

PARTIES

Customer and IFS (IFS entity as identified in the Data Processing Addendum)

KEY TERMS

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| 1. | <p>The Customer and IFS (together the “Parties”) are party to a Master Agreement, supplemented by a Data Processing Addendum.</p> <p>This Standard Contractual Clauses Addendum (“SCC Only Addendum”) is supplemental to and incorporated into the terms of the Data Processing Addendum and applies solely where: (i) the processing of EU Personal Data, Swiss Personal Data, and/or UK Personal Data in the course of providing the Services involves an international transfer subject to appropriate safeguards as set out in Article 46 of GDPR (or equivalent laws in the United Kingdom or Switzerland); and (ii) the Data Processing Addendum does not incorporate the Standard Contractual Clauses as defined in this SCC Only Addendum.</p> <p>If the Data Processing Addendum incorporates the standard contractual clauses adopted by the European Commission on the basis of Art.26(4) of Directive 95/46, or such clauses are otherwise in force between the Parties, then such clauses shall cease to be effective on the Effective Date.</p> <p>This SCC Only Addendum will be effective on 27 December 2022, whichever is the earlier (“Effective Date”) unless the Parties otherwise agree to enter into a revised Data Processing Addendum which contains the standard contractual clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914. The Parties acknowledge and agree that in the event that the Customer does not enter into such a revised Addendum by 27 December 2022 then the Customer’s continued receipt of services from IFS and payment of fees to IFS pursuant to the Master Agreement on or after that date shall be deemed agreement by the Customer to the provisions of this SCC Only Addendum and its incorporation into the current Data Processing Addendum as if the Customer had signed and dated this SCC Only Addendum.</p> |
| 2. | <p>The Customer and IFS each agree to comply with the obligations set out in the Standard Contractual Clauses as though they were set out in full in this SCC Only Addendum, with the Customer (for its own part and on behalf of each Controller referenced in Section 4.1 of the Data Processing Addendum) as IFS, itself and/or through any permitted Sub-processor outside of the EEA (including for the purpose of this agreement the United Kingdom), as the “data importer” (as those terms are defined in the Standard Contractual Clauses).</p> <p>The following provisions will be used to assist in the interpretation of the Standard Contractual Clauses incorporated as part of this SCC Only Addendum:</p> <ul style="list-style-type: none"> a. Annexes to the EU SCCs and the UK SCCs are as set out in Attachment 1; b. for the purposes of the EU SCCs: (i) Clause 9 Option 2 shall apply (general written authorisation) and the Parties agree that the time period for submitting notice of changes shall be 5 business days, (ii) Clause 17 Option 1 (governing law) shall apply and shall be governed by the laws of Sweden, and for (iii) Clause 18 (choice of forum and jurisdiction) the courts of Sweden shall have jurisdiction; c. information and documentation to be provided by the data importer to the data exporter under the Standard Contractual Clauses will be provided only upon Customer’s reasonable request, taking into account the nature of the Processing and the information available to IFS; d. audits under the Standard Contractual Clauses will be carried out in accordance with section 7 (Audits) of the Data Processing Addendum; e. any certification of deletion of Personal Data that is required under the Standard Contractual Clauses will be provided by the data importer to the data exporter only upon Customer’s request; f. IFS will only accept to Transfer and process any sensitive data as expressly agreed and set forth in the Annex 1 of Attachment 2; g. for the purpose of Clause 9(a) of the EU SCCs and subject to section 8 of the Data Processing Addendum, Customer (also on behalf of other Controllers referenced in section 4.1) hereby gives its general written consent, authorization and mandate to IFS to use Sub-processors for Processing of Personal Data solely for the purposes set forth in the Data Processing Addendum; and h. for Swiss Personal Data, the Data Transfer Agreement shall be deemed modified such that any reference to the GDPR shall refer to the Swiss Federal Acts on Data Protection 1992 and 2020, and the term ‘Member State’ shall not be interpreted in a way as to exclude Data Subjects in Switzerland from the possibility of enforcing their rights in their place of habitual residence in accordance with clause 18(c) of the Standard Contractual Clauses. |

Agreed by the Parties as of the Effective Date.

Attachment 1

Definitions & Interpretation

1. A defined term shall have the meaning given to it in the Data Processing Addendum unless otherwise defined in this SCC Only Addendum.

2. In this SCC Only Addendum:

“**EU Personal Data**” means the processing of Personal Data to which data protection laws of the European Union, or of a Member State of the European Union or European Economic Area were applicable prior to its processing by IFS.

“**Standard Contractual Clauses**” means:

- for UK Personal Data, the International Data Transfer Addendum to the EU SCCs, issued by the Information Commissioner in accordance with s.119A of the UK Data Protection Act 2018 but, as permitted by clause 17 of such addendum, the Parties agree to change the format of the information set out in the addendum so that (i) the details of the parties in table 1 shall be as set out in Annex 1 of the EU SCCs (with no requirement for further signature); (ii) for the purposes of table 2, the addendum shall be appended to the EU SCCs (including the modules and optional clauses noted below) and clause 10.5(b) below selects the option and timescales for clause 9; and (iii) the appendix information listed in table 3 shall be as set out in the Annexes to the EU SCCs (“**UK SCCs**”).
- for EU Personal Data, the standard contractual clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 including the text from Module 2 of such clauses, not including any clauses marked as optional, and as further described in Section 10.5 of this DPA (“**EU SCCs**”); and
- for Swiss Personal Data, the EU SCCs.

“**Swiss Personal Data**” means the processing of Personal Data to which the Swiss Federal Acts on Data Protection were applicable prior to its processing by IFS.

“**UK Personal Data**” means the processing of Personal Data to which data protection laws of the United Kingdom were applicable prior to its processing by IFS.

3. In the event of any conflict or inconsistency between:

- (a) the provisions of the Data Processing Addendum and this SCC Only Addendum, the provisions of this SCC Only Addendum shall prevail; and
- (b) the provisions of this SCC Only Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

Save as specifically modified and amended in this Addendum, or as set out in the Standard Contractual Clauses, all of the terms, provisions and requirements contained in the Data Processing Addendum shall remain in full force and effect and govern this Data Processing Addendum, including the rules of interpretation under the Agreement.