

## Data Processing Addendum

This Data Processing Addendum ("**Addendum**") forms part of the Services Agreement ("**Principal Agreement**") between: (i) **Vendor** ("**Vendor**") acting on its own behalf and as agent for each Vendor Affiliate; and (ii) **Trax Technology Solutions Pte Ltd.** ("**Company**") acting on its own behalf and as agent for each Company Affiliate. Vendor and Company are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as explicitly modified below, the terms and conditions of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

### **1. Definitions**

1.1 In this Addendum, the following terms shall have the meanings set out below and related terms shall be construed accordingly:

- 1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which Company is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect of which Company is subject to any other Data Protection Laws;
- 1.1.2 "**Company Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.1.3 "**Company**" means Company or any Company Affiliate;
- 1.1.4 "**Company Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Company, including any customer of Company, pursuant to or in connection with the Principal Agreement;
- 1.1.5 "**Contracted Processor**" means Vendor or a Sub-Processor;
- 1.1.6 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.7 "**EEA**" means the European Economic Area;
- 1.1.8 "**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, including the United Kingdom's Data Protection Act of 2018;

- 1.1.9 "GDPR" means EU General Data Protection Regulation 2016/679;
- 1.1.10 "Restricted Transfer" means:
- 1.1.10.1 a transfer of Company Personal Data from Company to a Contracted Processor; or
- 1.1.10.2 an onward transfer of Company Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,
- in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under Section 11 below;
- 1.1.11 "Services" means the services and other activities to be supplied to or carried out by or on behalf of Vendor for Company pursuant to the Principal Agreement;
- 1.1.12 "Standard Contractual Clauses" means the contractual clauses set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex and under Section 12.4;
- 1.1.13 "Sub-Processor" means any entity (including any third party and any Vendor Affiliate, but excluding an employee of Vendor or any of its sub-contractors) appointed by or on behalf of Vendor or any Vendor Affiliate to Process Company Personal Data on behalf of Company in connection with the Principal Agreement; and
- 1.1.14 "Vendor Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Vendor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 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 related terms shall be construed accordingly.
- 2. Processing of Company Personal Data**
- 2.1 Vendor and each Vendor Affiliate shall:
- 2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
- 2.1.2 not Process Company Personal Data other than as shall be instructed in writing by Company unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Vendor or the relevant Vendor Affiliate shall, to the extent permitted by Applicable Laws, promptly inform Company of that legal requirement and before it responds to the request.

2.2 **Annex 1** to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Company Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Company may make reasonable amendments to **Annex 1** by written notice to Vendor from time to time as Company reasonably considers necessary to meet those requirements. Nothing in **Annex 1** (including as amended pursuant to this Section 2.2) confers any right or imposes any obligation on any Party to this Addendum.

3. **Vendor and Vendor Affiliate Personnel**

Vendor and each Vendor Affiliate shall take reasonable steps to ensure: (i) the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, (ii) that access is strictly limited to those individuals who need to know/have access the relevant Company Personal Data, and as strictly necessary for the purpose of performing the Services, and to comply with Applicable Laws in the context of such individuals' duties to the Contracted Processor, and (iii) that all such individuals 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, Vendor and each Vendor Affiliate shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Vendor and each Vendor Affiliate shall take into account in particular the risks that are presented by Processing, in particular with respect to a Personal Data Breach.

5. **Sub-Processing**

5.1 Company authorizes Vendor and each Vendor Affiliate to appoint (and permit each Sub-Processor appointed in accordance with this Section 5 to appoint) Sub-Processors in accordance with this Section 5 and any restrictions, if any, in the Principal Agreement.

5.2 Vendor and each Vendor Affiliate may continue to use those Sub-Processors already engaged by Vendor or any Vendor Affiliate as of the date of this Addendum, provided that Vendor and each Vendor Affiliate shall comply, as soon as practicable, with the provisions set out in Section 5.4.

5.3 Vendor shall provide Company with written notice prior to the appointment of any new Sub-Processor, including full details of the Processing to be conducted by the Sub-Processor. If, within fourteen (14) days of receipt of that notice, Company notifies Vendor in writing of any objections (on reasonable grounds) to the proposed appointment:

5.3.1 Vendor shall work with Company in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-Processor; and

- 5.3.2 where such a change cannot be made within thirty (30) days from Vendor's receipt of Company's notice, notwithstanding anything in the Principal Agreement, Company may, by written notice to Vendor with immediate effect, terminate the Principal Agreement to the extent that it relates to the Services which require the use of the proposed Sub-Processor, without bearing any liability for such termination.
- 5.4 With respect to each Sub-Processor, Vendor and the Vendor Affiliates shall:
  - 5.4.1 before the Sub-Processor first Processes Company Personal Data (or, where relevant, in accordance with Section 5.2), carry out adequate due diligence to ensure that the Sub-Processor is capable of providing the level of protection for Company Personal Data required by the Principal Agreement and hereunder;
  - 5.4.2 ensure that the arrangement between on the one hand (a) Vendor, or (b) the relevant Vendor Affiliate, or (c) the relevant intermediate Sub-Processor; and on the other hand the Sub-Processor, is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR.
- 5.5 Vendor and each Vendor Affiliate shall ensure that each Sub-Processor performs the obligations under Sections 2.1, 3, 4, 7.1, 7.2, 8 and 10.1, as they apply to Processing of Company Personal Data carried out by that Sub-Processor, as if it were a party to this Addendum in place of Vendor.

**6. Data Subject Rights**

- 6.1 Taking into account the nature of the Processing, Vendor and each Vendor Affiliate shall assist Company by implementing appropriate technical and organizational measures for the fulfilment of Company's obligations, as reasonably understood by Company, to respond to requests to exercise Data Subjects' rights under the Data Protection Laws.
- 6.2 Vendor shall:
  - 6.2.1 promptly notify Company if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
  - 6.2.2 ensure that the Contracted Processor does not respond to that request except as shall be instructed in writing by Company or the relevant Company Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Vendor shall, to the extent permitted by Applicable Laws, inform Company of that legal requirement before the Contracted Processor responds to the request.

**7. Personal Data Breach**

- 7.1 Vendor shall notify Company without undue delay, upon Vendor or any Sub-Processor becoming aware of a Personal Data Breach affecting Company Personal Data or otherwise in connection with the Processing of such Company Personal Data by the Vendor or by Sub-

Processor, providing Company with all relevant information to allow Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Vendor shall co-operate with Company and take such reasonable commercial steps as shall be directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

**8. Data Protection Impact Assessment and Prior Consultation**

Vendor and each Vendor Affiliate shall provide reasonable assistance to Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required of Company by Articles 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to the Contracted Processors.

**9. Deletion or return of Company Personal Data**

9.1 Subject to Sections 9.2 and 9.3, Vendor and each Vendor Affiliate shall promptly and in any event within thirty (30) days of the date of cessation of any Services involving the Processing of Company Personal Data (the "**Cessation Date**") delete and procure the deletion of all copies of Company Personal Data.

9.2 Subject to Section 9.3, Company may in its absolute discretion by written notice to Vendor within seven (7) days of the Cessation Date require Vendor and each Vendor Affiliate to (a) return a complete copy of all Company Personal Data to Company by secure file transfer in such format as is reasonably notified by Company to Vendor; and (b) delete and procure the deletion of all other copies of Company Personal Data Processed by any Contracted Processor. Vendor and each Vendor Affiliate shall comply with any such written request within fourteen (14) days of the Cessation Date.

9.3 Each Contracted Processor may retain Company Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Vendor and each Vendor Affiliate shall ensure the confidentiality of all such Company Personal Data and shall ensure that such Company Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

9.4 Vendor shall provide written certification to Company that it and each Vendor Affiliate has fully complied with this Section 9 within thirty (30) days of the Cessation Date.

**10. Audit rights**

10.1 Subject to Section 10.2, Vendor and each Vendor Affiliate shall make available to Company, upon Company request, all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections by an auditor appointed by Company in relation to the Processing of the Company Personal Data by any Contracted Processors.

10.2 Company shall make reasonable efforts to give Vendor or the relevant Vendor Affiliate reasonable notice of any audit or inspection to be conducted under Section 10.1 and shall make (and ensure that each of its auditors makes) reasonable efforts to avoid causing (or, if it cannot avoid, to minimize) 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.

**11. Restricted Transfers**

11.1 Subject to Section 11.3, Company (as "**data exporter**") and each Contracted Processor, as applicable (as "**data importer**"), hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from Company to that Contracted Processor.

11.2 The Standard Contractual Clauses shall come into effect under Section 11.1 on the later of:

11.2.1 the data exporter becoming a party to them;

11.2.2 the data importer becoming a party to them; and

11.2.3 commencement of the relevant Restricted Transfer.

11.3 Section 12.1 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 the applicable Data Protection Law.

**12. General Terms**

***Governing law and jurisdiction***

12.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

12.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

12.2 Nothing in this Addendum reduces Vendor's or any Vendor Affiliate's obligations under the Principal Agreement in relation to the protection of Company Personal Data or permits Vendor or any Vendor Affiliate to Process (or permit the Processing of) Company Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

12.3 Subject to Section 12.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed

otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

12.4 Company may:

12.4.1 with at least thirty (30) days written notice to Vendor, from time to time, make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under Section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

12.4.2 propose any other variations to this Addendum which Company reasonably considers to be necessary to address the requirements of any Data Protection Law.

12.5 If Company provides notice under Section 12.4.1, Vendor and each Vendor Affiliate shall promptly cooperate (and ensure that any affected Sub-Processors promptly cooperate) to ensure that equivalent variations are made to any relevant agreement put in place.

12.6 If Company provides notice under Section 12.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Company's notice as soon as is reasonably practicable.

12.7 Neither Company nor Vendor shall require the consent or approval of any Company Affiliate or Vendor Affiliate to amend this Addendum pursuant to Section 12.5 or otherwise.

12.8 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

.....	<b>TRAX TECHNOLOGY SOLUTIONS PTE LTD.</b>
Name: .....	 .....
Title: .....	Name: Joel Bar- El
Date: .....	Title: CEO

## **ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA**

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

*Subject matter and duration of the Processing of Company Personal Data*

The subject matter and duration of the Processing of Company Personal Data are set out in the Principal Agreement and this Addendum.

*The nature and purpose of the Processing of Company Personal Data*

**[Include description here]**

*The types of Company Personal Data to be Processed*

**[Include list of data types here]**

*The categories of Data Subject to whom the Company Personal Data relates*

**[Include categories of data subjects here]**



**ANNEX 2: STANDARD CONTRACTUAL CLAUSES**

**Standard Contractual Clauses (processors)**

Name of the data exporting organization: Trax Technology Solutions Pte Ltd.

Address: 65 Chulia St. #19-01 OCBC Centre, Singapore 049513

Tel.: +65 6224-9145; e-mail: [privacy@traxretail.com](mailto:privacy@traxretail.com)

Other information needed to identify the organization

.....  
(the **data exporter**)

And

Name of the data importing organization:

Address:

Tel.: \_\_\_\_\_; fax: \_\_\_\_\_; e-mail: \_\_\_\_\_

Other information needed to identify the organization:

.....  
(the **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;
- (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 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;
- (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 jurisdiction in which the data exporter is established;
- (f) *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized 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 a 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 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.
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 jurisdiction where the data exporter is established) and does not violate the relevant provisions of that jurisdiction;
- (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 organizational 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, unauthorized 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 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;
- (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;
- (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; 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 organizational 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 unauthorized access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized 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 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;
  - (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
  - (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
  - (j) to send promptly a copy of any sub-processor 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 sub-processor 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 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.

The data importer may not rely on a breach by a sub-processor 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 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***

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 jurisdiction 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 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.

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 jurisdiction 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 Clauses.

*Clause 11*

**Sub-processing**

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. Where the sub-processor fails to fulfill 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.
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.
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 jurisdiction in which the data exporter is established.
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.

*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 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.
2. 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.

**On behalf of the data exporter:**

Name (written out in full): Joel Bar-El

Position: CEO

Address: 65 Chulia St. #19-01 OCBC Centre, Singapore 049513

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):

Position:

Address:

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

Signature.....



**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Data exporter**

The data exporter is:  
Trax Technology Solutions Pte Ltd.

**Data importer**

The data importer is:  
[TO BE COMPLETED]

**Data subjects**

The personal data transferred concern the following categories of data subjects:  
[TO BE COMPLETED]

**Categories of data**

The personal data transferred concern the following categories of data:  
[TO BE COMPLETED]

**Special categories of data (if appropriate)**


The personal data transferred concern the following special categories of data:  
[TO BE COMPLETED]

**Processing operations**

The personal data transferred will be subject to the following basic processing activities:  
  
[TO BE COMPLETED]

**DATA EXPORTER**

Name: Joel Bar-El

Authorized Signature ..... 

**DATA IMPORTER**

Name:.....

Authorized Signature .....

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

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

[TO BE COMPLETED]