

This Data Processing Addendum including its Schedules (“**DPA**”) is agreed between Gearset and Customer pursuant to the terms of the [Gearset Master Services Agreement](#) (“**Agreement**”) under which Customer has agreed to procure and Gearset has agreed to provide certain Services (as defined in the Agreement). This is version v1202609 which is effective from September 15, 2026.

This DPA is incorporated into the Agreement by reference, and forms part of the Agreement. It sets out the terms that apply when Gearset Processes Personal Data (as defined in this DPA) on behalf of Customer under the terms of the Agreement. Its purpose is to ensure that such Processing is conducted in accordance with the written instructions of the Customer, as set out in this DPA, and all applicable laws, and with due respect for the rights and freedoms of individuals whose Personal Data are Processed.

DATA PROCESSING TERMS

1 **Definitions**

1.1 Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

1.2 For the purposes of this DPA the following words and phrases shall have the following meanings:
“**Addendum**” means the UK International Transfer Addendum to the EU SCCs, as provided at Schedule 3;

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, as amended by the California Rights Act;

“**Consumer Health Data**” means Personal Data that is linked or reasonably linkable to a Data Subject and that identifies the Data Subject’s past, present, or future physical or mental health status.

“**Controller**” shall mean the entity which, alone or jointly with others, determines the purposes and means of the Processing of the Personal Data;

“**Data Protection Laws and Regulations**” means all laws and regulations from time to time of the United Kingdom, the European Union and the EEA and their member states, Switzerland, and the United States and its states, applicable to the Processing of Personal Data under this DPA including the UK GDPR; the Data Protection Act 2018 (“**DPA 2018**”); the GDPR; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; the U.S. State Privacy Laws; and any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data;

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates;

“**Data Transfer Provisions**” means, the EU SCCs and the Addendum;

“**EEA**” means the European Economic Area, which constitutes the member states of the European Union, Norway, Iceland and Liechtenstein;

“**EU SCCs**” means the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Decision (EU) 2021/914 2021;

“**GDPR**” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (as amended, replaced or superseded);

“**Gearset**” means Gearset Limited, a company registered in England with company number 10345423 and whose registered office is at 26 Science Park Milton Road, Cambridge, England, CB4 0FP;

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic 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;

“Processor” shall mean an entity which processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA;

“Personal Data” means: (a) any data or information relating to (i) an identified or identifiable natural person and/or, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations); or (b) any other personal data, personal information or other similar term as may be defined by law (including, without limitation, Consumer Health Data), where for each of (a) or (b), such data is Customer Data (as defined in the Agreement);

“Security, Privacy and Architecture Documentation” means the Security, Privacy and Architecture Documentation applicable to the Services purchased by Customer, as updated from time to time, and accessible via Gearset’s security webpage at <https://gearset.com/security> or as otherwise made reasonably available by Gearset;

“Sub-processor” means any third party data processor engaged by a Processor who has or will have access to or process Personal Data from a Controller; and

“UK GDPR” means the GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

“U.S. State Privacy Laws” means (i) the CCPA, (ii) the Virginia Consumer Data Protection Act, Va. Code Ann. § 59.1-575 et seq.; (iii) the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq., together with all implementing regulations; (iv) the Connecticut Act Concerning Data Privacy and Online Monitoring, Conn. Gen. Stat. § 42-515, et seq.; (v) the Utah Consumer Privacy Act, Utah Code Ann. § 13-61-101 et seq., (vi) the Washington My Health My Data Act, Wash. Rev. Code § 19.373.010 et seq., and (vii) similar state privacy laws and regulations that may take effect from time to time.

2 Processing of Personal Data

- 2.1 **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data as is necessary for providing the Services, Customer may be the Controller or a Processor. Where the Customer is a Controller, Gearset will be a Processor. Where the Customer is itself a Processor, Gearset will be the Customer’s Sub-Processor. In either case, the parties acknowledge and agree that Gearset will engage Sub-processors pursuant to the requirements set forth in clause 5 below.
- 2.2 The Customer acknowledges that Gearset is a controller with regard to the personal data collected by Gearset as part of the sale and/or management of the Subscription (as defined in the Agreement) and/or Services and/or the provision of the Services to Customer, including (but not exclusively) any Operational Data (as defined in the Agreement). For the avoidance of doubt, this DPA only applies to Customer Data and does not apply to personal data for which Gearset is the controller.
- 2.3 **Customer’s Processing of Personal Data.** Customer: (i) is responsible for ensuring that it has complied, and will continue to comply, with all applicable Data Protection Laws and Regulations; (ii) warrants that it has, and will continue to have, the right to Process, transfer, and/or provide access to Gearset, the Personal Data for Processing in accordance with the terms of the Agreement and this DPA; and (iii) has sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, including ensuring that there is a lawful basis for the Processing. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

- 2.4 **Gearset's Processing of Personal Data.** Gearset shall Process Personal Data on behalf of Customer as is necessary for providing the Services and only in accordance with (i) Customer's documented instructions as set out in this DPA, and (ii) the Data Protection Laws and Regulations. Gearset shall notify the Customer promptly if, (i) in Gearset's opinion, the Customer's instructions would not comply with the Data Protection Laws and Regulations, or (ii) Gearset makes a determination that it can no longer meet its obligations under the Data Protection Laws and Regulations. Any Processing required outside of the scope of these instructions will require prior written agreement between the parties.
- 2.5 **No Sale of Personal Data.** Gearset shall not sell for monetary or other valuable consideration, share for purposes of cross-context behavioural advertising, or otherwise disclose, Personal Data to third parties except as permitted under clause 5 below. Gearset shall not use the Personal Data outside of the direct business relationship between Gearset and Customer unless permitted by the Data Protection Laws and Regulations, and shall not combine Personal Data with the personal data it receives from or on behalf of another customer or collects from its own interactions with the Data Subject. Gearset may Process Personal Data as reasonably necessary for the following business purposes: (i) providing the Services, (ii) helping to ensure security and integrity of the Software and the Services, to the extent the use of the Personal Data is reasonably necessary and proportionate for those purposes, (iii) debugging to identify and repair errors that impair existing intended functionality of the Software and the Services, (iv) undertaking internal research for technological development and demonstration, and (v) undertaking activities to verify or maintain the quality or safety of, or to improve, upgrade, or enhance, a service or device that is owned or controlled by Customer. Customer is disclosing the Personal Data to Gearset only for the performance of the aforementioned limited and specified business purposes, and Gearset may not retain, use, or disclose the Personal Data for any other business or commercial purpose, unless permitted by the Data Protection Laws and Regulations.
- 2.6 **Details of the Processing.** The subject-matter of Processing of Personal Data by Gearset, the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Data Processing Appendix) to this DPA.
- 2.7 **Data Protection Impact Assessments.** Upon Customer's request, Gearset shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under applicable Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Gearset. Gearset shall provide reasonable assistance to Customer in the cooperation or prior consultation with the applicable Supervisory Authority in the performance of its tasks relating to clause 2.4 of this DPA, to the extent required under applicable Data Protection Laws and Regulations.

3 Rights of Data Subjects

- 3.1 **Data Subject Request.** Gearset shall, to the extent legally permitted, promptly notify Customer if Gearset receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ('right to be forgotten'), data portability, object to the Processing, its right not to be subject to an automated individual decision making, or any other right to which the Data Subject is entitled under the Data Protection Laws and Regulations, solely to the extent each such request is available to the Data Subject under Data Protection Laws and Regulations (each such request being a "**Data Subject Request**"). Taking into account the nature of the Processing, Gearset shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Gearset shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Gearset is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Gearset's provision of any such assistance described in this clause 3.

4 Gearset Personnel

- 4.1 Confidentiality.** Gearset shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are bound by confidentiality terms no less onerous than those set out in the Agreement. Gearset shall ensure that such confidentiality obligations survive the termination of the personnel engagement for a reasonable period.
- 4.2 Limitation of Access.** Gearset shall ensure that Gearset's access to Personal Data is limited to those personnel who have a need to access the Personal Data to facilitate the performance of the Services.
- 4.3 Data Protection Contact.** Gearset has personnel responsible for the protection and Processing of Personal Data. Those personnel may be reached at legal@gearset.com.

5 Sub-processors

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that: (i) Gearset's Affiliates may be retained as Sub-processors, and (ii) Gearset and Gearset's Affiliates may engage third-party Sub-processors in connection with the provision of the Services. Gearset has entered into a written agreement with each Sub-processor containing data protection obligations no less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- 5.2 List of Current Sub-processors and Notification of New Sub-processors.** Gearset shall make available to Customer (via the Gearset Website or otherwise) the current list of Sub-processors for the Services ("**Sub-processor List**"). The Sub-processor List shall include the identities of those Sub-processors and their country of location. Gearset shall provide notification of new Sub-processor(s) by email to Customer to the address provided by the Customer to Gearset for such purposes (if any) at least twenty (20) Working Days in advance of a new Sub-processor(s) appointment, or if no such address is provided then by updating the Sub-processor List. For Customers that do not provide an email address for such purposes, Gearset shall use reasonable endeavours to alert the Customer of changes to the Sub-processor List through the Software, but the Customer is advised to check the Gearset Website periodically for communications concerning such changes.
- 5.3 Objection Right for New Sub-processors.** Customer may object to Gearset's use of a new Sub-processor for a commercially reasonable reason by notifying Gearset promptly in writing within ten (10) Working Days after Gearset updates the Sub-processor List or provides notification in accordance with clause 5.2. In the event Customer reasonably objects to a new Sub-processor, Gearset will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Gearset is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Gearset or Customer may terminate the applicable Subscription(s) with respect to those Services which cannot be provided by Gearset without the use of the objected-to new Sub-processor by providing written notice to the other party. Gearset will refund Customer any prepaid fees covering the remainder of the term of such Subscription(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.4 Liability.** Gearset shall be liable for the acts and omissions of its Sub-processors to the same extent Gearset would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6 Security

- 6.1 **Controls for the Protection of Personal Data.** Gearset shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure or access), confidentiality and integrity of Personal Data, as set forth in the Security, Privacy and Architecture Documentation. Gearset regularly monitors compliance with these measures. Customer acknowledges that the security measures are subject to technical progress and development and that Gearset may update or modify the security measures from time to time, provided that such updates and modifications do not result in the material degradation of the overall security of the Services purchased by the Customer.
- 6.2 **Third-Party Audits.** Gearset engages third party auditors to verify the adequacy of its security measures. These audits (a) will be performed at least annually; (b) will be performed according to internationally recognized standards; (c) will be performed by independent third party security professionals at Gearset's selection and expense and (d) will result in the generation of an audit report ("**Audit Report**") which will constitute Gearset's Confidential Information.
- 6.3 **Access to Audit Reports.** No more than once during any consecutive 12-month period, on the Customer's written request and subject to the confidentiality obligations in the Agreement, Gearset shall make available to a Customer that is not a competitor of Gearset (or Customer's independent, third-party auditor that is not a competitor of Gearset) a copy of Gearset's then most recent Audit Report or the summary results, as appropriate. Within such request, the Customer shall be entitled to ask reasonable questions of Gearset related to its compliance with the terms of this DPA and Data Protection Laws and Regulations, and Gearset shall use its reasonable endeavors to respond adequately when providing the Audit Report. Upon reasonable request of Customer, Gearset shall make available all information in its possession reasonably necessary to demonstrate its compliance with the Data Protection Laws and Regulations.
- 6.4 **Sub-processor Audits.** No more than once during any consecutive 12-month period, on the Customer's written request, Gearset will exercise such relevant audit rights that it may have in connection with its Sub-processors' compliance with their obligations regarding their processing of Personal Data, and provide the Customer with a summary of the audit results or, in the event that Gearset has recently exercised such rights for another customer, it shall provide to the Customer a summary of the most recent audit results.
- 6.5 **Customer's Right to Audit.** In the event that the information provided in accordance with this clause 6 is insufficient to reasonably demonstrate compliance, Gearset shall permit Customer to inspect or audit the technical and organizational measures of Gearset for the purposes of monitoring compliance with Gearset's obligations under this DPA. Any such audit or inspection shall be: (i) at Customer's expense; (ii) limited in scope to matters specific to Customer; (iii) agreed in advance between the parties in writing, including scope, duration, and start date; (iv) conducted in a way that does not interfere with Gearset's day-to-day business; during local business hours of Gearset and, upon not less than twenty (20) business days advance written notice unless, in Customer's reasonable belief an identifiable, material non-conformance has arisen; (v) limited to no more than once per any twelve (12) calendar month period, except if (a) required by instruction of a competent Regulator; or (b) in case of a Personal Data Incident; and (vi) subject to the confidentiality obligations in the Agreement or, where a third-party auditor conducts the audit, such third-party auditor must be a professional bound by a duty of confidentiality or subject to a suitable non-disclosure agreement.

7 Incident Management and Notification

- 7.1 Gearset shall notify Customer promptly and without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by Gearset or its Sub-processors of which Gearset becomes aware (a "**Personal Data Incident**").
- 7.2 Gearset shall make reasonable efforts to identify the cause of any Personal Data Incident and take those steps as Gearset deems necessary and reasonable to remediate the cause of such a Personal Data Incident to the

extent the remediation is within Gearset's reasonable control.

- 7.3 The notice to be provided pursuant to clause 7.1 above shall detail, to the extent relevant and reasonably available to Gearset at the time, and to the extent sharing of such detail is not prohibited by law enforcement:
- 7.3.1 The date and time of the Personal Data Incident;
 - 7.3.2 The cause of the Personal Data Incident, if known;
 - 7.3.3 The categories and approximate number of records of Personal Data affected;
 - 7.3.4 The likely consequences of the Personal Data Incident;
 - 7.3.5 The measures taken, or proposed to be taken, by Gearset to address and remediate the cause of the Personal Data Incident; and
 - 7.3.6 The name and contact details of the person from whom more information can be obtained.
- 7.4 Gearset shall keep Customer reasonably updated of any material developments to its investigation, handling and remediation of the Personal Data Incident, and Customer and Gearset shall reasonably co-operate to mitigate the risk to each party and the affected Data Subjects.
- 7.5 The obligations in this clause 7 shall not apply to incidents that are caused by Customer or its Authorised Users, or by access to the Services in breach of clause 4 (Use of Services and Documentation, Customer Obligations) of the Agreement, unless and until the Customer has notified Gearset that they constitute a Personal Data Incident in which case Gearset shall provide the Customer with reasonable assistance (at Customer's cost) in investigating the information set out in clause 7.3 above.

8 Return and Deletion of Personal Data

- 8.1 Upon termination or expiry of the Agreement, Gearset shall, at Customer's election, delete or return to Customer all relevant Personal Data (including copies) in Gearset's possession, save to the extent that Gearset is required by any applicable law to retain some or all of the Personal Data.

9 Limitation of Liability

- 9.1 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to clause 11 of the Agreement (Limitation of Liability).

10 Transfer Mechanisms

- 10.1 **International Transfers.** It is acknowledged and accepted by Customer that Gearset provides a hosted service which can operate in data centres in various locations around the world, as selected by Customer through the Software. As such, Gearset may transfer Personal Data outside of the UK and EEA as part of its hosting and disaster recovery processes. Customer acknowledges and consents to Gearset transferring Personal Data outside of the UK and EEA for the purposes of providing the Services, provided that any such transfer meets the relevant requirements under the applicable Data Protection Laws and Regulations.
- 10.2 **Data Transfer Provisions.** The Data Transfer Provisions will apply, as applicable, to transfers of Personal Data outside the UK or EEA, whether directly or via onward transfer, where the transfer is: (i) to or within a country not recognized by the UK Government (in the case of transfers made pursuant to the UK GDPR) or European Commission (in the case of transfers made pursuant to the GDPR) as providing an adequate level of protection

for personal data; and (ii) no other appropriate safeguard for such transfer as set out in Article 46 of the GDPR is applicable to such transfer. Agreement to this DPA will constitute agreement to the applicable the Data Transfer Provisions, which shall be incorporated into this DPA by reference. Where the Data Transfer Provisions apply pursuant to this clause 10.2, then in the event of any inconsistency (but not a direct conflict) between the terms of this DPA and the Data Transfer Provisions, the terms of this DPA will prevail. In the event of a direct conflict between the terms of this DPA and the Data Transfer Provisions, the terms of the Data Transfer Provisions will prevail.

- 10.3 **Hosting Regions.** It is acknowledged and accepted that Gearset's cloud-based Services are provided through Amazon Web Services ("AWS") data centres in specific hosting regions (each an "AWS Hosting Region"), as selected by Customer through the Software. Save as to the extent that the Additional Product and Location Specific terms apply, once the AWS Hosting Region is selected, all Personal Data Processed by Gearset on behalf of Customer is stored in and processed through AWS data centres solely in that AWS Hosting Region. Gearset agrees that if the AWS Hosting Region selected by Customer is changed or to be changed by Gearset, then it shall notify Customer promptly and Customer may select another AWS Hosting Region made available by Gearset. In the event that Customer does not agree to any such change, it may terminate the Agreement with immediate effect and Gearset shall provide a pro-rata refund of any Subscription Fee paid for Services paid for but not yet rendered.

11 General Provisions

- 11.1 Except as amended by this DPA, the Agreement will remain in full force and effect.
- 11.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will take precedence.
- 11.3 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.
- 11.4 This DPA will automatically terminate on the termination or expiry of the Agreement, save to the extent that Gearset retains Personal Data in accordance with clause 8 for which this DPA shall continue to apply for as long as such Personal Data is retained.

List of Schedules

Schedule 1: Details of the Processing

Schedule 2: EU to Third Country Transfers

Schedule 3: UK International Transfer Addendum to the EU SCCs

SCHEDULE 1 – DATA PROCESSING APPENDIX

1. Data Controller/importer

Data Controller/importer is the legal entity specified as Customer in the Agreement/DPA.

2. Data Processor/exporter

Gearset Limited, a provider of enterprise DevOps software and cloud services.

3. Nature and Purpose of Processing

Gearset will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

4. Duration of Processing

Subject to clause 8 of the DPA, Gearset will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

5. Categories of Data Subjects

Customer may submit Personal Data to Gearset, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

6. Categories of Personal Data

Customer may submit Personal Data to Gearset, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data

- Localisation data

7. Sensitive Data (if appropriate)

Customer may submit special categories of data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

8. Frequency of the Transfer

Determined by Customer, in line with its use of the Software.

9. Sub-Processor Transfers

As set out at clause 5 of the DPA.

10. Competent Supervisory Authority

Except where Schedule 2 applies, The UK Information Commissioner.

Where Schedule 2 applies, The Irish Data Protection Commissioner.

11. Technical and Organisational Measures

As set out in the Security, Privacy and Architecture Documentation, and accessible at www.gearset.com/security or otherwise made available by Gearset. Gearset will not materially decrease the overall security of the Services during the term of the Agreement.

SCHEDULE 2 – EU TO THIRD COUNTRY TRANSFERS

1. Incorporation of the EU SCCs

- 1.1. To the extent the transfer is made pursuant to the GDPR, this Schedule 2 and the following terms shall apply:
- 1.1.1. Module 4 of the EU SCCs, and no other optional clauses unless explicitly specified, are incorporated into this Schedule 2 as if they had been set out in full in the case where the exporter is a Processor, the importer is a Controller and the transfer requires such additional protection.

2. Clarifications to the EU SCCs

- 2.1. **Module 4 clarifications.** For the purposes of clause 8.1(d) of the EU SCCs, at the end of the provision of the processing services the importer shall delete all Personal Data and shall certify to the exporter that it has done so, if requested to provide such certification by the exporter in writing.
- 2.2. **Governing Law and Jurisdiction.** For the purposes of clauses 17 and 18 of the EU SCCs, the laws and courts of Ireland shall apply.

3. Appendices and Annexures to the EU SCCs

- 3.1. The processing details required by the EU SCCs are set out in Schedule 1:
- 3.1.1. the details required at Annex 1.A of the EU SCCs are set out at paragraphs 1 - 2;
- 3.1.2. the details required at Annex 1.B of the EU SCCs are set out at paragraph 3 - 9;
- 3.1.3. the details required at Annex 1.C of the EU SCCs are set out a paragraph 10; and
- 3.1.4. the details required at Annex 2 of the EU SCCs is set out at paragraph 11.

SCHEDULE 3 – UK INTERNATIONAL TRANSFER ADDENDUM TO THE EU SCCS

Part 1

1. **Parties.** As set out in Schedule 1.
2. **Selected SCCs, Modules and Clauses**
 - 2.1. Module 4 of the EU SCCs and no other optional clauses unless explicitly specified, and as amended by the clarifications in Schedule 2, paragraph 2, but subject to any further amendments detailed in this Schedule 3.
 - 2.2. Personal data received from the importer is not combined with personal data collected by the exporter.

3. **Appendix Information**

The processing details required by this Addendum are as set out in paragraph 3 of Schedule 1.

4. **Termination of the Addendum**

In the event the template Addendum issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the DPA 2018 on 2 February 2022, as it is revised under Section 18 is amended, either party may terminate this Addendum on written notice to the other in accordance with Table 4 and paragraph 19 of the UK Addendum and replace it with a mutually acceptable alternative.