

UK GDPR ADDENDUM

This UK GDPR Addendum (this “**Addendum**”) forms part of the XTM Data Processing Agreement (available at <https://go.xtm.cloud/legal/data-processing-agreement>), or other agreement between You and Us governing the processing of Protected Data (the “**DPA**”). Unless otherwise defined in this document, capitalised terms used within this document shall have the meanings given to them in the DPA.

Interpretation and Definitions

Except as otherwise set out in this Addendum, the terms of the DPA will apply to Your use of the Services to process UK Protected Data, and all references to (i) “GDPR” in the DPA will be replaced with “UK GDPR”; and (ii) “Protected Data” in the DPA will be replaced with “UK Protected Data”.

Annex A

Table 1: Parties

Start date	The date that the Customer starts to use the Services to transfer UK Protected Data to UK Third Countries	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties’ details	<p>Full legal name: The entity identified as the Customer in the Agreement.</p> <p>Trading name (if different): If different, the trading name for the Customer associated with the Customer’s XTM account or as otherwise specified in the Agreement.</p> <p>Main address (if a company registered address): The address for the Customer associated with the Customer’s XTM account or as otherwise specified in the Agreement.</p> <p>Official registration number (if any) (company number or similar identifier): If any, the official registration number for the Customer associated with the Customer’s XTM account or as otherwise specified in the Agreement.</p>	<p>Full legal name: The XTM entity identified as the Supplier in the Agreement.</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): The address for the XTM entity identified as the Supplier in the Agreement.</p> <p>Official registration number (if any) (company number or similar identifier): If any, the official registration number for the XTM entity identified as the Supplier in the Agreement.</p>

Key Contact	<p>Full Name (optional): The contact associated with the Customer’s XTM account or as otherwise specified in the Agreement.</p> <p>Job Title: The job title for the contact associated with the Customer’s XTM account or as otherwise specified in the Agreement.</p> <p>Contact details including email: The contact details associated with the Customer’s XTM account or as otherwise specified in the Agreement.</p>	<p>Full Name (optional): The details specified in Annex A of the DPA.</p> <p>Job Title: Data Protection Officer.</p> <p>Contact details including email: The contact details specified in Annex A of the DPA.</p>
Signature (if required for the purposes of Section 2)	By using the Services to transfer UK Protected Data to UK Third Countries, the Exporter will be deemed to have signed these UK Standard Contractual Clauses.	By transferring UK Protected Data to UK Third Countries on the Exporter’s instructions, the Importer will be deemed to have signed these UK Standard Contractual Clauses.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p><input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: The date that the Customer starts to use the Services to transfer UK Protected Data to UK Third Countries.</p> <p>Reference (if any): N/A</p> <p>Other identifier (if any): This Addendum is appended by reference to the following versions of the Approved EU SCCs, as applicable:</p> <p>(a) the Controller-to-Processor Clauses available at https://go.xtm.cloud/legal/standard-contractual-clauses-controller-to-processor-clauses; and</p> <p>(b) the Processor-to-Processor Clauses available at: https://go.xtm.cloud/legal/standard-contractual-clauses-processor-to-processor-clauses.</p>
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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:

Annex 1A: List of Parties:

1. Data exporter(s):

Name: The entity identified as the Customer in the Agreement.

Address: The address for the Customer associated with the Customer's XTM account or as otherwise specified in the Agreement.

Contact person's name, position and contact details: The contact details associated with the Customer's XTM account or as otherwise specified in the Agreement.

Activities relevant to the data transferred under these Clauses: The activities specified in Annex A of the DPA.

Signature and date: By using the Services to transfer UK Protected Data to UK Third Countries, the data exporter will be deemed to have signed Annex I.

Role (controller/processor): (i) where the UK Controller-to-Processor Clauses apply, the Exporter will be a controller; and (ii) where the UK Processor-to-Processor Clauses apply, the Exporter will be a processor.

2. Data importer(s):

Name: The entity identified as the Supplier in the Agreement.

Address: The address of the Supplier as set out in the Agreement.

Contact person's name, position and contact details: The contact details for the Supplier specified in the Agreement.

Activities relevant to the data transferred under these Clauses: The activities specified in Annex A of the DPA.

Signature and date: By transferring UK Protected to UK Third Countries on Customer's Instructions, the data importer will be deemed to have signed Annex I.

Role (controller/processor): Processor

Annex 1B: Description of Transfer:

Categories of data subjects whose personal data is transferred

The categories of data subjects specified in Annex A of the DPA.

Categories of personal data transferred

The categories of personal data specified in Annex A of the DPA.

Sensitive data transferred (if applicable) and 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.

The data exporter might include sensitive personal data in the personal data specified in Annex A of the DPA.

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

Personal data is transferred in accordance with Customer's instructions as described in paragraph 8 of the DPA.

Nature of the processing

The nature of the processing is specified in Annex A of the DPA.

Purpose(s) of the data transfer and further processing

To provide the Services.

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

The data exporter determines the duration of processing in accordance with the terms of the DPA.

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

The subject matter, nature and duration of the processing are described in Annex A of the DPA.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

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 data importer are as set out in Annex B of the DPA.

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

The technical and organisational measures implemented by the data importer are as set out in Annex B of the DPA.

Annex III: List of Sub processors (Modules 2 and 3 only):

As detailed in the DPA.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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Part 2: 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

3. 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:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	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.
Approved Addendum	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.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.

Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	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, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. 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.
5. 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.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. 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.
8. 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, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. 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.
10. 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.
11. 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

12. 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.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. 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

- 16. 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.
- 17. 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.
- 18. 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.

19. 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.

20. 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.