

ADDENDUM TO EEA STANDARD CONTRACTUAL CLAUSES – Controller to Processor

(UNITED KINGDOM)

Part 1: Tables

Table 1: Parties

Start date	The date signed by both parties below.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	As described in the signature page below.	As described in the signature page below.
Key Contact	As described in Annex I of the attached Addendum EU SCCs.	As described in Annex I of the attached Addendum EU SCCs.
Signature (if required for the purposes of Section 2)	Please see signature page below.	Please see signature page below.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Effective as of the date signed by both parties below (Module 2: standard contractual clauses for the transfer of personal data to third countries – controller to processor)
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Table 3: Appendix Information

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

Annex 1A: List of Parties:

Please see Annex I of the attached Addendum EU SCCs.

Annex 1B: Description of Transfer:

Please see Annex I of the attached Addendum EU SCCs.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

Please see Annex II of the attached Addendum EU SCCs.

Annex III: List of Sub processors (Modules 2 and 3 only):

This Annex III is not applicable because Clause 9(a), Option 1 (specific authorisation of sub processors) of the attached Addendum EU SCCs was not selected.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: neither Party
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Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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(SWITZERLAND)

To the extent DuPont will transfer Personal Information which is subject to the Swiss Federal Act on Data Protection, the following provisions will apply to such transfer:

1. Regardless of the attached EEA Standard Contractual Clauses' Annex I.C under Clause 13, the supervisory authority shall be Switzerland's Federal Data Protection and Information Commissioner.
2. Regarding Clause 18(c) of the attached EEA Standard Contractual Clauses¹, the term "Member State" is interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland in accordance with Clause 18(c).
3. Any references to the GDPR in the attached EEA Standard Contractual Clauses are to be understood as references to the Federal Act on Data Protection, including as may be amended.
4. The attached EEA Standard Contractual Clauses also apply to the Personal Information of legal entities until the revised Federal Act on Data Protection comes into effect. The revised Federal Act on Data Protection will apply only to Personal Information pertaining to natural persons so that this paragraph 4 will no longer apply when it comes into effect.

¹ ("A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.")

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(UNITED KINGDOM)

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Table 2: Selected SCCs, Modules and Selected Clauses

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Table 3: Appendix Information

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Annex 1A: List of Parties:

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Annex 1B: Description of Transfer:

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Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

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(SWITZERLAND)

To the extent DuPont will transfer PII which is subject to the Swiss Federal Act on Data Protection, the following provisions will apply to such transfer:

5. Regardless of the attached EEA Standard Contractual Clauses' Annex I.C under Clause 13, the supervisory authority shall be Switzerland's Federal Data Protection and Information Commissioner.
6. Regarding Clause 18(c) of the attached EEA Standard Contractual Clauses², the term "Member State" is interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland in accordance with Clause 18(c).
7. Any references to the GDPR in the attached EEA Standard Contractual Clauses are to be understood as references to the Federal Act on Data Protection, including as may be amended.
8. The attached EEA Standard Contractual Clauses also apply to the PII of legal entities until the revised Federal Act on Data Protection comes into effect. The revised Federal Act on Data Protection will apply only to PII pertaining to natural persons so that this paragraph 4 will no longer apply when it comes into effect.

² ("A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.")

ADDENDUM TO EEA STANDARD CONTRACTUAL CLAUSES – Processor to Controller

(UNITED KINGDOM)

Part 1: Tables

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Signature (if required for the purposes of Section 2)	Please see signature page.	Please see signature page.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Effective as of the date signed by both parties below (Module 4: standard contractual clauses for the transfer of personal data to third countries – processor to controller)
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Table 3: Appendix Information

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Annex 1A: List of Parties:

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(SWITZERLAND)

To the extent DuPont will transfer PII which is subject to the Swiss Federal Act on Data Protection, the following provisions will apply to such transfer:

9. Regardless of the attached EEA Standard Contractual Clauses' Annex I.C under Clause 13, the supervisory authority shall be Switzerland's Federal Data Protection and Information Commissioner.
10. Regarding Clause 18(c) of the attached EEA Standard Contractual Clauses³, the term "Member State" is interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland in accordance with Clause 18(c).
11. Any references to the GDPR in the attached EEA Standard Contractual Clauses are to be understood as references to the Federal Act on Data Protection, including as may be amended.
12. The attached EEA Standard Contractual Clauses also apply to the PII of legal entities until the revised Federal Act on Data Protection comes into effect. The revised Federal Act on Data Protection will apply only to PII pertaining to natural persons so that this paragraph 4 will no longer apply when it comes into effect.

³ ("A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.")