

***Standard Contractual Clauses for compliance and implementation of safeguards in accordance with applicable data protection legislation and regulations***

As set out in the relevant general terms and conditions, which this document forms a binding part of the relevant terms within which it included (the **Terms**), with respect to transfers of Personal Data to an importer in a Third Country that is not yet considered adequate by relevant data protection supervisory authorities, the standard contractual clauses (SCCs) available at the link(s) selected below are deemed to be appended to the Terms and binding on the Parties in order to comply with the relevant data protection laws and regulations.

For the purposes of export and import of personal data exchanged under the Terms, any Parties subject to the Terms may in the appropriate circumstance be deemed to be exporters and importers of each other's data, and shall comply with the SCCs accordingly.

[DIFC SCCs](#)

For the purposes of Clause 9(1)(a), the Parties agree to Option 1  Option 2

For the purposes of Clause 9(2)(a), the Parties agree to Option 1  Option 2

[EU SCCs](#)

Module 2 is selected to apply to Clauses 8, 9, 10 and 12

Clauses 11, 13, 14, 15, 17 and 18 apply all relevant Modules as set out in the link to the EU SCCs above

Member State governing law and jurisdiction is that of the relevant, EU-based Party.

[UK SCCs](#) / Addendum

Appropriate selections and / or UK addendum for EU transfers to be completed and maintained as a written, electronic record by the Parties and shall be made available upon request.

OTHER SCCs (To be provided by Exporter or Importer)

**It is the sole responsibility of any Party hereto to conduct all relevant, applicable transfer impact assessments or other necessary due diligence.**

**ANNEX 1 TO THE STANDARD CONTRACTUAL CLAUSES (SCC) FOR PROCESSING PERSONAL DATA**

**Personal Data Being Processed**

**Data Subjects**

The Personal Data transferred concerns the following categories of Data Subjects (please specify):

- Employees       Clients / Customers       Suppliers
- Other Third Parties / Stakeholders

.....*Any relevant Party whose Personal Data is collected, processed and transferred to other Parties in line with the terms and purposes of the above Terms.* .....

**Categories of data**

The Personal Data transferred concerns the following categories (please specify):

- Accounts
- Administrative
- Advertising / Marketing
- Benefits, Grants, Loans
- Credit References
- Human Resources
- Law Enforcement / /Govt
- Legal Services
- Insurance Administration
- Pensions Administration
- Research and Development
- Other

...*OTHER:...**In order to fulfil the requests of individuals to share their Personal Data for the purposes of the Terms and any activities or functions set out in relevant privacy notices supplied by the Parties to the Terms. Individuals are advised to inspect for themselves the privacy notices of any third parties that may receive their Personal Data in line with the Terms.* .....

**Special categories of data (if any)**

**Special categories of 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 Personal Data transferred concern the following Special categories (please specify):

- Racial or ethnic origin
- Communal origin
- Political affiliations or opinions
- Religious or philosophical beliefs
- Criminal record
- Trade-union membership
- Health or sex life
- Genetic data and biometric data where it is used for the purpose of uniquely identifying a natural person

*Not applicable to the types and categories of Personal Data processed in accordance with the Terms, unless expressly required, and subsequently agreed in a written amendment to the Terms by the parties.*

**Processing operations**

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

Please describe the frequency of the transfer(s)

.....*On-going as per scope of processing activities set out under this Terms*.....

**Nature of the processing**

The Personal Data transferred will be subject to the following basic processing activities (please specify):

- Automated
- Semi-automated
- Fully integrated processing
- Manual

.....*All of the above have been selected to the extent these activities are undertaken in accordance with the purposes of the Terms.* .....

**Purpose(s) of the data transfer and further processing**

.....*To fulfil the Services provided under the above Terms, as expressed by the individuals who request such Services, information or other related, necessary activities.* .....

**Retention period for which the Personal Data will be processed, if any, and the criteria used to determine that period**

- Per Importer policy
- Per Exporter policy
- Per applicable laws and regulations
- Other

.....*Importer policy may apply where such policy exists, but if there is a conflict, Exporter and Importer will attempt to resolve it within a reasonable time period and agree such resolution in writing*.....

**For transfers to (Sub-) Processors, also specify subject matter, nature and duration of such further processing**

.....*Same purposes as set out herein. Any further processing, such as storage, storage in the cloud, or onward sharing of Personal Data that is undertaken outside of the agreed terms of the Terms is at the sharing Party's own risk, liability and must reflect the terms and requirements herein.* .....

**Identify whether any other competent supervisory authority/ies apart from the DIFC Commissioner of Data Protection may have jurisdiction over the processing covered by the Terms and these SCCs**

- EU – Member State supervisory authority to be determined as appropriate where applicable
- UK – as applicable
- Other

.....*To be designated by relevant Party if necessary* .....

## **ANNEX 2 TO THE SCCS – TECHNICAL AND ORGANISATIONAL MEASURES**

This Annex forms part of the SCCs and must be completed by the Parties.

### **Description of the technical and organisational security measures implemented by the Data Importer in accordance with these Clauses (or document/legislation attached):**

*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.*

### **Examples of possible measures:**

- *Measures of pseudonymisation and encryption of Personal Data*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services*
- *Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*
- *Measures for user identification and authorisation*
- *Measures for the protection of data during transmission*
- *Measures for the protection of data during storage*
- *Measures for ensuring physical security of locations at which Personal Data are processed*
- *Measures for ensuring events logging*
- *Measures for ensuring system configuration, including default configuration*
- *Measures for internal IT and IT security governance and management*
- *Measures for certification/assurance of processes and products*
- *Measures for ensuring data minimisation*
- *Measures for ensuring data quality*
- *Measures for ensuring limited data retention*
- *Measures for ensuring accountability*
- *Measures for allowing data portability and ensuring erasure*
- *Review of DIFC [EDMRI](#) and completion of [EDMRI+ due diligence tool](#) regarding importer compliance risk*

**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**

*...Where transfers to Sub-processors occur, the exporter making the transfer will apply and ensure the flow down to the Sub-processor of technical and organisational measures such as ISO 27001, Dubai Information Security Regulations, or similar, by default and in the absence of or in addition to any other policies, logical security measures, etc. ....*

**ANNEX 3: LIST OF PROCESSORS OR SUB-PROCESSORS**

Where applicable, Processors or Sub-processors that the Controller / Exporter has authorised for processing operations set out in Annexes 2 and 3 above must be made available to Data Subjects or Supervisory Authorities upon request.