

Data Processing Addendum

This Data Processing Addendum (“DPA”) applies to you if you are subject to the EU General Data Protection Regulation 2016/679 or equivalent legislation. This DPA forms part of the Agreement found at <https://sweethawk.co/terms> between you (“Client”) and Sweethawk Pty Ltd ACN 612 361 764 (“Sweethawk”, “us”, “we” or “our”).

By using SweetHawk’s Services, you, as a Client, accept and agree to:

- (a) This DPA;**
- (b) Our Terms of Use; and**
- (c) Our Privacy Policy**

(together “the Agreement”)

1. Definitions

1. “Applicable Laws” means:
 - (a) European Union or Member State laws with respect to any Personal Data in respect of which any Client is subject to EU Data Protection Laws; and
 - (b) any other applicable law with respect to any Personal Data in respect of which any Client is subject to any other Data Protection Laws;
2. “Contracted Processor” means SweetHawk or a Subprocessor;
3. “Data Subject” is the person to whom Personal Data pertains;
4. “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
5. “GDPR” means EU General Data Protection Regulation 2016/679;
6. “Personal Data” is any personal data regarding an identified or identifiable natural person, processed by a Contracted Processor pursuant to or in connection with the Agreement;
7. “Processing” means any activity or combination of activities involving Personal Data, in any event including the collecting, recording, organising, storing, updating, amending, accessing, consulting, using, providing by way of forwarding, distributing or any other form of supplying, compiling, linking, as well as safeguarding, deleting or destroying of data (“Process”, “Processes” and “Processed” shall have the same meaning);
8. “Restricted Transfer” means a transfer of Personal Data from you to a Contracted Processor or a transfer from a Contracted Processor to a Contracted Processor which would ordinarily be restricted in the absence of the Standard Contractual Clauses;
9. “Services” means the services and other activities to be supplied to or carried out by or on behalf of SweetHawk for you pursuant to the Agreement;
10. “Standard Contractual Clauses” means the contractual clauses set out in Annex 2;
11. “Subprocessor” means any person (including any third party, but excluding our employees, contractors or advisors) appointed by us to Process Personal Data on behalf of Client in connection with the Agreement; and
12. The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Personal Data

- 2.1. SweetHawk will only Process Personal Data on your documented instructions unless Processing is required by any Applicable Laws, in which case we will inform you of that legal requirement before the relevant Processing of that Personal Data.
- 2.2. Client instructs SweetHawk to only Process Personal Data and transfer Personal Data to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement.
- 2.3. Client warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give such instruction.
- 2.4. Annex 1 to this DPA sets out certain information regarding SweetHawk’s Processing of the Personal Data as required by article 28(3) of the GDPR.

3. SweetHawk Personnel

- 3.1. SweetHawk shall take reasonable steps to ensure that its employees, contractors and authorised Subprocessors will only access the Personal Data as strictly necessary to carry out the Services and to comply with the Applicable Laws.
- 3.2. SweetHawk shall take reasonable steps to ensure that its employees, contractors and authorised Subprocessors are subject to confidentiality undertakings or professional or statutory obligations of confidentiality,

4. Security

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, SweetHawk will in relation to the Personal Data implement appropriate technical and organisational measures to protect against unauthorised access to or unauthorised alteration, disclosure or destruction of Personal Data.
- 4.2. In assessing the appropriate level of security, SweetHawk shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

5. Use of Subprocessors

- 5.1. You authorises us to appoint (and permit each Subprocessor appointed in accordance with this clause 5 to appoint) Subprocessors in accordance with this clause 5.
- 5.2. We may continue to use those Subprocessors already engaged by us as at the date of this DPA, subject to us in each case as soon as practicable meeting the obligations set out in clause 5.4.
- 5.3. We will give you prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 5 days of receipt of that notice, you notify us in writing of any objections (on reasonable grounds) to the proposed appointment, we will not appoint that proposed Subprocessor until reasonable steps have been taken to address the objections raised by you and you have been provided with a reasonable written explanation of the steps taken.
- 5.4. With respect to each Subprocessor, SweetHawk will:
 - (a) before the Subprocessor first Processes Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Agreement;
 - (b) ensure that the arrangement between SweetHawk and the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR;
 - (c) if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between SweetHawk and the Subprocessor and where applicable, between Subprocessors; and
 - (d) provide for your review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this DPA) as you may request from time to time.
- 5.5. SweetHawk will ensure that each Subprocessor performs the obligations under this DPA, as they apply to Processing of Personal Data carried out by that Subprocessor, as if it were party to this DPA in place of SweetHawk.

6. Data Subject Rights

- 6.1. Taking into account the nature of the Processing, SweetHawk will assist you by implementing appropriate technical and organisational measures, insofar as this is possible, to assist you to fulfil your obligations to respond to requests to exercise Data Subject rights under the Applicable Laws.
- 6.2. SweetHawk will promptly notify Client if any Contracted Processor receives a request from a Data Subject under any Applicable Laws in respect of Personal Data and will respond to the request to the extent permitted by the Applicable Laws.

7. Personal Data Breach

- 7.1. SweetHawk will notify Client without undue delay upon us or any Subprocessor becoming aware of a security breach affecting Personal Data, providing Client with sufficient information to allow you to meet any obligations to report or inform the Data Subject of the security breach under the Applicable Laws.
- 7.2. We will take such reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such breach of Personal Data.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1. SweetHawk will provide you with reasonable assistance with any data protection impact assessments and prior consultations that you reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Applicable Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Personal Data

- 9.1. Subject to sections 9.2, SweetHawk will promptly and in any event within 30 days of the termination of any agreement involving the Processing of Personal Data (the "Termination Date"), delete and procure the deletion of all copies of the Personal Data.
- 9.2. Each Contracted Processor may retain Personal Data only to the extent and for such period as required by Applicable Laws and always provided that SweetHawk shall ensure the confidentiality of all such Personal Data.

10. Audit Rights

- 10.1. Upon your request, SweetHawk will provide you all information necessary to demonstrate compliance with this DPA, and will allow for and contribute to audits, including inspections, by you or an auditor authorised by you in relation to the Processing of the Personal Data.
- 10.2. Your information and audit rights only arise under section 10.1 to the extent that the Agreement does not otherwise give you information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
- 10.3. You must give SweetHawk reasonable notice of any audit or inspection to be conducted under section 10.1 and must make (and ensure that each of your authorised auditors make) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
 - (a) to any individual unless he or she produces reasonable evidence of identity and authority;
 - (b) outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and you have given notice to the Contracted Processor that this is the case before attendance outside those hours begins; or
 - (c) for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:
 - i. You consider reasonably necessary because of genuine concerns as to SweetHawk's compliance with this DPA; or
 - ii. You are required or requested to carry out by any Applicable Laws or regulatory authority responsible for the enforcement of the Applicable Laws in any country or territory,

11. Restricted Transfers

- 11.1. Subject to section 11.3, Client (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from Client to that Contracted Processor.
- 11.2. The Standard Contractual Clauses shall come into effect under section 11.1 on the later of:

- (a) the data exporter becoming a party to them;
 - (b) the data importer becoming a party to them; and
 - (c) commencement of the relevant Restricted Transfer.
- 11.3. Section 11.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

12. General Terms

- 12.1. Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses, the parties to this DPA hereby submit to the jurisdiction of the courts of Victoria.
- 12.2. If a provision of this DPA is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 12.3. We may amend or vary this DPA at our sole discretion by giving Notice, and the varied DPA to take effect immediately upon Notice being given. Your continued use of our Services after any variation of this DPA will be deemed to constitute your acceptance of the varied DPA. If you do not accept the varied DPA, please discontinue your use of the Services.
- 12.4. This Agreement comprising the Terms of Use, Data Processing Addendum and Privacy Policy, constitute the entire agreement between you and us and supersede any prior versions of this Agreement and all other communications whether oral or written, express or implied.

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Subject matter, nature, purpose and duration of the Processing of Personal Data

The subject matter, nature, purpose and duration of the Processing of the Personal Data are set out in the Agreement.

The types of Personal Data to be Processed

First and last name

Personal information

Payment information

Log information

Contact Information

The categories of Data Subject to whom the Personal Data relates

Clients of SweetHawk who actively use our Services.

The obligations and rights of Client

The obligations and rights of Client are set out in the Agreement and this DPA.

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The Client as defined in the DPA as data exporter

and SweetHawk, as defined in the DPA as data importer

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing addendum (“DPA”) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer’s execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

- (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 data except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (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;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor 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;
- (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;

- (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.

Clause 2

Details of the transfer

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.

Clause 3

Third-party beneficiary clause

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.
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. The data subject can enforce against the subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.
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:

- (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;
- (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;
- (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;

- (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;
- (e) that it will ensure compliance with the security measures;
- (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;
- (g) to forward any notification received from the data importer or any subprocessor 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;
- (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 subprocessing 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;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor 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; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (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;
- (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;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (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;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

- (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;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, 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;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

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 subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. 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 subprocessor 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.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

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 subprocessor 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 subprocessor agrees that the data subject may issue a claim against the data subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

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.
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

1. 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.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, 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.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, 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

Subprocessing

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 subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor 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 subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing 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.
4. The data exporter shall keep a list of subprocessing 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.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor 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.
2. The data importer and the subprocessor 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.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is:
As specified in the Agreement.

Data importer

The data importer is:
As specified in the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects:
As specified in the Agreement.

Categories of data

The personal data transferred concern the following categories of data:
As specified in the Agreement.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:
As specified in the Agreement.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Provision of Services.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

SweetHawk will take appropriate security measures to protect against unauthorised access to or unauthorised alteration, disclosure or destruction of data. These measures may include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and ensuring our data processor maintains an adequate level of data protection and physical security measures to guard against unauthorised access to systems where we store personal data.