

PRIVACY AND DATA PROCESSING AGREEMENT - SCHEDULE 4

1. DEFINITIONS

- 1.1. **“California Personal Information”** means Personal Information relating to a Creator, or any other individual, who is a resident of California.
- 1.2. **“CIQ Personal Data”** means Personal Data disclosed by us to you about Creators and any other Personal Data processed by us for the purposes of making available the Platforms or otherwise processed in the course of providing the Services, excluding Customer Personal Data.
- 1.3. **“Creator”** means a user, creator, or influencer on social media whose information is added to any of the Platforms by you or us, or on your or our behalf.
- 1.4. **“Customer Data Files”** means data files you provide to us outside of the Platform in any format (e.g. csv files) for the purpose of us using such data in the performance of the Services.
- 1.5. **“Customer Personal Data”** means Personal Data added by you or on your behalf to any of your accounts on a Platform about Creators, and any other Personal Data made available by you to us or collected expressly on your behalf in connection with the Agreement, including without limitation Customer Data Files, but excluding CIQ Personal Data.
- 1.6. **“Data Incident”** means a breach of our security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data on systems managed by or otherwise controlled by us. Data Incidents will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- 1.7. **“Data Protection Laws”** means all state, national, or international laws and regulations relating to the processing of Personal Data and privacy, and where applicable binding guidance and codes of practice issued by a competent supervisory authority, including without limitation: (a) the EU General Data Protection Regulation (2016/679), including national implementing laws and regulations in any part of Europe (**“EU GDPR”**); (b) laws with similar effect in the United Kingdom including the EU GDPR as applicable in the UK and the UK Data Protection Act 2018 (collectively **“UK Data Protection Laws”**); (c) national laws implementing the EU Directive on Privacy and Electronic Communications (2002/58/EC), and any successor e-privacy legislation; (d) the California Consumer Privacy Act of 2018 (**“CCPA”**); (e) the privacy laws of any other US State; (f) the Canadian Personal Information Protection and Electronic Documents Act (**“PIPEDA”**); and (g) the Brazilian General Data Protection Law (**“LGPD”**), in each case as amended or superseded from time to time, including their implementing regulations, and always to the extent that they are in force and applicable to the activities referred to in the Agreement.
- 1.8. **“Europe”** means the European Economic Area (which comprises the European Union, Iceland, Liechtenstein, and Norway) plus, for the purposes of this Schedule, Switzerland.
- 1.9. **“European Personal Data”** means Personal Data relating to a Creator, or any other individual, who is located in Europe.

1.10. **"Personal Data"** or **"personal information"** means any information relating to identified or identifiable individuals; that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to, directly or indirectly, a particular individual, consumer, or household; or that is defined as "personal data," "personal information," "personally identifiable information" or any similar term under Data Protection Laws.

1.11. **"Platform"** means as applicable any of our platforms to which you have access and/or through which you receive the Services.

1.12. **"Services"** means the services to be provided by us under the Agreement.

1.13. **"UK Personal Data"** means Personal Data relating to a Creator, or any other individual, who is located in the United Kingdom.

Other capitalized terms have the meanings given to them in Schedule 2 to the Agreement.

2. GENERAL

2.1. Appendix 1 to this Addendum sets out further details regarding our processing of Customer Personal Data.

2.2. In performing the Agreement and providing and using the Platforms and Services, each Party shall comply with all applicable Data Protection Laws and the terms of the Agreement.

2.3. To the extent that CIQ Personal Data or Customer Personal Data includes California Personal Information, then the provisions of Part 1 of Appendix 2 shall also govern the receiving Party's receipt and use of such California Personal Information.

2.4. Where Customer Personal Data includes California Personal Information, then the provisions of Part 2 of Appendix 2 shall also govern the processing of such California Personal Information by us.

2.5. Where Customer Personal Data includes European Personal Data, then the provisions of Appendix 3 shall also govern transfers to and processing of such European Personal Data by us as applicable, and we shall be a controller or a processor as set out in that Appendix.

2.6. Where Customer Personal Data includes UK Personal Data, then the provisions of Appendix 3 including Annex I.B shall also govern transfers to and processing of such UK Personal Data by us as applicable, and we shall be a controller or a processor as set out in that Appendix.

3. CUSTOMER INSTRUCTIONS

3.1. We will process Customer Personal Data in accordance with your instructions and in accordance with this Schedule, unless we are required to process it for another purpose under any law to which we are subject.

3.2. You instruct us to process Customer Personal Data on your behalf: (a) to provide the Platforms and Services; (b) as further specified through your use of the Platforms and Services (including through use of preference options, such as searches, settings and other functionality of the Platforms and Services); (c) as documented in the Agreement; and (d) as further documented in any other written instructions given by you and acknowledged by us. If such other instructions require processing outside of the scope of the Services, then we may condition the acknowledgement described in (d) on the payment of additional fees or the acceptance of additional terms. If we cannot comply with your

reasonable instructions, you will be entitled to suspend the transfer of data and/or terminate the Agreement, and no Party shall have any liability to any other Party arising out of such suspension or termination.

3.3. We will inform you if, in our opinion, any of your instructions may infringe Data Protection Laws.

4. CONFIDENTIALITY

We shall ensure that our employees, agents and independent contractors who process Customer Personal Data are subject to an appropriate contractual or statutory obligation to keep Customer Personal Data confidential.

5. SECURITY / DATA INCIDENTS

5.1. We have implemented and will maintain industry-standard security measures for our information systems and security procedures appropriate to the nature of the information, to protect Confidential Information and Customer Personal Data against Data Incidents. Such procedures and practices shall be as further described in Schedule 5.

5.2. If a Data Incident occurs, we will inform you without undue delay after becoming aware of the Data Incident, including known information about the Data Incident.

5.3. We shall not make any press release or public communication concerning a Data Incident, except with your prior written approval or as otherwise required by Data Protection Laws.

5.4. We shall investigate, remedy and take any other action reasonably necessary in response to such Data Incident, and shall provide reasonable assistance to you (and any supervisory authority involved) in connection with it, including in relation to any notifications to be made to any third party. The decision over whether and how such notifications are to be made in relation to Customer Personal Data shall be made solely by you.

6. SUBPROCESSORS

6.1. You agree that we may use sub-processors to host and perform certain functions for the Platforms and Services, including but not limited to: data center hosting, processing infrastructure, data delivery, performance analytics, and (where part of the Services) payment processing.

6.2. You approve the use of the sub-processors in the list accessible at <https://creatoriq.com/legal/>. We will inform you of changes to such sub-processors via the process set out at <https://creatoriq.com/legal/>, or by email.

6.3. In any event, we will: (a) engage sub-processors in accordance with Data Protection Laws; (b) agree data protection obligations with such sub-processors that are no less protective than those set out in this Schedule and Schedule 5, and (c) notwithstanding the appointment of such sub-processors, remain liable for all our obligations under the Agreement and this Schedule and for the activities of such sub-processors in relation to Customer Personal Data.

7. INDIVIDUALS' RIGHTS

7.1. If you notify us that any person identified or identifiable in Customer Personal Data has made a valid request to exercise their rights under Data Protection Laws, we will enable you to comply with

such request through the applicable Platform and/or provide reasonable assistance to you regarding the action required and response to such request.

7.2. If we receive any request relating to Customer Personal Data directly from an individual, we shall pass it on to you for action and response and shall not respond directly except with your prior written approval or as otherwise required by Data Protection Laws.

8. ASSISTANCE

We will provide reasonable assistance to you with respect to the following:

8.1. compliance with your obligations under Data Protection Laws, including in relation to security measures and Data Incidents; and

8.2. any inquiry, subpoena or request for Personal Data, information, inspection or audit from a supervisory authority, received by us or you relating to the processing of Customer Personal Data (except where we are prohibited by law from disclosing the request to you).

9. DATA DELETION

9.1. Deletion by you. We will cooperate with requests from you to delete Customer Personal Data during the Term of the Agreement in a manner consistent with the functionality of the Platforms. We will enable you to delete such data or will directly comply with this instruction as soon as reasonably practicable and within a maximum period of thirty days, except to the extent any law applicable to us requires storage.

9.2. Deletion on Termination. On expiry of the Term of the Agreement, upon your request, we will:

(a) permit you during a reasonable time to download all Customer Personal Data from the Platforms; and/or

(b) delete all Customer Personal Data from our systems. We will comply with this instruction as soon as reasonably practicable and within a maximum period of thirty days, except as set forth in Section 9.3.

9.3 Exceptions. If we are prevented from destroying or required to retain Customer Personal Data by any law, or Customer Personal Data is contained in backup or archive copies, we will continue to keep confidential and to protect the Customer Personal Data in our possession as set out in this Schedule and Schedule 5, will not use or process such Customer Personal Data for any other purpose, and shall delete it as soon as possible in accordance with our data retention policies.

10. AUDITS

Upon reasonable request, we will make available to you documents and information necessary to demonstrate our compliance with our obligations under this Schedule and Schedule 5. In addition, where justified on reasonable grounds and written information is insufficient for such purpose, on not less than ten business days' prior written notice, we will allow you, or (subject to execution of a reasonable non-disclosure agreement in our favor) an independent auditor appointed by you, to conduct audits (including inspections) during normal business hours and without disruption to our business, of our relevant documents and systems to verify our compliance with our obligations under this Schedule and Schedule 5 in relation to Customer Personal Data.

11. REPRESENTATIONS AND WARRANTIES

11.1. CIQ Personal Data. We represent and warrant that, in relation to our processing of CIQ Personal Data in the context of the Services:

- (a) such processing complies with Data Protection Laws;
- (b) we rely on a valid legal basis under Data Protection Laws for such processing;
- (c) we will be solely responsible to respond to Creators' requests to exercise their rights under Data Protection Laws (and you agree to cooperate reasonably with such requests);
- (d) we will be liable for any violation of applicable Data Protection Laws towards Creators and responsible for any loss or damage caused by processing of CIQ Personal Data in the context of performing the Services (except to the extent caused by your use of the applicable Platform in violation of the Agreement or applicable Data Protection Laws).

11.2. Customer Personal Data.

- (a) We will not be liable for any loss or damage arising due to your instructions or your collection, handling, and use of Customer Personal Data.
- (b) You represent and warrant that your collection, handling, transfer to us, and use within the Platforms of Customer Personal Data has been and will continue to be carried out in accordance with and will not violate Data Protection Laws, other laws, or third-party privacy, publicity, or intellectual property rights, and if applicable has been authorized by any third party controller of the Customer Personal Data.
- (c) You acknowledge and agree that we do not screen or monitor Customer Personal Data on the Platforms. If notified that Customer Personal Data infringes any third party's rights, we may (upon consultation with you, where permitted) remove the allegedly infringing data from the Platforms.

APPENDIX 1: DESCRIPTION OF PROCESSING

A: Customer Personal Data of Authorized Users (Transfer controller to controller)

Categories of data subjects whose personal data is processed

Your Authorized Users of the Platforms and Services

Categories of personal data processed

Name, position, professional email address, professional telephone, user name, password.

Sensitive 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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer to us

One-off upon the nomination of an Authorized User (plus any required updates).

Nature of the processing

Storage, accreditation for access to the Platforms and Services.

Purpose(s) of the processing

Access to and use of the Platforms and Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

During the period during which each Authorized User remains an Authorized User.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As above, and as specified in Annex III.

B. Customer Personal Data of Creators receiving Creator Payments (Transfer controller to controller)

Categories of data subjects whose personal data is processed

Creators to whom payments are to be processed on your behalf

Categories of personal data processed

Name, address, contact details, bank or other payment details, contract and fees data; tax forms and ID; agent's details

Sensitive 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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer to us

One-off upon the addition of a Creator to your account (plus any required updates).

Nature of the processing

Processing of and reporting on payments to Creators on your behalf.

Purpose(s) of the data transfer and further processing

Processing of payments due to Creators on your behalf, reporting to you.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

During the period during which you require payments to be processed for the Creator.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As above, and as specified in Annex III.

C. Customer Personal Data provided for CIQ Services (Transfer controller to processor)

Categories of data subjects whose personal data is processed

Creators with whom you have a relationship

Categories of personal data processed

- Data relating to your relationship with the Creators e.g., campaign and billing information, interests, contact information, other details (sizing for clothes etc.);
- additional data (e.g. audience demographics) authorized by the Creator for use by you.

Sensitive 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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None expected (although you could at your discretion choose to include sensitive data).

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

Continuous (plus one-off upload of Customer Data Files, if applicable).

Nature of the processing

Storage, hosting, communications with Creators, reporting and analytics (at your request).

Purpose(s) of the data transfer and further processing

We will process the Personal Data for the purposes of providing the Platforms and Services to you in accordance with the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the Term of the Agreement, unless deleted earlier by you or on your instructions (or until return or deletion of all such Personal Data in accordance with your instructions and applicable laws).

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As above, and as specified in Annex III.

APPENDIX 2: CALIFORNIA PERSONAL INFORMATION

In this Appendix, the expressions “**business**”, “**business purpose**”, “**commercial purpose**”, “**sell**”, “**share**”, and “**service provider**” shall have the same definitions as in the CCPA.

PART 1: GENERAL

Without limiting the generality of the Parties’ obligations under this Schedule, to the extent that either Party provides California Personal Information to the other Party (whether by us as CIQ Personal Data or by you as Customer Personal Data), then in relation to such California Personal Information:

- (a) each Party acknowledges that such California Personal Information is provided to it only for the limited and specified purposes referred to in the Agreement;
- (b) each Party will comply with its obligations, and provide the same level of privacy protection as is required, under the CCPA;
- (c) each Party grants to the Party providing the California Personal Information the rights: (A) to take reasonable and appropriate steps to help to ensure that the receiving Party uses such California Personal Information in a manner consistent with the providing Party’s obligations under the CCPA; and (B) upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of such California Personal Information; and
- (d) each Party shall notify the other Party promptly if it makes a determination that it can no longer meet its obligations under the CCPA.

PART 2: CUSTOMER PERSONAL DATA

Without limiting the generality of the Parties’ obligations under this Schedule, and in addition to the provisions of Part 1 of this Appendix, to the extent that any Customer Personal Data constitutes California Personal Information, then in relation to such California Personal Information:

- (a) you are a business, and we are a service provider. You provide California Personal Information to us only to enable us to provide the Services and not in exchange for monetary or other valuable consideration;
- (b) you disclose such California Personal Information to us for the business purposes set out in the Agreement and we will process such California Personal Information solely on your behalf and only as necessary to perform such business purposes for you;
- (c) we will not:
 - (A) sell or share such California Personal Information; or
 - (B) retain, use, or disclose such California Personal Information for any purpose (including a commercial purpose) other than for the specific business purposes of performing for you the Services specified in the Agreement; or
 - (C) retain, use, or disclose such California Personal Information outside of the direct business relationship between us and you; or
 - (D) combine such California Personal Information with personal information that we receive from, or on behalf of, another person or persons, or collect from our own interaction with the consumer (save to the extent that such combination forms part of the business purpose of the Services specified in the Agreement).

(d) you may monitor our compliance with the Agreement, as set out in Section 10 of Schedule 4, and as otherwise agreed in writing; and

(e) if we engage any other person to assist us in processing California Personal Information on your behalf, such engagement shall be pursuant to a written contract binding such other person to observe all the requirements of this Appendix, and we shall notify you of that engagement in accordance with the provisions of Section 6 of Schedule 4.

APPENDIX 3: EUROPEAN AND UK PERSONAL DATA TRANSFERS

A. The Parties acknowledge that the storage and/or processing of Customer Personal Data that is European Personal Data or UK Personal Data involves transfers to our systems located outside of Europe and the UK (whether by way of direct transfer from Europe or the UK, or onward transfer from outside Europe and/or the UK) that are not covered by any EU adequacy decision or UK adequacy regulations, as applicable.

B. Unless any other legal transfer mechanism is agreed in writing between the Parties, the Parties agree that transfers from Europe and/or the UK of Customer Personal Data by Customer or its permitted affiliates (as data exporter) to us (as data importer) as described in Appendix 1 shall be governed by the following additional safeguards:

Category of Personal Data:	Status of each Party:	Safeguards:
Personal Data relating to Customer's Authorized Users of the Platforms	Both Parties are controllers	Module ONE of the EU SCCs plus if applicable the UK Addendum
Personal Data of Creators entered by Customer or on Customer's behalf into a Platform (or provided in Customer Data Files)	You are a controller and we are a processor	Module TWO of the EU SCCs plus if applicable the UK Addendum
Personal Data of Creators processed for the purposes of managing payments to be made to Creators	Both Parties are controllers	Module ONE of the EU SCCs plus if applicable the UK Addendum

C. Where either Party acts as a data controller under the Agreement, the Parties intend such Party to be an independent data controller and do not intend for any of them to be joint controllers in relation to any Personal Data processing activity.

D. Appendix 1 and the Annexes to this Appendix 3 contain the information required by Annexes I, II and III of the EU SCCs and the UK Addendum.

E. In case of any conflict, nothing in this Schedule or the Agreement shall amend the terms of the EU SCCs or the UK Addendum as they relate to the relevant international transfer of Personal Data.

F. Where the European Commission or other relevant supervisory authority issues new, updated or replacement standard contractual clauses, or the UK Addendum is updated or replaced, then we may notify you in writing thereof and the Parties shall adopt such new clauses or addendum and make any other necessary amendments to this Appendix.

G. For the purposes of this Appendix 2:

- (a) **"EU SCCs"** means the unchanged version of the applicable module(s) of the standard contractual clauses in Commission Decision 2021/914/EU which can be found at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>). Clause 7 (Docking Clause), and Clause 9(a) Option 2 (General Authorization with at least 15 days' notice of changes), but not the option under Clause 11 (independent dispute resolution), shall apply;
- (b) **"UK Addendum"** means the applicable adaptations to the EU SCCs as referred to in Annex I.B.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union:

Name: Address:	As set out in the Order Form
Contact person's name, position and contact details:	As set out in the Order Form
Activities relevant to the data transferred under the SCCs:	The data exporter shares the Customer Personal Data with the data importer for the purposes of accessing the Platforms and receiving the Services as provided under the Agreement and Part B below.
Signature and date:	Signed and dated via the Order Form or Agreement to which this Schedule is incorporated or attached; no additional signature is required.
Role (controller/processor):	<u>Controller</u>

Data importer(s): Identity and contact details of the data importer(s), including any contact person with responsibility for data protection:

Name: Address:	SocialEdge, Inc., dba CreatorIQ 8605 Santa Monica Blvd, PMB 82232 West Hollywood, CA 90069-4109, USA
Contact person's name, position and contact details:	VP Product & Integrations / CISO infosec@creatoriq.com
Activities relevant to the data transferred under the SCCs:	Developing, hosting and supporting software-as-a-service Platforms for the purposes of providing the agreed Creator and social talent management, recruiting, monetization, reporting and analytics, and payment processing services, and to which the data exporter may provide certain Personal Data: (1) relating to the data exporter's Authorized Users of the applicable Platform; and (2) relating to Creators as entered into the data exporter's account on the applicable Platform.
Signature and date:	Signed and dated via the Order Form or Agreement to which this Schedule is incorporated or attached; no additional signature is required.
Role (controller/processor):	In respect of Personal Data of the data exporter's Authorized Users: <u>Controller</u> In respect of Personal Data of Creators entered into the data exporter's account on the applicable Platform: <u>Processor</u> In respect of Personal Data of Creators provided for the purposes of managing payments to be made to Creators: <u>Controller</u>

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13 of the EU SCCs:

- As set out in the Order Form (or otherwise the Data Protection Commission of Ireland)

D. ADDITIONAL INFORMATION REQUIRED BY THE EU SCCs

(1) For the purposes of clause 17 of the EU SCCs:

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where either (i) the data controller is not established in an EU Member State, or (ii) such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the territory set out in the Order Form (or otherwise the laws of Ireland).

(2) For the purposes of clause 18 of the EU SCCs:

Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State. The Parties agree that those shall be the courts set out in the Order Form (or otherwise the courts of Ireland).

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Please see Schedule 5 to the Agreement.

ANNEX III

LIST OF SUB-PROCESSORS

(Only applicable to MODULE TWO: Transfer controller to processor, or MODULE THREE: Transfer processor to processor)

Customer, as the controller, has authorized the use by SocialEdge of the sub-processors listed at <https://creatoriq.com/legal/>.

We will inform you of changes to such sub-processors and give you the opportunity to object to such changes as set out in this Schedule.

ANNEX I.B

UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES VERSION B1.0, in force 21 March 2022

Part 1: Tables

Table 1: Parties:

Start Date	As set out in the Order Form
The Parties	As set out in the Order Form

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	YES	YES	NO	n/a	n/a	n/a
2	YES	YES	NO	GENERAL	15 days	n/a

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex I Part A: List of Parties: the Order Form
Annex I Part B: Description of Transfer: Appendix 1
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: ANNEX II
Annex III: List of Sub-processors: ANNEX III

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: - Importer or Exporter
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Part 2: Mandatory Clauses

Mandatory Clauses	Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf), as it is revised under Section 18 of those Mandatory Clauses.
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