

Data Processing Agreement

DATE

23rd December 2020

PARTIES

1. SorryApp Ltd, a company incorporated in England and Wales (registration number 09036295) having its registered office at Mclarens, Penhurst House, 352-6 Battersea Park Road, London, England, SW11 3BY (the "**Processor**"); and
2. (the "**Controller**").

Name of the Controller organisation:	Censornet Ltd
Registration Number:	05518629
Address:	Highlands House Basingstoke Road, Spencers Wood, Reading, Berkshire, England, RG7 1NT

AGREEMENT

1. Definitions

- 1.1 In this Agreement, except to the extent expressly provided otherwise:

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Controller Personal Data**" means any Personal Data that is processed by the Processor on behalf of the Controller under or in relation to this Agreement;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Controller Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679)];

"Effective Date" the date of execution of this Agreement;

"Main Contract" means the contract between the parties, as it may be amended and updated from time to time;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom;

"Schedule" means any schedule attached to the main body of this Agreement; and

"Term" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2.

2. Supplemental

2.1 This Agreement supplements the Main Contract.

2.2 Any capitalised terms that are:

- (a) used in this Agreement;
- (b) defined in the Main Contract; and
- (c) not defined in this Agreement,

shall in this Agreement have the meanings given to them in the Main Contract.

2.3 If there is a conflict between this Agreement and the Main Contract, then this Agreement shall take precedence.

2.4 This Agreement shall automatically terminate upon the termination of the Main Contract.

2.5 The Main Contract shall automatically terminate upon the termination of this Agreement.

3. Term

3.1 This Agreement shall come into force upon the Effective Date.

3.2 This Agreement shall continue in force indefinitely, at the beginning of which this Agreement shall terminate automatically, subject to termination in accordance with Clause 2.4, 2.5 or 6 or any other provision of this Agreement.

4. Data protection

4.1 The Processor shall comply with the Data Protection Laws with respect to the processing of the Controller Personal Data.

4.2 The Controller warrants to the Processor that it has the legal right to disclose all Personal Data that it does in fact disclose to the Processor under or in connection with this Agreement.

- 4.3 The Controller shall only supply to the Processor, and the Processor shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Paragraph 1 of Schedule 1 (Data processing information) and of the types specified in Paragraph 2 of Schedule 1 (Data processing information); and the Processor shall only process the Controller Personal Data for the purposes specified in Paragraph 3 of Schedule 1 (Data processing information).
- 4.4 The Processor shall only process the Controller Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 4.
- 4.5 The Processor shall only process the Controller Personal Data on the documented instructions of the Controller including with regard to transfers of the Controller Personal Data to any place outside the European Economic Area), as set out in this Agreement or any other document agreed by the parties in writing.
- 4.6 The Processor shall promptly inform the Controller if, in the opinion of the Processor, an instruction of the Controller relating to the processing of the Controller Personal Data infringes the Data Protection Laws.
- 4.7 If the Controller agrees in writing to any transfer of Controller Personal Data to any place outside the European Economic Area then, unless the Controller agrees otherwise in writing, such transfer shall be made under the standard contractual clauses set out in Schedule 2 (Model contractual clauses).
- 4.8 Notwithstanding any other provision of this Agreement, the Processor may process the Controller Personal Data if and to the extent that the Processor is required to do so by applicable law. In such a case, the Processor shall inform the Controller of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 4.9 The Processor shall ensure that persons authorised to process the Controller Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.10 The Processor and the Controller shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Controller Personal Data.
- 4.11 The Processor must not engage any third party to process the Controller Personal Data without the prior specific or general written authorisation of the Controller. In the case of a general written authorisation, the Processor shall inform the Controller at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Controller objects to any such changes before their implementation, then the Controller may terminate this Agreement on 7 days written notice to the Processor, providing that such notice must be given within the period of 7 days following the date that the Processor informed the Controller of the intended changes. The Processor shall ensure that each third party processor is subject to the equivalent legal obligations as those imposed on the Processor by this Clause 4.

The Controller shall be duly authorised by the Client by entering into the Data Processing Agreement, in the name and on behalf of the Client, to

supplementary conclude the "STANDARD CONTRACTUAL CLAUSES (PROCESSORS, Commission Decision of 5 February 2010, (2010/87/EU) - referred to as Standard Contract)" with the sub-processor of the Processor on behalf of the Client.

In the event that the European Union drafts a standard contract which reflects the constellation of this contract (controller – processor – sub-processor), the parties agree that this agreement should apply between them instead of the standard contract used until then.

- 4.12 As at the Effective Date, the Processor is hereby authorised by the Controller to engage, as sub-processors with respect to Controller Personal Data, the third parties identified in Paragraph 5 of Schedule 1 (Data processing information).
- 4.13 The Processor shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Controller with the fulfilment of the Controller's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 4.14 The Processor shall assist the Controller in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Processor shall report any Personal Data breach relating to the Controller Personal Data to the Controller within 24 hours following the Processor becoming aware of the breach. The Processor may charge the Controller for any work performed by the Processor at the request of the Controller pursuant to this Clause 4.14.
- 4.15 The Processor shall make available to the Controller all information necessary to demonstrate the compliance of the Processor with its obligations under this Clause 4 and the Data Protection Laws.
- 4.16 The Processor shall, at the choice of the Controller, delete or return all of the Controller Personal Data to the Controller after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 4.17 The Processor shall allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller in respect of the compliance of the Processor's processing of Controller Personal Data with the Data Protection Laws and this Clause 4. The Processor may charge the Controller for any work performed by the Processor at the request of the Controller pursuant to this Clause 4.17.
- 4.18 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such

variations to this Agreement as may be necessary to remedy such non-compliance.

5. Limits upon exclusions of liability

5.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

6. Termination

6.1 Either party may terminate this Agreement by giving to the other party at least 30 days written notice of termination.

6.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

6.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

7. Effects of termination

- 7.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 2.2, 2.3, 4.1, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 5, 7, 9 and 10.
- 7.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

8. Notices

- 8.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods using the relevant contact details set out in Clause 8.2:
- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
 - (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,
- providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 8.2 The parties' contact details for notices under this Clause 8 are as follows:
- (a) in the case of notices sent by the Controller to the Processor, *SorryApp Ltd, Mclarens, Penhurst House, 352-6 Battersea Park Road, London, England, SW11 3BY*; and
 - (b) in the case of notices sent by the Processor to the Controller,
- 8.3 The addressee and contact details set out in Clause 8.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 8.

9. General

- 9.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 9.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the

parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 9.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 9.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 9.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 9.6 Subject to Clause 5, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 9.7 This Agreement shall be governed by and construed in accordance with English law.
- 9.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

10. Interpretation

- 10.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 10.2 The Clause headings do not affect the interpretation of this Agreement.
- 10.3 References in this Agreement to "calendar months" are to the 12 named periods January, February and so on into which a year is divided.
- 10.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

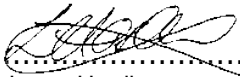
EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY Robin Geall on *23rd December 2020*, the Processor, duly authorised for and on behalf of the Processor]:



SIGNED BY THE CUSTOMER, the Controller, duly authorised for and on behalf of the Controller]:



Laura Harding

..... Date *23 December 2020*.....

SCHEDULE 1 (DATA PROCESSING INFORMATION)

1. Categories of data subject

Any individual: (i) whose information is stored on or collected via Sorry, or (ii) to whom Users send emails or otherwise engage or communicate with via Sorry (collectively, "Subscribers").

2. Types of Personal Data

Subscribers: identification and contact data (name, contact details, including email address and phone number), IT information (IP addresses, usage data, cookies data, online navigation data, location data, browser data).

3. Purposes of processing

Subscribers: Notification of service status updates posted through the service by the Customer to which the Subscriber is associated.

4. Security measures for Personal Data

Sorry will take all reasonable steps to ensure that personal information is encrypted in transit and at rest, treated with respect and care.

5. Sub-processors of Personal Data

<i>Entity Name</i>	<i>Corporate Location</i>
Twilio, Inc	United States
Mailchimp (The Rocket Science Group LLC)	United States
Mailgun Technologies, Inc	United States
Slack Technologies Limited	Ireland
<i>Postmark</i> (Wildbit, LLC)	United States
Amazon Web Services EMEA SARL	Luxembourg
Heroku (salesforce.com, Inc)	United States
Section, Inc	United States

SCHEDULE 2 (STANDARD CONTRACTUAL CLAUSES)

Notes:

The standard contractual clauses still refer to the Data Protection Directive 95/46/EC. They are still valid until the EU Commission provides a new GDPR version and withdraws its approval of this version.

You must not make any changes to the standard contractual clauses to change references from the Directive to the GDPR.

In any case, there is a provision in the GDPR which means that references to the Directive in these standard contractual clauses are read as references to the GDPR.

Parties	
Name of the data exporting organisation:	Censornet Ltd
Address	Highlands House Basingstoke Road, Spencers Wood, Reading, Berkshire, England, RG7 1NT
Telephone	+44 (0)845 230 9590
Fax	
Email	laura.harding@censornet.com
Other information needed to identify the organisation	
	(the data exporter)
	And
Name of the data importing organisation:	SorryApp Ltd
Address	Mclarens, Penhurst House, 352-6 Battersea Park Road, London, England, SW11 3BY Country: United Kingdom
Telephone	+44 (0) 1273 917 517
Email	hello@sorryapp.com
Other information needed to identify the organisation	www.sorryapp.com
	(the data importer)

Clause 1. Definitions	<p>For the purposes of the Clauses:</p> <p>(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;</p>
	<p>(b) 'the data exporter' means the controller who transfers the personal data;</p>
	<p>(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;</p>
	<p>(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;</p>
	<p>(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;</p>
	<p>(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.</p>
Clause 2. Details of the transfer	<p>The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.</p>

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

Clause 3. Third-party beneficiary clause	
3(1)	The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
3(2)	The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3(3)	The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3(4)	The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.
Clause 4. Obligations of the data exporter	The data exporter agrees and warrants:
4(a)	that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

4(b)	that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
4(c)	that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
4(d)	that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
4(e)	that it will ensure compliance with the security measures;
4(f)	that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
4(g)	to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
4(h)	to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
4(i)	that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;
4(j)	that it will ensure compliance with Clause 4(a) to (i).

Clause 5. Obligations of the data importer²	The data importer agrees and warrants:
5(a)	to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
5(b)	that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
5(c)	that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
5(d)	that it will promptly notify the data exporter about: (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (ii) any accidental or unauthorised access; and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
5(e)	to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the

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Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

	transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
5(f)	at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
5(g)	to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
5(h)	that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
5(i)	that the processing services by the sub-processor will be carried out in accordance with Clause 11;
5(j)	to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.
Clause 6. Liability	
6(1)	The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
6(2)	<p>If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.</p> <p>The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.</p>

6(3)	If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.
Clause 7. Mediation and jurisdiction	
7(1)	The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
7(2)	The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.
Clause 8. Cooperation with supervisory authorities	The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
8(2)	The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
8(3)	The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9. Governing law	The Clauses shall be governed by the law of the Member State in which the data exporter is established.
Clause 10. Variation of the contract	The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.
Clause 11. Sub-processing	
11(1)	The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ³ . Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
11(2)	The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
11(3)	The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
11(4)	The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

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This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

<p>Clause 12. Obligation after termination</p>	
<p>12(1)</p>	<p>The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.</p>
<p>12(2)</p>	<p>The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.</p>
<p>Additional commercial clauses</p>	<p>The parties are able to add additional commercial clauses.</p> <p>When including additional commercial clauses, the parties should ensure that these clauses do not in any way:</p> <ul style="list-style-type: none"> • overlap with or contradict the standard contractual clauses; • reduce the level of protection which the data importer is required to provide for the personal data; or • reduce the rights of data subjects, or make it any more difficult for them to exercise their rights.

On behalf of the data exporter:

Name (written out in full): Laura Harding

Position: Commercial Operations Manager

Address: Highlands House Basingstoke Road, Spencers Wood, Reading, Berkshire, England, RG7 1NT

Other information necessary in order for the contract to be binding (if any):

Signature: 

On behalf of the data importer:

Name (written out in full):

Robin James Geall

Position:

Co-Founder & CEO

Address:

Mclarens, Penhurst House, 352-6 Battersea Park Road, London, England, SW11 3BY

Signature: 

Date of the Standard Contractual Clauses: 23/12/2020