

Exhibit C – Jurisdiction Specific Terms

This **Exhibit C** (this “**Exhibit**”) is an integral part of the Cendyn Data Processing Agreement (“**DPA**”). Capitalized terms which are used but not defined in this document shall have the meaning given to those terms in the DPA. By accepting the DPA, the Parties have agreed to comply with the terms in this Exhibit which apply to the extent that the Parties Process Personal Data originating from, or protected by, Applicable Data Protection Laws in one of the jurisdictions identified herein.

1. EEA.

1.1. **Definitions.** For purposes of interpreting this Section 1, the following terms shall be interpreted as follows:

- (a) “**EEA**” means the European Economic Area, consisting of the EU Member States, and Iceland, Liechtenstein, and Norway.
- (b) “**EEA Restricted Transfer**” includes any transfer of Personal Data subject to the EU GDPR (including data storage on foreign servers) which is undergoing Processing or is intended for Processing after transfer, to a Third Country (as defined below) or to an international organization.
- (c) “**EU 2021 Standard Contractual Clauses**” means the EU 2021 Standard Contractual Clauses included in Exhibit E.
- (d) “**Third Country**” (as used in this Section 1) means a country outside of the EEA.

1.2. EEA Restricted Transfers.

- (a) With regard to any EEA Restricted Transfer from Customer to Cendyn, one of the following transfer mechanisms shall apply, in the following order of precedence:
 - i. Cendyn’s certification of a successor of the EU-U.S. Privacy Shield Framework (only to the extent that such self-certification constitutes an “appropriate safeguard” pursuant to the EU GDPR, as the case may be), provided that the services are covered by the self-certification, if applicable;
 - ii. a valid adequacy decision pursuant to the requirements under the EU GDPR that provides that the third country, a territory or one or more specified sectors within that third country, or the international organization in question to which Personal Data is to be transferred ensures an adequate level of data protection;
 - iii. the EU 2021 Standard Contractual Clauses (insofar as their use constitutes an “appropriate safeguard” under the EU GDPR, as the case may be); or
 - iv. any other lawful basis, as laid down in the EU GDPR, as the case may be
- (b) In cases where the EU 2021 Standard Contractual Clauses apply:
 - i. Where there is a conflict between the terms of the DPA and the terms of the EU 2021 Standard Contractual Clauses, the terms of the EU 2021 Standard Contractual Clauses shall control.
 - ii. The text contained in Appendix A to this **Exhibit C** serves to supplement the EU 2021 Standard Contractual Clauses with respect to EEA Restricted Transfers.
 - iii. The Parties

are deemed to have accepted, executed, and signed the EU 2021 Standard Contractual Clauses where necessary in their entirety.

- iv. The exhibits to the DPA include the information required under Annexes I and II of the EU 2021 Standard Contractual Clauses.
 - v. When Customer instructs Cendyn to integrate its services with a Cendyn partner, the Parties agree that the partner is authorized to join the EU 2021 Standard Contractual Clauses concluded between Cendyn and Customers, as required by Clause 8.8 of the EU 2021 Standard Contractual Clauses and in accordance with Clause 7 of the EU 2021 Standard Contractual Clauses.
- (c) In addition, where the EU 2021 Standard Contractual Clauses apply, for the purpose of Annex I.C and with respect to Clause 13(a) of the EU 2021 Standard Contractual Clauses, the following shall apply:
- i. where Customer is a data exporter that is established in an EU Member State, the Supervisory Authority with responsibility for ensuring Customer's compliance with the GDPR shall be the Supervisory Authority for the EU Member State where Customer is incorporated as indicated in the Agreement, unless Customer indicates in writing that the Supervisory Authority shall be in a different EU Member State where Customer is established;
 - ii. where Customer is a data exporter not established in an EU Member State, but falls within the territorial scope of application of Article 3(2) of the GDPR, and has appointed a representative pursuant to Article 27(1) of the GDPR, then the country where Customer's EU Representative is registered (as indicated in either an order form or the signature page to the Agreement) shall be the competent supervisory authority; or
 - iii. where Customer is a data exporter that is not established in an EU Member State, the competent Supervisory Authority shall be in one of the EU Member States in which the data subjects are located (whose personal data is transferred in terms of the Standard Contractual Clauses. The competent Supervisory authority in such circumstances shall be the Supervisory Authority for the Republic of Ireland, unless Customer indicates that the Supervisory Authority shall be in a different EU Member State where the data subjects are located.

2. Canada.

2.1. **Definitions.** For purposes of interpreting the DPA and this Section 2, the following terms shall be interpreted as follows:

- (a) **"Applicable Data Protection Canadian Laws"** means the Canadian Federal Personal Information Protection and Electronic Documents Act ("**PIPEDA**"), the Personal Information Protection Act of British Columbia, Personal Information Protection Act of Alberta and the Act respecting the Protection of Personal Information in the Private Sector of Quebec.
- (b) **"Processor"** (as used in the DPA) includes **"Third Party Organization"** as defined under PIPEDA.
- (c) **"Personal Data"** (as used in the DPA) includes **"Personal Information"** as defined under PIPEDA.

- (d) **“Personal Data Breach”** (as used in the DPA) includes **“Breach of Security Safeguards”** as defined under PIPEDA.

2.2. Customer confirms that it has obtained a valid consent (as defined under Applicable Data Protection Canadian Laws) where necessary to Process Personal Data of each Data Subject.

3. China

3.1. **Definitions.** For purposes of interpreting the DPA and this Section 3, the following terms shall be interpreted as follows:

- (a) **“Applicable Chinese Data Protection Laws”** means the Cyber Security Law (中华人民共和国网络安全法), the Data Security Law (数据安全法) (when in force), the Personal Information Protection Law (个人信息保护法), the Provisions for the Online Protection of Children’s Personal Information (儿童个人信息网络保护规定), the Measures for the Administration of Data Security (数据安全管理办法) (when in force), and the Measures for the Security Assessment for Cross-Border Transfer of Personal Information (个人信息出境安全评估办法) (when in force).
- (b) **“Controller”** includes **“Data processor”** as defined under Applicable Chinese Data Protection Laws.
- (c) **“Data Subject”** includes **“Personal information subject”** as defined under Applicable Chinese Data Protection Laws.

4. California

4.1. **Definitions.** For purposes of interpreting the DPA and this Section 4, the following terms shall be interpreted as follows:

“Applicable California Data Protection Laws” includes the California Consumer Privacy Act of 2018, Assembly Bill 375 of the California House of Representatives, an act to add Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code, relating to privacy and approved by the California Governor on June 28, 2018 (**“CCPA”**); the California Consumer Privacy Act Regulations (**“CCPA Regulations”**) as may be amended from time to time; and the California Privacy Rights Act (**“CPRA”**) as of January 1, 2023.

- (a) The terms **“Business Purpose”**, **“Commercial Purpose”**, **“Sale”**, **“Sell”**, **“Share”** along with their corresponding terms, whether capitalized or not, shall have the same meaning as in the Applicable Data Protection California Laws, and their related terms shall be construed accordingly.
- (b) **“Controller”** includes **“Business”** as defined under the CCPA;
- (c) **“Data Subject”** includes **“Consumer”** as defined under the CCPA;
- (d) **“Personal Data”** includes **“Personal Information”** as defined under the CCPA;
- (e) **“Personal Data Breach”** includes **“Breach of the Security of the System”** as defined in Section 1798.82 of the California Civil Code;
- (f) **“Processor”** includes **“Service provider”** as defined under the CCPA; and

- (g) **“Supervisory Authority”** includes the Attorney General of the State of California and any authority tasked with the enforcement of the CCPA and other Applicable California Data Protection Laws.

4.2. Cendyn:

- (a) shall refrain from Selling and Sharing Customer Personal Data;
- (b) shall refrain from retaining, using, or disclosing Customer Personal Data for a Commercial Purpose other than providing services provided in the Business Relationship or as otherwise permitted by the Applicable California Data Protection Laws.
- (c) shall refrain from retaining, using or disclosing Customer Personal Data except where permitted under the Agreement; and
- (d) certifies that it understands the restrictions set out in this Section 4. and will comply with them

5. Switzerland.

5.1. **Definitions.** For purposes of interpreting the DPA and this Section 5, the following terms shall be interpreted as follows:

- (a) **“Applicable Swiss Data Protection Laws”** includes the Federal Act on Data Protection of 19 June 1992 (**“FADP”**) and the Ordinance to the Federal Act on Data Protection (**“OFADP”**), as may be amended from time to time;
- (b) **“Controller”** includes **“Controller of the Data File”** as defined under the FADP;
- (c) **“Data Subject”** includes the natural persons whose Personal Data is Processed;
- (d) **“EU 2021 Standard Contractual Clauses”**) means the EU 2021 Standard Contractual Clauses included in **Exhibit E**;
- (e) **“Personal Data”** includes **“Personal Data”** as defined under the FADP; **“Processing”** includes **“Processing”** as defined under the FADP;
- (f) **“Swiss Restricted Transfer”** (as used in this Section) includes any transfer of Personal Data (including data storage in foreign servers) which is undergoing Processing or is intended for Processing after transfer subject to the FADP, to a Third Country (as defined below) or an international organization;
- (g) **“Supervisory Authority”** includes the Federal Data Protection and Information Commissioner; and
- (h) **“Third Country”** (as used in this Section) means a country outside the Swiss Confederation.

5.2. Swiss Restricted Transfers.

- (a) With regard to any Swiss Restricted Transfer from Customer to Cendyn, one of the following transfer mechanisms shall apply, in the following order of precedence:
 - i. Cendyn’s certification of a successor of the Swiss-U.S. Privacy Shield Framework (only to the extent that such self-certification constitutes an “appropriate safeguard” pursuant to the Applicable Swiss Data Protection Laws, as the case may be), provided that the services are covered by the self-certification, if applicable;

- ii. the inclusion of the Third Country, a territory or one or more specified sectors within that Third Country, or the international organization in question to which Personal Data is to be transferred in the list published by the Swiss Federal Data Protection and Information Commissioner of States that provide an adequate level of protection for Personal Data within the meaning of the Applicable Swiss Data Protection Laws;
- iii. the EU 2021 Standard Contractual Clauses (insofar as their use constitutes an “appropriate safeguard” under the Applicable Swiss Data Protection Laws, as the case may be); or
- iv. any other lawful basis, as laid down in the Applicable Swiss Laws, as the case may be.

(b) Where the EU 2021 Standard Contractual Clauses apply:

- i. Customer shall generally inform the Federal Data Protection and Information Commissioner about the use of the EU 2021 Standard Contractual Clauses.
- ii. Where there is a conflict between the terms of the DPA and the terms of the EU 2021 Standard Contractual Clauses, the terms of the EU 2021 Standard Contractual Clauses shall control; iii. The text contained in **Appendix A** to this **Exhibit C** serves to supplement the EU 2021 Standard Contractual Clauses with respect to Swiss Restricted Transfers; iv. The exhibits to the DPA include the information required under Annexes I and II of the EU 2021 Standard Contractual Clauses.
- v. The Parties are deemed to have accepted, executed, and signed the EU 2021 Standard Contractual Clauses where necessary in their entirety.
- vi. When Customer instructs Cendyn to integrate its services with a Cendyn partner, the Parties agree that the partner is authorized to join the EU 2021 Standard Contractual Clauses concluded between Cendyn and Customers, as required by Clause 8.8 of the EU 2021 Standard Contractual Clauses and in accordance with Clause 7 of the EU 2021 Standard Contractual Clauses. vii. The Parties agree to make the following changes to the terms of the EU 2021 Standard Contractual Clauses:

- i. For the purpose of Annex I.C and with respect to Clause 13 of the Standard Contractual Clauses: the competent authority shall be the Swiss Federal Data Protection and Information Commissioner, insofar as the data transfer constitutes a Swiss Restricted Transfer.
- ii. With respect to Clause 17 of the EU 2021 Standard Contractual Clauses, the Parties select the law of the Republic of Ireland.
- iii. With respect to Clause 18 of the EU 2021 Standard Contractual Clauses, the Parties agree that any dispute arising from the Standard Contractual Clauses shall be resolved by the courts of the Republic of Ireland. The Parties choose the Swiss courts as an alternative place of jurisdiction for Data Subjects habitually resident in Switzerland.

6. United Kingdom.

6.1. **Definitions.** For purposes of interpreting the DPA and this Section 6, the following terms shall be interpreted as follows:

- (a) “**Applicable UK Data Protection Laws**” includes the includes the Data Protection Act 2018, and the UK GDPR;

- (b) “**EU 2021 Standard Contractual Clauses**” means the EU 2021 Standard Contractual Clauses included in **Exhibit E** and the UK Addendum, as defined below, incorporated herein by reference and set out in **Exhibit C**, provided that the Parties interpret them under the terms of Section 6.3
- (c) “**EU 2010 Standard Contractual Clauses**” means the EU 2010 Standard Contractual Clauses.
- (d) “**Third Country**” (as used in this Section) means a country other than the United Kingdom;
- (e) “**UK Addendum**” means the International Data Transfer Addendum (version B1.0) to the European Union Commission’s EU 2021 Standard Contractual Clauses, issued by the Information Commissioner’s Office and laid before the UK Parliament in accordance with Section 119A of the Data Protection Act 2018 on 2 February 2, 2022, as may be amended, superseded or replaced from time to time;
- (f) “**UK GDPR**” means Regulation (EU) 2016/679 as has been amended and adopted to form a part of the law of England and Wales, Scotland, and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal Agreement) Act 2020; and
- (g) “**UK Restricted Transfer**” (as used in this Section) includes any transfer of Personal Data (including data storage in foreign servers) which is undergoing Processing or is intended for Processing after transfer subject to the Applicable UK Data Protection Laws, to a Third Country (as defined above) or an international organization.

6.2. UK Restricted Transfers.

- (a) With regard to any UK Restricted Transfer from one Party to another within the scope of the Agreement, one of the following transfer mechanisms shall apply, in the following order of precedence:
 - i. Cendyn’s certification of a successor of the EU-U.S. Privacy Shield Framework (only to the extent that such self-certification constitutes an “appropriate safeguard” pursuant to the Applicable UK Laws, as the case may be), provided that the services are covered by the self-certification, if applicable.
 - ii. A valid adequacy decision pursuant to the requirements under the Applicable UK Data Protection Laws that provides that the third country, a territory or one or more specified sectors within that third country, or the international organization in question to which Personal Data is to be transferred ensures an adequate level of data protection.
 - iii. The EU 2021 Standard Contractual Clauses, as amended and supplemented by the UK Addendum, (insofar as their use constitutes an “appropriate safeguard” under UK Data Protection Laws, and the Processing activities of the Data Importer are not subject to the UK GDPR by virtue of application of Article 3(2) of the UK GDPR), as they have been adopted for use by the relevant authorities within the United Kingdom, including the UK ICO, using the UK Transfer Addendum.].
 - iv. Any other lawful basis, as laid down in the Applicable UK Data Protection Laws, as the case may be.

6.3. The EU 2021 Standard Contractual Clauses and the UK Addendum

- (a) As of March 21st, 2022, the relevant UK authorities recognized the EU 2021 Standard Contractual Clauses as a valid data transfer mechanism for UK Restricted Transfers, and as such the EU 2021 Standard Contractual Clauses, in conjunction with the UK Addendum, replace the EU 2010 Standard Contractual Clauses as a valid data transfer mechanism for UK Restricted Transfers.
- (b) This DPA hereby incorporates by reference any additional modifications and amendments required by the UK Transfer Addendum as they have been adapted for use by the relevant authorities within the United Kingdom to make the EU 2021 Standard Contractual Clauses applicable to Restricted International Transfers subject to UK Data Protection Laws. The Parties are deemed to have accepted, executed, and signed the adapted EU 2021 Standard Contractual Clauses where necessary in their entirety (including the annexures and any addenda thereto).
- (c) The EU 2021 Standard Contractual Clauses, in accordance with the applicable Modules set out under **Exhibit E**, in conjunction with the UK Addendum, shall apply subject to the following specifications:
 - i. the EU 2021 Standard Contractual Clauses shall be incorporated and amended as specified in Section 12 to Section 15 of the UK Addendum;
 - ii. Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed using the information contained in the exhibits of this DPA;
 - iii. for the purposes of Table 4 of the UK Addendum, the Parties agree that the Data Importer or the Data Exporter may terminate the UK Addendum in accordance with the provisions of section 19 of the UK Addendum; and
 - iv. any conflict or inconsistency between the EU 2021 Standard Contractual Clauses and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

6.4. In cases where the EU 2021 Standard Contractual Clauses apply in accordance with Section 6.2:

- i. Where there is a conflict between the terms of the DPA and the terms of the EU 2021 Standard Contractual Clauses, the terms of the EU 2021 Standard Contractual Clauses shall control; ii. The text contained in **Appendix A** to this **Exhibit C** serves to supplement the EU 2021

Standard Contractual Clauses with respect to UK Restricted Transfers; iii. The exhibits to the DPA include the information required under Annexes I and II of the EU 2021 Standard Contractual Clauses.

- iv. The Parties are deemed to have accepted, executed, and signed the EU 2021 Standard Contractual Clauses where necessary in their entirety.
- v. When Customer instructs Cendyn to integrate its services with a Cendyn partner, the Parties agree that the partner is authorized to join the EU 2021 Standard Contractual Clauses concluded between Cendyn and Customers, as required by Clause 8.8 of the EU 2021 Standard Contractual Clauses and in accordance with Clause 7 of the EU 2021 Standard Contractual Clauses. vi. The Parties agree to make the following changes to the terms of the EU 2021 Standard Contractual Clauses:

i. For the purpose of Annex I.C and with respect to Clause 13 of the EU 2021 Standard Contractual Clauses, the competent supervisory authority shall be the UK Information Commissioner's Office (ICO). ii. With respect to Clause 17 of the EU 2021 Standard Contractual Clauses, the Parties select the law of the United Kingdom.

iii. With respect to Clause 18 of the EU 2021 Standard Contractual Clauses, the Parties agree that any dispute arising from the EU 2021 Standard Contractual Clauses shall be resolved by the courts of the United Kingdom.

7. Russia.

7.1. **Definitions.** For purposes of interpreting the DPA and this Section 7, the following terms shall be interpreted as follows:

- (a) **"Applicable Russian Data Protection Laws"** includes the Federal Law of 27 July 2006 N 152-FZ on personal data, as may be amended from time to time;
- (b) **"Controller"** includes **"Operator"** as defined under Applicable Russian Data Protection Laws;
- (c) **"Data Subject"** includes **"Personal data subject"** as defined under Applicable Russian Data Protection Laws;
- (d) **"Personal Data"** includes **"Personal Data"** as defined under Applicable Russian Data Protection Laws;
- (e) **"Processing"** includes **"Personal data processing"** as defined under Applicable Russian Data Protection Laws;
- (f) **"Russian Restricted Transfer"** (as used in this Section) includes any transfer of Personal Data (including data storage in foreign servers) which is undergoing Processing or is intended for Processing after transfer subject to Applicable Russian Data Protection Laws, to a Third Country (as defined below) or an international organization;
- (g) **"Supervisory Authority"** includes the Roskomnadzor; and
- (h) **"Third Country"** (as used in this Section) means a country other than the Russian Federation.

7.2. Russian Restricted Transfers.

- (a) With regard to any Russian Restricted Transfer from one Party to another within the scope of the Agreement, one of the following transfer mechanisms shall apply, in the following order of precedence:
 - i. the Third Country's ratification of Council of Europe Convention on the Protection of Individuals with Regard to Automatic Processing of Personal Data; ii. the inclusion of the Third Country in the list of other foreign states providing adequate protection of the data subjects' rights published by the Roskomnadzor;
 - iii. the Data Subject's consent to the Russian Restricted Transfer; or
 - iv. any other lawful basis, as laid down in the Applicable Russian Data Protection Laws, as the case may be.

- (b) Customer confirms that it has obtained a valid consent (as defined under Applicable Russian Data Protection Laws) or identified an appropriate legal basis under Applicable Russian Data Protection Laws where necessary to Process Personal Data of each Data Subject and for the subsequent Processing by Cendyn and its sub-Processors.
- (c) Customer has reviewed the security measures listed in **Exhibit C** to the DPA and agrees that they meet the standards required under Article 19(2) of the Federal Law of 27 July 2006 N 152-FZ on personal data.

Serbia.

7.3. **Definitions.** For purposes of interpreting the DPA and this Section 8, the following terms shall be interpreted as follows:

- (a) **“Applicable Serbian Data Protection Laws”** includes the Act of 9 November 2018 on Personal Data Protection (Official Gazette No. 87/18), as may be amended from time to time;
- (b) **“Controller”** includes **“Rukovalac”** as defined under Applicable Serbian Data Protection Laws;
- (c) **“Data Subject”** includes **“Lice na koje se podaci odnose”** as defined under Applicable Serbian Data Protection Laws;
- (d) **“Personal Data”** includes **“Podatak o ličnosti”** as defined under Applicable Serbian Data Protection Laws;
- (e) **“Processing”** includes **“Obrada podataka o ličnosti”** as defined under Applicable Serbian Data Protection Laws;
- (f) **“Serbian Restricted Transfer”** (as used in this Section) includes any transfer of Personal Data (including data storage in foreign servers) which is undergoing Processing or is intended for Processing after transfer subject to Applicable Serbian Data Protection Laws, to a Third Country (as defined below) or an international organization;
- (g) **“Serbian Standard Contractual Clauses”** (as used in this Section) means the Serbian Standard Contractual Clauses (Standardne Ugovorne Klauzule) included in **Exhibit C**;
- (h) **“Supervisory Authority”** includes the **“Poverenik za informacije od javnog značaja i zaštitu podataka o ličnosti”**.
- (i) **“Third Country”** (as used in this Section) means a country other than the Republic of Serbia.

7.4. Serbian Restricted Transfers

- (a) With regard to any Serbian Restricted Transfer from one Party to another within the scope of the Agreement, one of the following transfer mechanisms shall apply, in the following order of precedence:
 - i. the Third Country’s ratification of Council of Europe Convention on the Protection of Individuals with Regard to Automatic Processing of Personal Data; ii. the inclusion of the Third Country in the list of foreign states, parts of their territories or one or more sectors of certain activities in those states and international organizations providing adequate protection of the data subjects’ rights adopted by the Serbian government;

- iii. the Serbian Standard Contractual Clauses (insofar as their use constitutes an “appropriate safeguard” under the Applicable Serbian Data Protection Laws, as the case may be); and
 - iv. any other lawful basis, as laid down in the Applicable Serbian Data Protection Laws, as the case may be.
- (b) In cases where the Serbian Standard Contractual Clauses apply:
- i. where there is a conflict between the terms of the DPA and the terms of the Serbian Standard Contractual Clauses, the terms of the Serbian Standard Contractual Clauses shall control; and
 - ii. the Parties are deemed to have accepted, executed, and signed the Serbian Standard Contractual Clauses where necessary in their entirety (including the appendices thereto).