



## ANNEX 2 – INTERNATIONAL DATA TRANSFERS

The following additional provisions apply to the Terms and Conditions. References to “Clue” below are references to Clue Computing Company Limited.

Clause number	Heading	Provision
1.	Definitions	<p>The additional definitions in this clause apply to Annex 2. Words and expressions used in the Terms and Conditions shall have the same meanings when used in this Annex 2.</p> <p><b>“Adequate Country”</b> means a country or territory recognised as providing an adequate level of protection for Personal Data under an adequacy decision made from time to time by (as applicable) (i) the Information Commissioner’s Office (“ICO”) and/or under applicable UK law (including the UK GDPR), or (ii) the European Commission under the GDPR.</p> <p><b>“EU SCCs”</b> means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the approved version of which is available at <a href="http://data.europa.eu/eli/dec_impl/2021/914/oj">http://data.europa.eu/eli/dec_impl/2021/914/oj</a>), including the applicable module (EU C2P) along with the corresponding appendices, and which forms part of the Agreement.</p> <p><b>“Process”</b> or <b>“Processes”</b> shall have the meanings given in the Data Protection Laws.</p> <p><b>“Restricted Transfer”</b> means a transfer of Personal Data (i) from the Customer to Clue, or (ii) from Clue to the Customer, to a third party recipient as instructed by the Customer, or to an authorised Clue sub-processor in accordance with the Agreement, in each case where such transfer is not to an Adequate Country and would be prohibited by applicable Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of any adequate data transfer mechanism in accordance with Data Protection Laws.</p> <p><b>“Third Country”</b> means a country that is not an Adequate Country.</p>



		<p>"UK Approved Addendum" means the template Addendum B.1.0, to the EU SCCs issued by the UK Information Commissioner's Office in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Approved Addendum (the approved version of which is available at <a href="https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf">https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf</a>) together with the mandatory clauses of the UK Approved Addendum and the applicable modules and the corresponding appendices of the EU SCCs.</p>
2.	Data Transfer mechanisms	<p>(1) The Customer acknowledges that, in respect of the provision of Services by Clue from the United Kingdom, that for the purposes of applicable Data Protection Laws, the United Kingdom is recognised as an Adequate Country.</p> <p>(2) In the event that the provision of Services in accordance with the Agreement results in a Restricted Transfer taking place by the Customer to Clue or from Clue to the Customer, the terms of the EU SCCs (C2P) and/or the UK Approved Addendum shall apply, as applicable, between the Parties to enable each Party to comply with the requirements of the Data Protection Laws.</p> <p>(3) In the event the United Kingdom is no longer an Adequate Country for Personal Data subject to the GDPR resulting in a Restricted Transfer taking place, or where Clue makes a Restricted Transfer in accordance with the Agreement, this will be carried out in accordance with the EU SCCs (C2P) and the UK Approved Addendum, which terms shall apply between the Parties as applicable, or where other appropriate mechanisms or safeguards have first been put in place, and which will enable each Party to comply with the requirements of the Data Protection Laws.</p>
3.	EU C2P (Module Two)	The EU C2P Clauses shall be interpreted as follows:



		<ol style="list-style-type: none"><li>(1) Clue will comply with clause 8.6 (a) (Security of processing) of the EU SCCs as described in the following platform <a href="https://app.safebase.io/portal">https://app.safebase.io/portal</a>.</li><li>(2) The Customer may exercise its right of audit under clause 8.9 of the EU SCCs and as set out in clause 11 of the Terms and Conditions.</li><li>(3) The optional Clauses 7 (Docking clause) and the option in Clause 11a (Independent Dispute Resolution) of the EU SCCs shall not apply.</li><li>(4) Clause 9 (a) of the EU SCCS (Option 2, general authorisation of sub-processors) shall apply and these are listed in clause 30 of the Terms and Conditions (hosting by Clue), and with regard to notifying the Customer of any intended additional or replacement sub-processors not less than 14 days' advanced notification shall be given.</li><li>(5) Clue may provide copies of sub-processor agreement (as amended) under clause 9 (c) of the EU SCC's by providing Customer with a hyperlink to such information.</li><li>(6) For the purposes of Clause 17 (governing law) the Parties agree that this shall be the law of Ireland, subject to Clause 15 of the UK Approved Addendum.</li><li>(7) For the purpose of Clause 18 (choice of forum and jurisdiction) the parties agree that those shall be the courts of Ireland, subject to Clause 15 of the UK Approved Addendum.</li><li>(8) For the purposes of the Appendix, Annex I, (A, list of parties) unless otherwise agreed, the data exporter shall be the Customer as set out in the Order, and the data importer shall be Clue Computing Company Limited (company number 01715616), with the parties' details as set out in the Order.</li><li>(9) For the purposes of the Appendix, Annex I (B, description of transfer, and sensitive data transferred), this is as set out in clause 30 of the Terms and Conditions (hosting by Clue) or clause 29 of the Terms and Conditions (not hosted by Clue). Transfers shall be made on a continuous basis and the period for which the Personal Data shall be retained shall be the duration of the Agreement.</li><li>(10) Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the EU Standard Contractual Clauses.</li></ol>
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4.	UK Approved Addendum	<p>To the extent applicable in respect of any Restricted Transfer or processing of Personal Data subject to the UK GDPR, for the purposes of the UK Approved Addendum:</p> <p>(13) The Parties' details required for Table 1 are set out in the Order and the Start date shall be the Commencement Date of the Agreement;</p> <p>(14) For the purposes of Table 2, the version of the Approved EU SCCs to which the UK Approved Addendum is appended are Module 2 (Controller to Processor)</p> <p>(15) For the purposes of Table 3, the list of Parties are set out in the Order, and the description of the transfer including the categories of Personal Data are set out either in clause 30 of the Terms and Conditions (hosting by Clue) or clause 29 of the Terms and conditions (not hosted by Clue) as applicable, and the technical and organisational measures required by Annex II are set out at <a href="https://app.safebase.io/portal">https://app.safebase.io/portal</a> and the list of Sub processors required by Annex III are set out in clause 30 of the Terms and Conditions (hosting by Clue).</p> <p>(16) For the purposes of Table 4, "Ending the Addendum when the Approved Addendum changes", neither Party will be entitled to terminate the UK approved Addendum as set out in Section 19 of the mandatory clauses to the UK Approved Addendum.</p>