deemed to be terms of limitation but rather be deemed to be followed by the words “without limitation.”

ARTICLE 2 PRIVACY OF PERSONAL INFORMATION

- 2.1 The parties acknowledge and agree that with regard to the Processing of Personal Information, Customer is a Controller or a Processor and Vendor is a Processor or Sub-processor.
- 2.2 Customer shall, in its use of the Software, comply with all requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the Use of Vendor as a Processor. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Information shall comply with Data Protection Laws. Customer shall have the sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Customer has acquired Personal Information. Customer acknowledges and agrees that the use of the Software will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of their Personal Information, to the extent applicable under Data Protection Laws. The Agreement, including this Data Processing Addendum, is Customer’s complete and final instructions as of the Effective Date. Any additional or alternate instructions must be mutually agreed to in writing.
- 2.3 Vendor shall treat Personal Information as confidential information and shall Process Personal Information on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i)

Processing in accordance with the Agreement and any applicable Statement of Service; (ii) Processing initiated by users in their use of the Software; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

- 2.4 Upon Customer's request, Vendor shall delete a particular individual's Personal Information from Clients records that are in Vendor's direct control. In the event Vendor is unable to delete the Personal Information for reasons permitted under Data Protection Law, Vendor shall (i) inform Customer of the reason(s) for its refusal of the deletion request, and (ii) ensure the privacy, confidentiality, and security of such Personal Information in accordance with this Data Processing Addendum.
- 2.5 Upon Customer's request, Vendor shall provide reasonable assistance as necessary to permit Customer to respond to individual requests made pursuant to applicable Data Protection Law.
- 2.6 The parties acknowledge and agree as follows:
- (a) The Personal Information that Customer discloses to Vendor is provided to Vendor for a Business Purpose, and Customer does not Sell Personal Information to Customer in connection with the Agreement.
 - (b) During the time the Personal Information is disclosed to Vendor, neither party has knowledge or reason to believe that either party is unable to comply with the provisions of this Addendum.
- 2.7 Vendor is prohibited from (i) Selling that Personal Information, (ii) retaining, using, or disclosing that Personal Information for any purpose other than for the purposes as described herein (including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the Software), and (iii) retaining, using, or disclosing that Personal Information outside of its direct business relationship with Customer.
- 2.8 Personal Information Types and Processing Purposes
- (a) Customer retains control of the Personal Information and remains responsible for its compliance obligations under the applicable Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Vendor.
 - (b) **Appendix A** describes the general Personal Information categories, nature of the Processing, and Data Subject types that Vendor may Process that are necessary to perform the Software under the Agreement.
- 2.9 Vendor shall, to the extent legally permitted, notify Customer of any complaint, dispute or request it has received from a Data Subject to exercise such Data Subject's rights (each, a "Data Subject Request"). Vendor will not respond to a Data Subject Request itself, except that Customer authorizes Vendor to redirect the Data Subject Request as necessary to Customer to allow Customer to respond directly.

ARTICLE 3 VENDOR PERSONNEL

- 3.1 Vendor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Information, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Personal Information, as strictly necessary for the purposes of the Agreement, and to comply with Data Protection Laws in the context of that individual's duties to Vendor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

ARTICLE 4 SECURITY

- 4.1 Vendor will maintain a commercially reasonable security program in accordance with industry standards and applicable laws.

ARTICLE 5 SUBPROCESSING

- 5.1 Customer authorizes Vendor to engage Subprocessors as needed and at Vendor's sole discretion. When a new Subprocessor is engaged as it relates to Vendor's Processing of Personal Information, Vendor will, at least thirty (30) days before the new Subprocessor starts Processing Personal Information, notify Customer of the engagement. Customer may, within fifteen (15) days of receiving such notice, object (in good faith) to such engagement. In the event Customer makes an objection within such time period, the parties will work in good faith to resolve the objection. If after fifteen (15) days, the parties are not able to come to a mutually agreed to solution, Vendor can go forward with the engagement and Customer's only remedy is to terminate the applicable Service to the extent affected by the new Subprocessor.
- 5.2 Vendor shall be responsible and liable for the acts and omissions, including any breach of this Addendum, of Subprocessor for which Vendor engages with hereunder.

ARTICLE 6 DATA BREACH

- 6.1 Vendor shall notify Customer without undue delay upon Vendor becoming aware of the occurrence of any unauthorized access or disclosure of Personal Information (a "Data Breach").
- 6.2 Unless otherwise required or permitted by applicable law, Vendor will not inform any third party, except Subprocessors, representatives, or Vendor's advisors and consultants, of any Data Breach without first obtaining Customer's prior written consent, except where law or regulation requires it.

ARTICLE 7 DELETION OF PERSONAL INFORMATION

- 7.1 Upon termination or expiration of the Agreement, Vendor shall destroy or return, at Customer's discretion, Personal Information to Customer within a commercially reasonable timeframe. Vendor and any Subprocessor may retain Personal Information to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws and always provided that Vendor shall ensure the confidentiality of such Personal Information and shall ensure that such Personal Information is only processed as necessary for the purpose(s) specified in the Data Protection Laws requiring its storage and for no other purpose. Notwithstanding the foregoing, the obligation to delete Personal Information shall not apply to information stored in any computer records or files that have been created Vendor's or its Subprocessors' automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with Vendor's or its Subprocessor's standard archiving and back-up procedures, but not for any other use or purpose, and provided that access to such information is limited to Vendor's or its Subprocessor's archiving and backup administrators and remains subject to the Agreement while retained.

ARTICLE 8 AUDIT RIGHTS

- 8.1 Upon request, Vendor will provide reasonable assistance to Customer with respect to any data protection assessments (or other similar assessments as required under applicable Data Protection Laws) that relate to Vendor's Processing of Personal Information. Upon reasonable request, Vendor will provide Customer with the information and records necessary to show compliance with this Addendum. No more than once per twelve (12) months, Vendor will, upon thirty (30) days prior written request, allow a qualified independent third-party auditor to audit Vendor's policies, records, and information that relate to Vendor's Processing of Personal Information to examine Vendor's compliance with this Addendum. Any audit conducted pursuant to this Section 8.1 shall be during normal business hours and shall not unreasonably disrupt Vendor's normal business operations. Any report, documents, information, or record provided to Customer or created pursuant to this Section 8.1 shall be considered Vendor Confidential Information.

ARTICLE 9 RESTRICTED TRANSFERS

- 9.1 Vendor shall only Process Personal Information within the United States. However, to the extent Personal Information governed by the GDPR is transferred to a geographic location outside of the European Economic Area, Switzerland, or the UK, the Standard Contractual Clauses will be filled out as set forth in **Appendix B** and shall be deemed executed and incorporated herein to the extent applicable.

ARTICLE 10 LIMITATION OF LIABILITY

- 10.1 Each party's liability, taken together in the aggregate, arising out of or relating to this Addendum, whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability provisions under the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party under the Agreement and this Addendum together.

ARTICLE 11 GENERAL TERMS

- 11.1 Governing Law and Jurisdiction. This Addendum shall be governed by the laws of the country or territory stipulated for this purpose in the Agreement.
- 11.2 Order of Precedence
- (a) Nothing in this Addendum reduces a party's obligations under the Agreement.
 - (b) With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including without limitation, the Agreement, the provisions of this Addendum shall prevail.
- 11.3 Changes in Data Protection Laws. Notwithstanding anything to the contrary contained here, Vendor shall have no obligation to monitor changes in Data Protections Laws or to notify Customer of the same. Nothing herein shall impact Customer's obligation to continually comply with Data Protection Laws as described hereunder.
- 11.4 Severance. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Appendix A

Details of Data Processing

Duration of Processing, Categories of Data Subjects and Types of Personal Information

Vendor will Process Personal Information within the categories of data subjects and types of personal information contemplated by, and for the duration of, the Agreement and in accordance with this Addendum.

Categories of Data Subjects:

- Customer's employees
- End-users of the software
- Customers of the end-users (indirect data subjects)

No sensitive data is transferred

Types of Personal Information:

- Contact details (name, email, phone number)
- Usage data (logins, interactions with the software)
- Data stored within the hosted environment, such as database records, files, and application data, excluding any company trade secrets such as product names or collections of color formulas
- Other customer information: Information stored by end users about their customers, which remains fully encrypted and inaccessible to the Vendor

Purpose and Nature of the Processing

Vendor will Process Personal Information in furtherance of its provision of Software to Customer and in accordance with the Agreement and this Addendum.

Purpose and Nature of Processing:

- Managing software licenses
- Providing support and maintenance services
- Hosting and operating the Innovatint software, including data storage, backup, and maintenance
- Collecting non-personal usage data for statistical purposes, excluding any sensitive company trade secrets
- Frequency of data transfer is continuous

Processing of Non-personal Usage Data:

- Vendor will collect and process aggregated, anonymized data related to the usage of the software. This includes, but is not limited to:

- Paint and colorant consumption statistics
- Software performance metrics
- Operational and usage analytics

Purpose of Collecting Non-personal Usage Data:

- To improve software functionality and performance
- To understand usage patterns and trends
- To enhance product development
- To provide better customer support
- To generate internal reports and statistics

Data Protection Measures for Non-personal Usage Data:

- Ensure that all collected non-personal usage data is anonymized and cannot be linked back to any individual
- Use this data strictly for the purposes outlined above

Encryption and Access Control:

- Any customer information stored by end users in the database will be fully encrypted
- This encrypted data will not be accessible to the Vendor
- The Vendor will have no capability to decrypt or access this data
- Vendor will not collect or process any company trade secrets such as product names or collections of color formulas

Appendix B

1. **Standard Contractual Clause Appendix:** The Appendix to the Standard Contractual Clauses shall be deemed completed pursuant to the below table.

Applicable Module(s):	MODULE TWO: Transfer controller to processor
Clause 7 – Docking Clause:	MODULE TWO: No
For Modules Two and Three Clause 9 – Use of sub-processors	MODULE TWO: Option 2: General written authorisation, 30 days.
Clause 11 – Redress, independent dispute resolution body Option:	MODULE TWO: No
For Modules One, Two and Three Clause 13 – Supervision	MODULE TWO: Where the data exporter 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
Clauses 14 and 15	Not applicable
Clause 17 – Governing Law	MODULE TWO: Option 1: Finland
Clause 18 – Choice of forum and jurisdiction	MODULE TWO: Finland

2. **Annex I to the Standard Contractual Clauses:** By signing the parties agree to also be bound by the UK Addendum to the EU Commission Standard Contractual Clauses attached hereto. Annex I to the Standard Contractual Clauses shall be deemed completed pursuant to the below table.

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

Name:	[Customer Name]
Address:	[Customer Address]
Contact person’s name, position and contact details:	[TBC]

Activities relevant to the data transferred under these Clauses:	Section B of this Annex I.
Signature and date:	By transferring Personal Information from the EEA or the UK (as applicable) to the Data Importer, the Data Exporter will be deemed to have signed this Annex I.
Role (controller/processor):	Controller

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

1.	Name:	Vibrantz Color Solutions Finland OY
	Address:	Silkkitehtaantie 5C, 01300 Vantaa, Finland
	Contact person's name, position and contact details:	Tuomas Backman Global Industry Manager Tuomas.backman@vibrantz.com , +358 40 7375776
	Activities relevant to the data transferred under these Clauses:	Section B of this Annex I.
	Signature and date:	By receiving Personal Information from the EEA or the UK (as applicable) from the Data Exporter, the Data Importer will be deemed to have signed this Annex I.
	Role (controller/processor):	Processor

A. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred	As set forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
Categories of personal data transferred	As set forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
Sensitive data transferred (if applicable)	As set forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
(For sensitive data only: applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.)	If applicable, as set forth in Appendix A of the Data Processing Addendum to which these clauses are attached

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	As set forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
Nature of the processing	As set forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
Purpose(s) of the data transfer and further processing	As set forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
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 forth in Appendix A of the Data Processing Addendum to which these clauses are attached.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	As necessary to provide the Software to the controller.

B. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13	Irish Data Protection Commission
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2. **Annex II to the Standard Contractual Clauses:** Annex II to the Standard Contractual Clauses shall be deemed completed pursuant to the below.

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.

As set forth in the Agreement to which these Clauses are attached.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

As set forth in the Agreement to which these Clauses are attached.

3. **Annex III to the Standard Contractual Clauses:** Annex III to the Standard Contractual Clauses shall be deemed completed pursuant to the below table.

The controller has authorised the use of the following sub-processors:

1.	Name:	[TBC]
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	Address:	[TBC]
	Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):	[TBC]

4. UK Addendum: **The UK Addendum** o the Standard Contractual Clauses shall be deemed completed pursuant to Schedule B-1, which is attached hereto and incorporated herein.

Schedule B-1

UK ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

This Exhibit C-V shall apply to any transfer of Personal Information from a Data Exporter located in the United Kingdom, to a Data Importer located in a third country that is not deemed to offer adequately similar protection as provided under United Kingdom Law, and applies in addition to, not in lieu of, Exhibit C.

TABLE 1: Parties

Start Date	Effective Date of Agreement	
The Parties	Data Exporter	Data Importer
Parties' Details	See Section 2 of Appendix B above	See Section 2 of Appendix B above
Key Contact	See Section 2 of Appendix B above	See Section 2 of Appendix B above
Signature	By transferring Personal Information from the UK (as applicable) to the Data Importer, the Data Exporter will be deemed to have signed this Appendix B-1.	By Processing Personal Information from the UK received from the Data Exporter, the Data Importer will be deemed to have signed this Appendix B-1.

TABLE 2: Selected SCCs, Modules, and Selected Clauses

Addendum to EU SCCs	<input checked="" type="checkbox"/> The version of the approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any):				
	Module in Operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time Period)
Module	N/A	N/A	N/A	N/A	N/A
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A

TABLE 3: Appendix Information

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

See Appendix B to which this Schedule B-1 is attached.

TABLE 4: Ending this Addendum when the Approved Addendum Changes

Data Exporter shall have the right to terminate this Schedule B-1 in the event this Approved Addendum changes.

MANDATORY CLAUSES

Entering into this Addendum

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

Interpretation of this Addendum

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

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

3. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
4. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
5. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
6. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
7. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, reenacted and/or replaced after this Addendum has been entered into.

Hierarchy

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

Incorporation of and Changes to the EU SCCs

11. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
12. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
13. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
14. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

- b. In Clause 2, delete the words: “and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
- c. Clause 6 (Description of the transfer(s)) is replaced with: “The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
- d. Clause 8.7(i) of Module 1 is replaced with: “it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- e. Clause 8.8(i) of Modules 2 and 3 is replaced with: “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with: “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with: “These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with: “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 15. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 16. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

17. From time to time, the ICO may issue a revised Approved Addendum which: a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or b. reflects changes to UK Data Protection Laws; The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.
18. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in: a its direct costs of performing its obligations under the Addendum; and/or b its risk under the Addendum, and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
19. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.