

THE BOXOFFICE COMPANY (GLASGOW) LIMITED

DATA PROCESSING AGREEMENT

BETWEEN

- (1) The Boxoffice Company (Glasgow) Ltd, a company incorporated in Scotland with company number SC205024 and whose registered office is at 134-138 West Regent Street, Glasgow, G2 2RQ, Scotland (the “**Developer**”); and
 - (2) Customer, as identified in page 13 of this Data Processing Agreement (the “**Customer**”).
- (each a “**party**” and together the “**parties**”)

BACKGROUND

- (A) The Customer has agreed to share Data (as defined below) with the Developer on the terms set out in this Data Processing Agreement (as defined below), as part of the performance of the Services Agreement for Developer’s Boost services.
- (B) The Developer agrees to process the Data on the terms set out in this Data Processing Agreement.
- (C) This is a free-standing agreement that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply to this Data Processing Agreement.

1.1. Definitions

Agreed Purpose has the meaning given to it in Clause 2.5;

Business Day	a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;
Commencement Date	has the meaning given to it in Clause 2.1;
Data	means Personal Data and/or Sensitive Data (as the case may be) as defined in the Data Protection Legislation;
Data Processing Agreement or DPA	means this agreement together with the Schedules;
Data Protection Authority	means the relevant data protection authority in the territories where the parties to this Agreement are established;
Data Protection Legislation	means: <ul style="list-style-type: none"> (i) the General Data Protection Regulation ((EU) 2016/679) (the “GDPR”) to the extent applicable to the present Agreement; (ii) the UK GDPR and all applicable laws and regulations relating to the processing of personal data and data privacy, including where applicable the guidance and codes of practice issued by the Data Protection Authority or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003,.
Data Security Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data;
EEA	means the European Economic Area;
Schedule	means the schedule of five (5) parts attached to this Agreement;
Services Agreement	means the commercial agreement for Boost services concluded between the Developer and the Customer;

SPoC	has the meaning given to it in Clause 2.6;
Standard Contractual Clauses or SCC	means the standard contractual clauses for the transfer of personal data to third countries as approved by the European Commission pursuant to Commission Implementing Decision (EU) 2021/914 of June 2021, or any subsequent standard contractual clauses adopted by the European Commission
Subject Access Request	means the disclosure of Data to a Data Subject as detailed in the Data Protection Legislation; and
Term	has the meaning given to it in Clause 2.2.
UK Transfer Addendum	Means the template Addendum B.1.0 issued by the UK Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 nd February 2022.

- 1.2. **Controller, Processor, Data Controller, Data Processor, Data Subject, Personal Data, Sensitive Data, and Special Categories of Personal Data**, shall have the meanings given to them in the Data Protection Legislation.
- 1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.5. Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8. References to clauses and the Schedule are to the clauses and Schedule of this Agreement and references to paragraphs are to paragraphs in the Schedule.
- 1.9. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.10. In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedule, the provisions in the body of this Agreement shall take precedence.

1.11. Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. Purpose, Commencement, and Term

2.1. This Agreement shall commence on the same date as defined in the Services Agreement (the “**Commencement Date**”).

2.2. Notwithstanding the terms contained in the Services Agreement, this Agreement shall continue until the Developer has returned or destroyed all Data held by the Developer in accordance with Clause 7 (the “**Term**”).

2.3. This Agreement sets out the framework for the sharing of Data between the parties. For the purposes of the Data Protection Legislation the parties agree to act as follows:

- With regards the Personal Data processing of the Customer’s designated end users having access to the services, the Developer shall act as the Controller;
- With regards to the Personal Data processing of the Customer’s end clients, the Customer shall be the **Controller** and the Developer shall be the **Processor**.

This Agreement defines the principles and procedures that the Developer shall adhere to and the responsibilities the parties owe to each other when processing the Data.

2.4. The purpose of this Agreement is to ensure that any Data that may be supplied by the Customer to the Developer for processing, or accessed by the Developer on the Customer’s authority for processing, or otherwise is received by the Developer for processing on the Customer’s behalf is conducted in accordance with the terms of this Agreement, the Data Protection Legislation, and the instructions of the Customer.

2.5. The Developer shall only process Data for the purposes of supplying the Customer with the goods and/or services pursuant to the Services Agreement (the “**Agreed Purpose**”). The Developer shall not process Data that is incompatible with the Agreed Purpose unless notified by the Customer in writing.

2.6. Each party shall appoint a single point of contact (the “**SPoC**”) who will work together to reach an agreement with regards to any issues arising from this Agreement and to actively improve the effectiveness, security, and transparency of the data sharing initiatives pursuant to this Agreement. The points of contact for each of the parties are specified in Part 1 of the Schedule.

3. Compliance with the Data Protection Legislation

- 3.1.** Both parties shall comply with all applicable requirements of the Data Protection Legislation. The terms of this Agreement are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 3.2.** In the event that the Data Protection Legislation or approach to compliance in Scotland necessitates stricter or additional requirements to protect individuals' privacy, Personal Data, or Sensitive Data then the parties shall, no later than forty (40) Business Days', after such changes to the Data Protection Legislation, agree to amend the terms of this Agreement to give effect to the stricter or additional requirements.
- 3.3.** The Developer undertakes to comply with the terms of this Agreement in addition to its obligations under the Services Agreement and any other contract that the Developer may enter into, whether currently in force or entered into in the future.
- 3.4.** In the case of any inconsistency between the terms of this Agreement, the Services Agreement, or any other contract entered into between the Developer and the Customer, whether currently in the force or entered into in the future, the terms of this Agreement shall prevail unless otherwise notified in writing by the Customer to the Developer.

4. Categories of Processing

- 4.1.** The types of Data that may be processed by the Developer are detailed in Part 2 of the Schedule. Unless otherwise agreed in writing between the parties, the Developer shall not process any types of Data that are not detailed in Part 2 of the Schedule.
- 4.2.** The types of Sensitive Data that may be processed by the Developer are detailed in Part 3 of the Schedule. Unless otherwise agreed in writing between the parties, the Developer shall not process any types of Sensitive Data that are not detailed in Part 2 of the Schedule.

5. Data Processing

- 5.1.** Without prejudice to the generality of Clause 3.1, the Customer shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of Data to the Developer for the duration and purposes of this Agreement.
- 5.2.** Without prejudice to the generality of Clause 3.1, the Developer shall, in relation to any Data processed in connection with the performance by the Developer of its obligations under this Agreement and the Services Agreement:
 - 5.2.1.** process that Data only on the written instructions of the Customer unless the Developer is required by the laws of Scotland or any member of the European Union or by the laws of the European Union applicable to the Developer to process

Data. Where the Developer is relying on laws of a member of the European Union or European Union law as the basis for processing Data, the Developer shall notify the Customer in writing prior to undertaking any processing, unless such disclosure is prohibited by relevant law;

- 5.2.2.** ensure that it has in place appropriate technical and organisational measures in accordance with good industry practice to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Data, ensuring confidentiality, integrity, availability, and resilience of its systems and services);
- 5.2.3.** ensure that personnel who have access to and/or process Data are obliged to keep the Data confidential and that access to the Data is limited to those Developer's personnel who need access to the Data for the performance of the Developer's duties and obligations;
- 5.2.4.** not transfer any Data outside of the EEA unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 5.2.4.1.** in the event of a transfer of Personal Data from the EEA to a country located outside the EEA:
 - 5.2.4.1.1.** such country is deemed having an adequate level of data protection according to Article 45 GDPR, or
 - 5.2.4.1.2.** the parties agree to incorporate the SCC into this Agreement, as completed in accordance with Part 3 of the Schedule;
 - 5.2.4.2.** in the event of a transfer of Personal Data from the UK to a country outside the UK:
 - 5.2.4.2.1.** such country is deemed having an adequate level of data protection according to Article 45 UK GDPR, or
 - 5.2.4.2.2.** the parties agree to incorporate the UK Transfer Addendum into this Agreement, as completed in accordance with Part 4 of the Schedule
 - 5.2.4.3.** the Data Subject has enforceable rights and effective legal remedies;
 - 5.2.4.4.** the Developer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Data that is transferred;

5.2.4.5. the Developer complies with reasonable instructions notified to it by the Customer with respect to the processing of the Data;

5.2.5. assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

5.2.6. notify the Customer without undue delay on becoming aware of a Data Security Breach;

5.2.7. maintain records and information to demonstrate its compliance with this Clause 5; and

5.2.8. if required by the Data Protection Legislation, appoint a Data Protection Officer (as defined in the Data Protection Legislation).

5.3. The Customer consents to the Developer appointing the third-party processors detailed in the “Subprocessor List” available at <https://company.boxoffice.com/legal-hub/>. The Developer confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 5. As between the Developer and the Customer, the Developer shall remain liable for acts or omissions of any third-party processor appointed by the Developer pursuant to this Clause 5.3. The Developer shall notify the Customer at least 30 days in advance in the event of any change in the list of third-party processors by updating the list and the Customer shall be deemed consenting to such update in the absence of any objection. The Customer shall be entitled to object to such change by notifying the Developer within 10 days from the date when the list has been updated. If the objection would result in a material increase in cost to provide the services or would demand significant accommodation measures, the Developer shall be entitled to increase the fees for the services or, at its option, terminate the Services Agreement and the Agreement together.

6. Data Subjects’ Rights

6.1. Data Subjects have the right to obtain certain information about the processing of their Data through a Subject Access Request. In circumstances where the Developer receives a Subject Access Request that relates to the Customer’s Data then the Developer shall as soon as is reasonably practical but no later than five (5) Business Days’ after receipt of any such Subject Access Request notify the Customer in writing and forward such request to the Customer.

6.2. Where the Customer is obliged to comply with a Data Subjects right to request rectification, restriction, erasure or blocking of their Data then the Customer shall notify

the Developer and the Developer shall make such changes, alterations, or removals to the relevant Data as instructed by the Customer.

- 6.3. The Developer shall provide such reasonable assistance, at the Customer's cost, as is necessary to enable the Customer to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects or Data Protection Authorities.

7. Data Retention and Deletion

- 7.1. The Developer shall not retain or process Data for longer than is necessary to carry out the Agreed Purpose.

- 7.2. Subject to Clause 5.2.1, the Developer shall ensure that Data is returned to the Customer or destroyed in the following circumstances:

- 7.2.1. on termination of the Agreement; or

- 7.2.2. once processing of the Data is no longer necessary for the Agreed Purpose.

- 7.3. Following the deletion of Data in accordance with Clause 7.2, the Developer shall notify the Customer that the Data in question has been deleted in accordance with this Agreement.

8. Training

- 8.1. The Customer shall only provide Data to the Customer by using secure methods as may be notified by the Customer to the Developer from time to time.

- 8.2. It is the responsibility of the Developer to ensure that personnel who have access to and/or process Data are appropriately trained to handle and process the Data in accordance with the terms of this Agreement, the Data Protection Legislation, and any other applicable national data protection laws and guidance.

- 8.3. The level, content, and regularity of training referred to in Clause 8.2 shall be proportionate to that personnel's role, responsibility and frequency with respect to their handling and processing of the Data.

9. Data Security Breaches and Reporting Procedures

- 9.1. The Developer shall have in place policies and procedures to be followed in the event of a Data Security Breach. The Developer shall, upon the written request of the Customer and no later than ten (10) Business Days' from the date of such request, provide copies

of relevant policies and procedures that relate to data security breaches and personal data breaches.

- 9.2.** The Developer is under an obligation to notify potential or actual losses of Data to the Customer as soon as is reasonably practicable and, in any event, within three (3) Business Days of identification of any potential or actual loss to enable the Customer to consider what action is required in order to resolve the issue in accordance with the Data Protection Legislation.
- 9.3.** The Developer agrees to provide assistance as is reasonably necessary to the Customer in order to facilitate the handling of any Data Security Breach in an expeditious and compliant manner. Where a Data Security Breach originates from a third-party that is not the Developer or a third-party processor appointed by the Developer then such assistance shall be at the cost of the Customer.

10. Review and Audit Rights

- 10.1.** The parties may, from time to time, review the effectiveness of this Agreement having consideration to the aims and purposes set out in Clause 2.4 and Clause 2.5. The parties shall continue, amend or terminate the Agreement depending on the outcome of this review.
- 10.2.** The review of the effectiveness of the data sharing initiative shall include:
 - 10.2.1.** assessing whether the purposes for which the Data is being processed are in accordance with Clause 2.5 and the Data Protection Legislation;
 - 10.2.2.** assessing whether the categories of Data is still as listed in Part 2 and/or Part 3 of the Schedule;
 - 10.2.3.** assessing whether the legal framework governing data protection, retention, and data subjects' rights are being complied with; and
 - 10.2.4.** assessing whether Data Security Breaches involving the Data have been handled in accordance with this Agreement, the Data Protection Legislation, and any other applicable legal framework.
- 10.3.** The Developer shall provide the Customer with relevant information requested by the Customer to enable the Customer to verify the Developer's compliance with this Agreement. The Customer shall be entitled to inspect, test and audit, or appoint representatives to inspect, test and audit, such facilities, premises, equipment, systems, documents and electronic data used in connection with the processing of the Data provided always that:

- 10.3.1.** the Customer gives reasonable notice of such audit to the Developer;
 - 10.3.2.** any staff, agents, and/or representatives of the Customer shall enter into a non-disclosure agreement with the Developer prior to accessing any of the Developer's systems or attending any of the Developer's premises; and
 - 10.3.3.** the Customer shall undertake its audit in a manner which minimises the impact on the operations of the Developer.
- 10.4.** The Developer shall cooperative and provide reasonable assistance in relation to each such inspection, test and audit. The Customer may not undertake more than one (1) audit every twelve (12) calendar months. Without prejudice to the Customer's other rights and remedies, in the event that the Customer identifies non-compliance with this Agreement as a result of an inspection, test or audit, and provides the Developer with a written notice detailing such non-compliance, then the Developer shall:
- 10.4.1.** remedy the non-compliance and shall take such steps as the Customer reasonably requests for this purpose; and
 - 10.4.2.** reimburse the Customer for the costs and expenses incurred by the Customer in connection with the audit.
- 10.5.** In the event of a dispute or claim brought by a Data Subject or a Data Protection Authority concerning the processing of Data against either or both parties, the parties will promptly inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably and in a timely fashion.

11. Warranties and Indemnities

- 11.1.** The Developer warrants and undertakes to the Customer that it will:
- 11.1.1.** process the Data in compliance with applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Data processing operations;
 - 11.1.2.** respond within ten (10) Business Days and as far as reasonably possible to enquiries from a relevant Data Protection Authority in relation to the Data;
 - 11.1.3.** respond to Subject Access Requests in accordance with the Data Protection Legislation and the terms of this Agreement;
 - 11.1.4.** where applicable, maintain registration with relevant Data Protection Authorities to process the Data for the Agreed Purpose; and

11.1.5. take appropriate steps to ensure compliance with the provisions set out in Clause 5.2.

11.2. The Developer shall indemnify the Customer and hold the Customer harmless against any cost, charge, demand, damages, actions, liabilities, awards, judgements, settlements, expenses or losses which the Customer may incur as a direct result of the Developer's breach of any of the provisions of this Agreement, the Data Protection Legislation, a Data Security Breach, or resulting from any action taken against the Customer by a Data Protection Authority as a direct result of the acts and/or omissions of the Developer.

11.3. Except as expressly stated in this Agreement and the Services Agreement, all warranties, conditions and terms, whether express or implied by statute, common law, delict, tort or otherwise are hereby excluded to the extent permitted by law.

12. Notice

12.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:

12.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

12.1.2. sent by e-mail to the SPoC.

12.2. Any notice shall be deemed to have been received:

12.2.1. if delivered by hand, on signature of a delivery receipt; or

12.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

12.2.3. if sent by e-mail, at 9.00 am on the next Business Day after transmission.

12.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. General

13.1. Third Party Rights. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms. Unless it expressly

states otherwise, this Agreement does not give risk to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any terms of this Agreement.

- 13.2. Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.3. Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.4. Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.5. Changes to the Data Protection Legislation.** In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the SPoCs will negotiate in good faith to review and amend the Agreement in light of the new legislation.
- 13.6. No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 13.7. Further assurance.** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
- 13.8. Rights and remedies.** The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.9. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the

counterparts shall together constitute the one Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

13.10. Assignment. Neither party may, without the prior written consent of the other, assign, transfer, novate, or subcontract, in whole or in part, any right or obligation under this Agreement.

14. Governing Law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland.

15. Jurisdiction

Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. **IN WITNESS WHEREOF** these presents consisting of this page and the preceding ten (10) pages together with the Schedule of five (5) parts are executed as follows:

Executed on behalf of the Customer acting by its authorised signatory

Executed on behalf of The Boxoffice Company (Glasgow) Ltd acting by its authorised signatory

Entity name:

Entity address:

Signatory name:

Malcolm MacMillan

Signatory title:

Managing Director

Signed by:

4CB542F3538149A...

.....
Authorised Signatory Signature

.....
Authorised Signatory Signature

Date of signature

Date of signature

SCHEDULE

Part 1.

Single Point of Contact.

	The Developer	The Customer
Full Name	Malcolm MacMillan	As specified in Section 1.6 of the Services Agreement
Position/Title	Managing Director	
E-Mail Address	malcolm.macmillan@boxoffice.com	
Telephone Number	00 44 7860 121213	
Postal Address	152 West Regent Street Glasgow G2 2RQ	

Data Protection Officer’s contact details:

	The Developer	The Customer
Full Name	Joseph Rubio	
E-Mail Address	dpo@webedia-group.com	
Postal Address	The Boxoffice Company France : 2, rue Paul Vaillant-Couturier, 92300 Levallois-Perret, France	

Part 2.

Description of the processing activities

Data subjects	Customer’s end users and Customer’s end clients
Categories of personal data	First name, last name, email address, postal address, user account information, purchase and billing information, logs
Sensitive Data	N/A

Frequency of the transfer	Continuous for the duration of the Services Agreement
Nature of the processing	Collection, storing, transmission, deletion
Processing purpose(s)	The Personal Data are processed as part of the provision of the Developer's services to the Client
Processing duration	Duration of the Services Agreement with the Client
Transfers to third-party processors	The list of third-party processors is available here: https://company.boxoffice.com/legal-hub/

Part 3.

Standard Contractual Clauses

1. Where the SCC apply in accordance with Clause 5.2.4 of the Agreement, each of the parties is hereby deemed to have signed the SCC with the following Modules:
 - Where the Developer acts as the Controller, the Module One of the SCC shall apply
 - Where the Developer acts as the Processor on behalf of the Customer acting as Controller, the Module Two of the SCC shall apply

2. The SCC shall be completed as follows:
 - a) The optional "Docking Clause" in Clause 7 of the SCC is left intentionally blank;
 - b) In Clause 9, OPTION 2: GENERAL WRITTEN AUTHORISATION applies and the minimum time period for advance notice is 30 days;
 - c) In Clause 11, the optional language is deleted;
 - d) In Clause 17, OPTION 1 applies and the parties agree that the SCC shall be governed by the laws of France;
 - e) In Clause 18, the parties agree that the any dispute arising from the SCC shall be governed by the courts of Paris, France.

3. The Annexes of the SCC shall be completed as follows;
 - a) In Annex I.A. the data exporter is the Customer and the data importer is the Developer

- b) In Annexe I.B. the information required are listed in Part 2 of the present Schedule
- c) In Annex I.C. the competent Supervisory Authority shall be determined as follows:
 - 1. Where the data exporter is established in an EU Member State, the competent supervisory authority shall be the supervisory authority in which the data exporter is established.

2. 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) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the competent supervisory authority shall be the supervisory authority of the EU Member in which such representative is established.
 3. 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, the competent supervisory authority shall be the supervisory authority of the EU Member State notified in writing to the data importer's contact point, which must be an EU Member State in which the Data Subjects whose Personal Data are transferred under these SCC in relation to the offering of goods or services to them, or whose behavior is monitored, are located.
- d) Annex II of the SCC are completed as per reference to Part 6 of the present Schedule

Part 4

UK Transfer Addendum

1. Where the UK Transfer Addendum applies in accordance with Clause 5.2.4 of the Agreement, the UK Transfer Addendum shall be completed as follows:
 - a) Table 1, 2 and 3 are deemed completed as per the corresponding details in the Agreement and in the Schedule
 - b) The parties agree to be bound by the Mandatory Clauses of the UK Transfer Addendum

Part 5

Technical and organizational security measures

Technical measures:

- Physical and logic access controls
- Protection of software access by strong password and login policy
- Infrastructure securization
- Data backup

Organizational measures:

- Staff training and sensibilization
- Definition of roles and permissions for Data access
- Periodic review of the security measures

The Developer also ensures that each third-party processor has the appropriate technical and organizational security measures relevant to the scope of processing activities entrusted to each third-party processor