APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

Supplementary agreement to the EU standard contract clauses (SCC)

In modification of Annex Clause 4f of the SCC, the parties agree that, not only in the case of transfers of special categories of personal data, but also in case of any transfer of personal data (before or as soon as possible after the transfer), the data subject shall be informed that his or her data will be transferred to a third country which does not provide an adequate level of protection within the meaning of Directive (EU) 2016/679.

In modification of Annex Clause 5d i of the SCC, the parties agree that the data importer agrees and guarantees to inform not only the data exporter but also the data subject without undue delay of any legally binding request by an enforcement authority to transfer the personal data. Should this disclosure of information be prohibited by other means, for example by a criminal law prohibition to maintain the secrecy of the investigation in criminal investigations, the data importer must inform the data exporter immediately so that the data exporter can contact the competent supervisory authority and clarify the further procedure.

In addition to Annex Clause 5 d of the SCC, the parties agree that the data importer agrees and guarantees that the data importer will take legal action against any disclosure of personal data and will refrain from disclosing personal data to the respective authorities until the data importer has been finally ordered to disclose the data by a competent court of law.

In an amendment to Clause 7(1), the parties agree to repeal Clause 7(1)(a) so that only Clause 7(1)(b) applies, according to which the data importer shall accept a decision by the data subject only if the courts of the Member State in which the data exporter is established have dealt with the dispute.

In addition, the parties agree to the following compensation clause as binding (following the example in Annex 2 of the SCC):

Liability

The parties agree that if one party is held liable for a breach of the clauses committed by the other party, the second party will compensate the first party for all costs, damages, expenses and losses incurred by the first party to the extent that the second party is liable.

The compensation shall be subject to

(a) the data exporter immediately notifies the data importer of any claim for compensation; and

(b) the data importer has the opportunity to cooperate with the data exporter in defending the claim for damages or agreeing on the amount of damages.

DATA EXPORTER: …………………………..

Name: ……………………….

Authorised Signature………………………….

DATA IMPORTER: ……………………………

Name: ……………………….

Authorised Signature…………………………..