

PROCESSING PARTICULARS AND STANDARD CONTRACTUAL CLAUSES

PART A - EU SCCS

- 1 INCORPORATION OF THE EU SCCS**
- 1.1 Customer acknowledges and agrees that Lucinity and its sub-processors may process personal data outside of the EEA or UK in non-adequate countries. Lucinity will abide by the requirements of the Data Protection Legislation regarding the transfer and processing of personal data from the EEA or UK. Lucinity will ensure that all transfer of personal data to a third country or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR or UK GDPR. In the case of international transfer between Customer and Lucinity, this Part A and the following terms shall apply: Module 2 of the EU SCCs, and no other optional clauses unless explicitly specified, are incorporated into this Part A as if they had been set out in full in the case where the exporter is a Controller, the importer is a Processor and the transfer requires such additional protection.
- 2 CLARIFICATIONS TO THE EU SCCS**
- 2.1 **Deletion of data.** For the purposes of clause 8.5 of the EU SCCs (Duration of processing and erasure or return of data), the parties agree as follows: 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 **Auditing.** The parties acknowledge that the importer complies with its obligations under clause 8.9 of the EU SCCs (Documentation and compliance) by exercising its contractual audit rights it has agreed with its sub-processors.
- 2.3 **Sub-Processors.** For the purposes of clause 9 of the EU SCCs (Use of sub-processors), the Customer approves Lucinity's use of third-party processors, including the ones listed in Lucinity's Trust Report. Before adding or removing sub-processors, Lucinity will notify the Customer for possible objections. If unresolved within 30 days, the Agreement can be terminated by either Party. Lucinity will ensure that its sub-processors are subject to written agreements that align with Lucinity's contractual obligations.
- 2.4 **International Transfer Assessments.** For the purposes of clause 14(c) of the EU SCCs (Local laws and practices affecting compliance with the Clauses) the exporter has been provided with a transfer impact assessment by the importer which the exporter accepts as sufficient to fulfil the importer's obligations pursuant to clause 14(c) and 14(g). The exporter acknowledges that it has been provided with the security measures applied to the Personal Data and approves such measures as being in compliance with the EU SCCs.
- 2.5 **Best Efforts Obligations.** For the purposes of clauses 14(c), 15.1(b) and 15.2 of the EU SCCs (Local laws and practices affecting compliance with the clauses) the parties agree that "best efforts" and the obligations of the importer under clause 15.2 shall mean exercising the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a leading practice engaged in a similar type of undertaking under the same or similar circumstances and shall not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant Jurisdiction.
- 2.6 **Competent Supervisory Authority.** For the purposes of clause 13 of the EU SCCs, the competent Supervisory Authority shall be:
- 2.6.1 If the exporter is established in an EU Member State: The Irish Data Protection Commissioner;
- 2.6.2 where the exporter is not established in an EU Member State and has appointed a representative pursuant to Article 27(1) GDPR, it shall notify the importer of this and the EU Member State in which the exporter's representative is appointed shall be the competent Supervisory Authority; and
- 2.6.3 where the exporter is not established in an EU Member State, but falls within the territorial scope of Article 3(2) GDPR but has not appointed a representative pursuant to Article 27(1) GDPR: the exporter shall notify the importer of its chosen competent supervisory authority, which must be the Supervisory Authority of an EU Member State in which the Data Subjects whose personal data is transferred under the EU SCCs in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.
- 2.7 **Governing Law & Jurisdiction.** For the purposes of clauses 17 and 18 of the EU SCCs, the parties agree that the governing law shall be where the exporter is established. If those laws do not allow for third party rights, the law of Ireland shall apply.

3 PROCESSING PARTICULARS FOR THE EU SCCS

The Parties

Exporter (Controller): Customer

Importer (Processor): Lucinity

Description Of Data Processing

Categories of data subjects: Employees and customers of the Data Controller as included in the Customer Data.

Categories of personal data transferred:

- **Employees of the Data Controller:** Names, identification number, system transactional data (audit log files)
- **Customers of the Data Controller:** Name, KYC data, contact information, communication, business history, accounts, financial transactions, auditing data, etc.

Sensitive data transferred: Not applicable

Frequency of the transfer: Continuous

Nature of the processing: Transfer and storage

Purpose of the processing: For the performance of the Services under the Agreement

Duration of the processing: The duration of the Agreement

Sub-Processor Transfers: The sub-processors Lucinity has engaged to process any personal data on the Customer's behalf in connection with use of the Software and/or Services and are listed in the Trust Report.

Competent Supervisory Authority: As set out at paragraph 2.7.

Technical and Organisational Measures: As set out at <https://security.lucinity.com/>.

PART B – UK ADDENDUM

- 1. PARTIES**
As set out in Part A.
- 2. SELECTED SCCS, MODULES AND CLAUSES**
Module 2 of the EU SCCs and no other optional clauses unless explicitly specified, and as amended by the clarifications in Part A, paragraph 2, but subject to any further amendments detailed in this Part B.
- 3. APPENDIX INFORMATION**
The processing details required by the UK Addendum are as set out in Part A paragraph 3.
- 4. TERMINATION OF THE UK ADDENDUM**
In the event the template UK 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 Part B 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.