Data Processing Agreement

This data processing agreement ("**DPA**") is entered into by and between Customer and UiPath (as defined below, each a "**Party**" and collectively, the "**Parties**") as of the Effective Date.

By signing this DPA, you represent that you have the capacity to legally bind Customer.

1. Defined Terms

1.1. Terms defined in this DPA shall have the meaning assigned to them below. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

  a. "**Agreement**" means the agreement concluded between Customer and UiPath which is underlying to the Personal Data Processing contemplated by this DPA.

  b. "**Data Protection Law**" means any and all applicable data protection and privacy laws including but not limited to, where applicable, Regulation (EU) 2016/679 regarding the Personal Data Protection ("GDPR"), California Consumer Privacy Act (as amended) (the "CCPA") and solely with respect to the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (as incorporated under the European Withdrawal Act of 2018 as amended by the Data Protection, Privacy and Electronic Communications Regulations of 2019) that implements the GDPR ("UK GDPR") and solely with respect to Switzerland, the Swiss Federal Act on Data Protection of 1992 (as amended) ("FADP").

  c. "**Cloud Software**" means Software provided by UiPath to Customer in a hosted environment managed by UiPath, pursuant to the Agreement.

  d. "**Customer**" is the Controller or Processor signing this DPA and means either (i) a customer of UiPath under a validly concluded license agreement, or (ii) a partner of UiPath under a validly concluded partner agreement acting on its own and on behalf of its Affiliates.

  e. "**Controller**", "**Processor**", "**Data Subject**", "**Processing**", "**Process**", "**Supervisory Authority**" shall have the meaning given in the Data Protection Law.

  f. "**Data Subject**" shall have the meaning set forth in Data Protection Law and herein means any Data Subject whose Personal Data is lawfully transferred by the Controller to the Processor, under this DPA.

  g. "**Europe**" means the European Union, the European Economic Area, Switzerland and the United Kingdom.

  h. "**Incident**" means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed by UiPath for the purpose of this DPA.

  i. "**Personal Data**" shall have the meaning set forth in Data Protection Law and herein means the Personal Data transferred by Customer to UiPath when using Cloud Software, provided in the Support tickets, and/or shared for demos, proofs of concepts and Services.

  j. "**SCCs**" means (i) the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council approved by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as available herein (or successor website): https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN ("EU SCC"), (ii) in respect of transfers from UK to a country which is not covered by the UK's adequacy regulations, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner or the International Data Transfer Agreement, as available herein (or successor website): https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf and as applicable, according to the UK GDPR ("UK SCC").

k. "**Sub-processor**" means any third-party subcontractor appointed by UiPath to perform Personal Data Processing on behalf of UiPath, as provided: (i) in the Sub-processors list available on the Trust Portal here (or successor website): https://www.uipath.com/assets/downloads/subprocessors or (ii) in case of Services, as it may otherwise be notified to Customer, upon written request or in the relevant SOW.

l. "**Third Country**" means any third country, the territory or one or more specified sectors from that third country, or an international organization, which is not a member of the European Union or of the European Economic Area.

m. "**Transfer Safeguard**" means a solution that enables the lawful transfer of Personal Data to a Third Country in accordance with GDPR, including, by way of example and without limitation, the SCCs, adequacy decisions, biding corporate rules, etc.

n. "**UiPath**" is the Processor under this DPA and means the UiPath entity signing this DPA.

2.   Governance and Scope

2.1. **Governance**. This DPA governs the processing of Personal Data solely to the extent that Personal Data is transferred from Customer to UiPath in connection with Cloud Software, Support, Services, as applicable, under the Agreement and this DPA. The Parties agree that, under this DPA and in accordance with Data Protection Law, Customer acts as a Controller or a Processor for another Controller, as the case may be, and UiPath acts as a Processor. Customer must refrain from transferring Personal Data to UiPath in the following instances:

a. with products or services offered by UiPath for preview, early access or evaluation, as further indicated by UiPath in the underlying terms of use of such products or services;

b. where legislations allow the transfer of Personal Data to a provider solely subject to certain formalities (such as data localization, certification, or registration with the appropriate regulatory bodies, etc.) and such formalities are not yet fulfilled; and

c. if there is cardholder data ("CHD") and sensitive authentication data ("SAD"), as defined by Payment Card Industry Data Security Standard).

Customer must promptly notify any disclosure which conflicts with this section at privacy@uipath.com.

2.2. **Scope.** This DPA sets forth the general rights and obligations of the Parties, and the specific information and details regarding Personal Data Processing (i.e., purpose, duration, nature and purpose of each processing, type of Personal Data and Data Subjects), as detailed in Exhibit A (Details of the Processing) attached to this DPA. Any amendment to the processing details described in Exhibit A (Details of the Processing) may only be made based on a written instruction from Customer.

2.3. Customer has full control over the Personal Data sent for Processing and is responsible for (i) complying with Data Protection Law, (ii) assessing whether the use of Cloud Software, Support and Services, as applicable, meet its compliance and contractual obligations, and (iii) obtaining all rights, authorizations, and consents for the Processing of Personal Data in accordance with this DPA, including where applicable approval by Customer's Controllers to use UiPath as a Processor. This DPA does not apply to Personal Data Processed in the following scenarios:

a. as a result of Customer using third party cloud integrations, which are subject to their own terms and conditions and privacy policies;

b. when Cloud Software, Support and Services, as applicable, are not hosted by UiPath or its sub-processors and there is no transfer of Personal Data from Customer to UiPath;

c. when account or contact information are Processed: (i) to provide access to the Cloud Software, Support and Services, as applicable; (ii) for security, fraud prevention, performance monitoring, business continuity purposes; (iii) for managing user related communications (such as preferences, support, notifications etc.) or (iv) for billing purposes; and

d. to measure product usage data (such as metrics regarding the use of a product, feature, service) for product optimization, improvement, security, availability and reliability as per the Agreement.

3. Processing in accordance with Controller's Instructions

3.1. **Customer Instructions**. UiPath shall process Customer Data, including Inputs and Outputs and Personal Data only in accordance, and within, the limits set forth in the written instructions received from Customer, including as outlined in Exhibit A - Purpose (reason) of Processing. Further, and to the extent permitted by Data Protection Law, Customer grants to UiPath the right to anonymize and use workflow data and other technical data for improving the product capabilities and developing new products and services. UiPath will notify Customer without undue delay if it considers that Customer's instruction or any implementation of an instruction received from Customer breaches or may breach Data Protection Law.

3.2. **CCPA**. To the extent Processing of Personal Data is subject to CCPA, the Parties agree that Customer is the "Business" and UiPath is the "Service Provider" (as defined by CCPA). UiPath shall not (i) sell or share Personal Data as those terms are defined under CCPA; (ii) retain, use, or disclose Personal Data for any purpose other than performing the Services under the Agreement or as otherwise permitted by CCPA; or (iii) retain, use, or disclose Personal Data outside of the direct business relationship between UiPath and Customer.

3.3. **Records of Processing**. UiPath shall maintain the records required under Article 30(2) of GDPR for the Personal Data and, to the extent applicable to the processing of Personal Data on behalf of Customer, and make them available to Customer upon written request.

4. Confidentiality and Security

4.1. **Confidentiality**. UiPath will preserve the confidentiality of Personal Data and the Processing activities. UiPath shall ensure that any person responsible with the Processing of Personal Data by UiPath, either an employee, a contractor, or a Sub-processor, undertakes to maintain the confidentiality of Personal Data.

4.2. **Security of Processing**. UiPath has implemented and will maintain the technical and organizational practices to ensure an adequate level of security for the Personal Data Processed by UiPath, in line with ISO 27001 or similar industry information security standards, as further detailed in UiPath's Information Security Exhibit available on the Trust Portal. UiPath reserves the right to modify or update its practices, in light of any relevant changes in the industry standards, technology and material changes to UiPath's business. Notwithstanding UiPath's standard security practices, Customer is responsible to safeguard any Personal Data part of its credential information and/or any components under its control, and to assess whether its privacy and security obligations are met when using Cloud Software, Support and Services, as applicable.

5. Obligations for the Processor

5.1. **Access to Personal Data**. Subject to Data Protection Law, UiPath undertakes the obligations listed below with respect to the access to Personal Data.

   a. UiPath shall promptly inform Customer of requests received by UiPath from Data Subjects exercising their rights under Data Protection Law.

   b. To the extent technically possible, UiPath shall assist Customer with extracting, deleting or performing any other operations of Personal Data, or, where possible, provide Customer the ability to perform any of the aforementioned actions on Personal Data.

   c. UiPath shall provide commercially reasonable and timely assistance to Customer, in accordance with the technical capabilities of each Cloud Software, to enable Customer to respond to: (i) any request from a Data Subject exercising its rights under Data Protection Law; and (ii) any other enquiry or complaint received from a Data Subject or a Supervisory Authority in connection with the Processing of Personal Data.

5.2. **Incidents**. If UiPath becomes aware that an Incident has occurred, UiPath will, without undue delay: (1) notify Customer of the Incident, without compromise to UiPath's investigation or response; (2) investigate the Incident and provide Customer with reasonable information about the Incident; (3) take reasonable steps to mitigate the effects resulting from the Incident. The notice shall be sent to an e-mail address provided by Customer and

available in UiPath's records. Customer is responsible for providing appropriate and updated contact information. The Parties agree that, by the act of giving notice of an Incident, UiPath does not acknowledge any liability or fault thereof. Customer acknowledges that it is responsible for complying with its own legal obligations regarding Personal Data breach notifications. If Customer suspects that an Incident occurred, Customer shall without undue delay notify UiPath at privacy@uipath.com.

5.3. **Assistance**. Upon written request from Customer, UiPath shall give reasonable assistance to Customer in carrying out any assessment of the consequences or impact of Processing of Personal Data and in any consultation with the Supervisory Authority. UiPath will notify Customer without delay if a Supervision Authority contacts UiPath directly with respect to the processing activities that fall within the subject matter of this DPA.

6. Customer's Rights

6.1. **Proofs of Compliance**. Upon reasonable written request from Customer and no more than once (1) a year, UiPath will provide Customer, without undue delay, with (a) answers to a written security questionnaire provided by Customer, or references to where information required under that questionnaire is available, (b) a description of UiPath's technical and organizational practices with respect to the Processing of Personal Data, as necessary to assess compliance with this DPA.

6.2. **Audit**. If Customer believes, acting reasonably and in good faith, that an on-site or remote audit is necessary to verify compliance with this DPA, Customer may request that it or a third party (subject to a confidentiality agreement) conducts an audit, subject to the conditions set out in UiPath's Information Security Exhibit available on the Trust Portal.

7. Sub-processors

7.1. **Appointment and authorization**. UiPath uses Sub-processors listed under the Sub-processors list. Customer hereby consents to UiPath engaging new Sub-processors subject to Clause 7.2 below. UiPath will keep its Sub-processors to the same confidentiality obligations and adequate guarantees for the security of Personal Data as those provided for UiPath in this DPA. Sub-processors engaged by UiPath to provide Services are made available or identified, upon Customer's written request or in the relevant SOW.

7.2. **Changes of Sub-processors**. When UiPath intends to make any changes to the Sub-processors, it will send a written notice to Customer, at the e-mail address provided by Customer and available in UiPath's records. Subject to having a legitimate reason under Data Protection Law, Customer will have 30 (thirty) days from the date of UiPath's notice to exercise its right to object to the change and terminate the applicable Cloud Software, Support, and Service, by sending a written notice to the UiPath at privacy@uipath.com, which will contain at least (i) the name of the Cloud Software, Support and Services, as applicable, to be terminated and (ii) the termination date, which will be no later than 30 (thirty) days from the date of UiPath's notice to Customer. Customer acknowledges its sole and exclusive remedy for objecting to any change in Sub-processors is the termination of the Agreement, but only limited to the Cloud Software, Support and Services, as applicable for which the new Sub-processor is intended to be used. If UiPath does not receive a written notice of objection and termination in accordance with this section, it will be deemed in good faith that Customer has accepted the change in Sub-processors. Within the 30 (thirty)-day period from the date of UiPath's notice, Customer may request that the Parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for objection and do not affect UiPath's right to use the new Sub-processor(s) after the 30 (thirty)-day period.

7.3. **Mandatory Changes in Sub-processors**. Notwithstanding the rules set out for changes in Sub-processors in Clause 7.2, UiPath may replace a Sub-processor without advance notice to Customer where the reason for the change is outside of UiPath's reasonable control and prompt replacement is required for regulatory, security, system integrity, business continuity purposes or other urgent reasons. UiPath will inform Customer of the replacement Sub-processor as soon as possible following such change, and the procedure set out above will apply accordingly.

7.4. **Affiliates**. Customer acknowledges, agrees, and hereby gives a written authorization under Article 28 of the GDPR to UiPath to engage its Affiliates as Sub-processors. The Affiliates acting as Sub-processors are the ones specified in the Sub-processor list.

7.5. **Hosting Location**. Personal Data uploaded by Customer in the Cloud Software and processed for Support purposes will be hosted in the region(s) evidenced in the Sub-processor list. Where technically implemented in a particular Cloud Software, Customer may configure the hosting location of the Personal Data used therein, provided however that back-ups may have different configurations.

8. Cross-border Transfers of Personal Data

8.1. **Transfer Safeguards**. UiPath will also process Personal Data, including by using Sub-processors, outside the country in which Customer or its Affiliates using Cloud Software, Support and Services, as applicable, are located, in accordance with this DPA and as permitted under Data Protection Law, and subject to the following conditions: (a) by offering Transfer Safeguards, (b) relying on executed SCCs, and (c) ensuring that all transfers are made in accordance with Transfer Safeguards and/or SCCs.

8.2. **SCC**. Where UiPath is not located in a Third Country and acts as an exporter of Personal Data that is subject to the GDPR or any other European Data Protection Law, UiPath has entered into SCC with, or relies upon, Transfer Safeguards in connection to each Sub-processor located in a Third Country that acts as Personal Data importer. Where UiPath is located in a Third Country and acts as an importer of Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe, to the extent Transfer Safeguards cannot be provided, UiPath and Customer, as a Personal Data exporter hereby enter into, and agree that, the SCC shall apply and will be incorporated into this DPA, as follows: (a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and (b) Module 3 (Processor to Processor) shall apply where Customer is a Processor.

8.3. **Description of Processing**. The details required by the SCC, and by Annexes I and II thereto, are specified in Exhibit B below.

8.4. **Amendments to the SCC**. Unless UiPath notifies Customer to the contrary, if the European Commission amends the SCCs after the Effective Date, the amended SCCs will supersede and replace the SCCs executed between the Parties by virtue of this section. In addition, if and to the extent a court of competent jurisdiction or Supervisory Authority orders (for whatever reason) that the measures described in this DPA cannot be relied on for the purpose of lawfully transferring Personal Data to Third Countries, Customer agrees that UiPath may implement any additional measures or safeguards that may be reasonably required to enable a lawful transfer.

9. Term and Termination

9.1. **Term**. This DPA is effective at the Effective Date and will be in force for as long as Customer uses Cloud Software, Support and Services, as applicable, under the Agreement, without exceeding the duration of the Agreement. The Parties may agree to terminate this DPA upon written notice.

9.2. **Consequences of Termination**. Following termination of the Agreement and upon express written instructions from Customer, UiPath will ensure that the Personal Data will be, as requested by Customer, deleted, or returned to Customer either manually or, if technically available, via direct export from the relevant Service. In the absence of any written instruction from Customer given at the termination of the Agreement, the Parties agree that this section constitutes notice by Customer to UiPath of the instruction to delete or anonymize the Personal Data within a reasonable time following termination of the Agreement, in accordance with the Data Protection Law, unless and to the extent retention is required by applicable law, or the Personal Data has been archived on back-up systems due to the functionalities of Cloud Software, Support and Services, as applicable.

9.3. **Government Access Requests**. If UiPath receives any valid request of disclosure of Personal Data from a governmental body, it will: (a) make all reasonable efforts to redirect the request to Customer; (b) notify Customer as soon as possible after receiving a request, unless prohibited by law to send such notification. In such case, UiPath will make all lawful efforts to waive such prohibition; (c) challenge the legality of such order to disclose if,

after a careful assessment, it concludes that there are grounds under the law of the country of destination to do so. If UiPath is still compelled to disclose Personal Data, it will disclose only the minimum amount of data necessary to comply with the request of disclosure.

10. Liability

10.1. Each Party will be liable for its own actions and/or omissions under this DPA. UiPath will remain liable to Customer for the performance of the obligations that its appointed Sub-processors fail to comply with. This DPA is subject to the damages exclusions and limitation of liability set out in the Agreement.

11. Miscellaneous

11.1. **Agreement**. This DPA is without prejudice to the rights and obligations of the Parties under the Agreement, which will continue to have full force and effect. This DPA is incorporated into and made a part of the Agreement by this reference.

11.2. **Governing Law**. This DPA shall be interpreted and construed in accordance with the laws of Romania, unless otherwise expressly mandated by Data Protection Law. Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Bucharest.

11.3. **Entire Agreement**. This DPA constitutes the entire agreement between the Parties with respect to the subject matter hereof and takes prevalence over any prior written or oral agreement between them with respect to such subject matter or in the event of conflicting provisions regarding any rights and obligations granted or incurred by the Parties for purposes of this DPA.

Exhibit A - Details of the Processing

UiPath shall process Personal Data received from Customer in accordance with the details set out below.

Contact person(s) of the UiPath as Processor	privacy@uipath.com
Purpose (reason) of Processing	Performing the Agreement concluded between the Parties, such as providing the products and services, improving the products and services, as further described in the product documentation available at https://docs.uipath.com/overview/other/latest/overview/customer-data-usage-with-cloud-products
Type of Processing	Electronically.
Processing duration	For the duration of the Agreement plus the period from the expiry of the term of the Agreement until deletion or removal of all Personal Data from the Processor's records, in accordance with the Processor's internal policies.
Categories of processed Personal Data	Customer determines the categories of data for Cloud Software, Support and Services, as applicable, used under the Agreement.
Data Subjects (ex: employees, customers)	Individuals whose Personal Data is provided by Customer to UiPath by using Cloud Software, Support and Services, as applicable under the Agreement.
Data storage/ server location	The location of the data storage applicable to Cloud Software and Support (depending on the specific Cloud Software, Support and Services, as applicable used by Customer) is available here: https://www.uipath.com/assets/downloads/subprocessors (or successor website) or, for Services, is available or identified, upon Customer's request, in the relevant SOW.

Exhibit B

Details required by the Standard Contractual Clauses and by Annexes I and II

Selection of Module	
Standard Contractual Clauses	<u>Module Two</u> (transfer controller to processor) applies where Customer is a Controller.
	<u>Module Three</u> (transfer processor to processor) applies where Customer is a Processor, acting under the instructions of its Controller(s).
	<u>Module Four</u> (transfer processor to controller) applies where Customer is a Controller located in a Third Country, UiPath is a processor and exports Personal Data back to Customer.

Selection of Options	
Clause 7	Clause 7 Docking clause is optional, and the parties wish to adopt it.
Clause 9(a)	<u>Option 2:</u> UiPath has Customer's general authorization to engage Sub-processors in accordance with section 8 of this DPA.
Clause 11(a)	The second paragraph of Clause 11(a) is optional, and the parties do not wish to adopt it.
Clause 17	<u>Option 1</u> is selected, with the specified Member State of <u>Romania</u>.
Clause 18(b)	The specified Member State is <u>Romania</u>.

Annex I	

List of Parties

Data exporter(s)	*Identity:*	Customer, its Affiliates and authorised users, as defined under the Agreement.
	Contact person's name:	The data exporter's contact is identified in the Agreement.
	Activities relevant to data transferred under these Clauses:	The activities required to perform the Agreement: execution of instructions of Customer in accordance with the Agreement, continuous improvement of service features and functionalities, communication to authorized users, back up, and restoration of Personal Data stored in Cloud Software, security, monitoring etc.

	Role:	Controller or Processor
Data importer(s)	Identity:	UiPath Inc. (or one of its Affiliates based in a Third Country)
	Contact person's name:	privacy@uipath.com
	Activities relevant to data transferred under these Clauses:	The activities required to perform the Agreement: execution of instructions of Customer in accordance with the Agreement, continuous improvement of products and services features and functionalities, communication to authorized users, back up, and restoration of Personal Data stored in Cloud Software, security, monitoring etc.
	Role:	Processor

Description of Transfer

Categories of data subjects whose personal data is transferred	Individuals whose Personal Data is provided by the Controller to the Processor by using Cloud Software under the Agreement.
Categories of personal data transferred	Controller determines the categories of data for each Cloud Software used under the Agreement.
Sensitive data transferred	This depends on the data used by Customer in the automation workflows.
The frequency of the transfer	Personal Data is transferred continuously during the term of the Agreement.
Nature of the processing	As necessary for the performance of the Agreement concluded between the Parties.
Purpose(s) of the data transfer and further processing	Performing the Agreement concluded between the Parties. The transferred data may be related but not limited to the following:

a) Cloud Software – use of Personal Data to provide Cloud Software which include storage, computer processing and execution of Customer's instructions in accordance with the Agreement.

b) Services – the performance of professional services, as agreed under a SOW.

c) Support – solving support tickets raised by Customer when the Software is not working in accordance with the Documentation prescribed under the Agreement. This may include phone calls and performance of basic troubleshooting.

d) Proof of concepts, demo – use of Personal Data by UiPath to provide a proof of concept and/or a demo to Customer, if Parties agree that such engagement cannot be performed

	without Personal Data and subject to minimizing the Personal Data in scope.
The period for which the personal data will be retained	Personal Data shall be retained for the duration of the Agreement and subject to Clause 9.2 of the DPA.
Transfers to sub-processors	The list of Sub-processors and the processing activities performed by them is available at https://www.uipath.com/assets/downloads/subprocessors (or successor website).

Competent Supervisory Authority

The supervisory authority with responsibility for ensuring compliance by the data exporter	The applicable supervisory authority is the authority in the EU Member State where the data exporter is established, or other supervisory authority with the right by operation of law to supervise compliance.

Annex II - Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data	
Description of the technical and organisational measures implemented by the data importer(s)	UiPath will maintain at least the technical and organizational security measures set out in the DPA and on the Trust Portal at https://www.uipath.com/legal/trust-and-security (or successor website). Customer acknowledges and agrees that such measures are appropriate for the purposes of this DPA.
	Such measures do not apply if UiPath performs Services on Customer's premises and UiPath is provided access to Customer's systems and data. In such case, UiPath shall comply with Customer's reasonable policies for the protection of Customer Data against unauthorized access.

Annex III - List of Sub-processors	
The exporter(s) authorised the use of the following sub-processors:	https://www.uipath.com/assets/downloads/subprocessors (or successor website)

Transfers from the United Kingdom

EU SCC, completed with the details set forth under Section 1 above apply for transfers from the United Kingdom, subject to the following:

Applicable law	any references to "Directive 95/46/EC" or "Regulation (EU) 2016/679 shall be understood as references to the UK GDPR.
	any references to the "EU", "Union" and "Member State law" shall be understood as references to English law.
Competent authorities	any references to the "competent supervisory authority" and "competent courts" shall be understood as references to the relevant data protection authority and courts in England, unless the EU SCCs as implemented above cannot be used to lawfully Transfer such Data in compliance with the UK GDPR, in which event the UK SCCs will instead be incorporated by reference and form an integral part of this DPA and will apply to such Transfers. Where this is the case, the relevant Annexes or Appendices of the UK SCCs will be populated using the information contained in Section 1 above of this DPA (as applicable).
UK IDTA additional fields	Is personal data received from the Importer combined with personal data collected by the Exporter: No.
	Which Parties may end the UK IDTA: Both Parties.
	Applicable law to the IDTA: England and Wales.

Transfers from Switzerland

EU SCC, completed with the details set forth under Section 1 above apply for transfers from Switzerland, subject to the following:

Applicable law	any references to "Directive 95/46/EC" or "Regulation (EU) 2016/679 shall be understood as references to FADP.

Competent authorities	any references to the "competent supervisory authority" shall be understood as reference to "Swiss Federal Data Protection and Information Commissioner (the "FDPIC").
	any references to the competent courts or to any provisions related to contractual claims may be understood as references to the Member State, as set forth under Section 1 subject to data subjects in Switzerland having the possibility to file claims for their rights in Switzerland.