DIEBOLD NIXDORF STANDARD CONTRACTUAL CLAUSES AGREEMENT

Diebold Nixdorf and the Vendor (the "**Parties**") agree to be bound by this agreement (the "**DN Standard Contractual Clauses Agreement**" or "**Agreement**").

Capitalized terms used but not otherwise defined are set forth in Clause 3.

SECTION 1

1.   ENTRY INTO MODEL CLAUSES

1.1.   Current Agreement. The Parties warrant that they have a written agreement in place for services or products ("**Current Agreement**"). Vendor agrees that if it does not have a Current Agreement in place, it is not entitled to benefit from this DN Standard Contractual Clauses Agreement.

1.2. Any references in the Current Agreement to (i) "DN", "Diebold Nixdorf", "Wincor" or any other reference to "Group" when used in relation to DN, shall mean Diebold Nixdorf Inc. and any entity that, from time to time, is directly or indirectly controlled by Diebold Nixdorf Inc. (including its successors and assigns); and (ii) "Affiliate" when used in relation to DN, shall mean Diebold Nixdorf Inc and any entity that, from time to time, is directly or indirectly controlled by Diebold Nixdorf Inc (including its successors and assigns). For the purposes of these definitions, "control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms "controlling" and "controlled" shall be construed accordingly.

1.3. Application of the Standard Contractual Clauses. In respect of any Covered Transfer, DN and the Vendor agree that the Standard Contractual Clauses shall apply, subject to the financial limits and exclusions of liability, and the third-party rights regime, set out in the Current Agreement.

1.4. Application of the Standard Contractual Clauses (UK GDPR). In respect of any Covered Transfer subject to the UK GDPR, DN and the Vendor agree that the Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA which is hereby incorporated by reference into this DN Standard Contractual Clauses Agreement, and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in this DN Standard Contractual Clauses Agreement, except that for the purposes of Table 4 of Part 1 the parties select the "Exporter" option.

1.5. Application of the Standard Contractual Clauses (Switzerland). In respect of any Covered Transfer subject to Swiss Applicable Data Protection Laws, the parties recognise that Swiss Applicable Data Protection Laws shall include the Swiss Federal Act on Data Protection of 19 June 1992 ("**FADP**") as amended superseded, or replaced, and the Federal Data Protection Act when it enters into force (due to be on September 1, 2023). Where the Standard Contractual Clauses are applied pursuant to Swiss Applicable Data Protection Laws, for transfers to non-adequate countries subject to Swiss Applicable Data Protection Laws, the following shall be agreed:

> a)   the Swiss Federal Data Protection and Information Commissioner (FDPIC) shall be the competent supervisory authority, in accordance with Clause 13 and Annex 1 C. of the Standard Contractual Clauses;
>
> b)   the governing law in accordance with Clause 17 of the Standard Contractual Clauses shall be Swiss law in cases where the data transfers are exclusively subject to the FADP (or other Swiss Applicable Data Protection Laws);
>
> c)   in the Standard Contractual Clauses, the term 'Member State' shall not, in each case where it appears, be interpreted in such a way that would prevent or exclude data subjects in Switzerland from starting a claim in their habitual place of residence (Switzerland) in accordance with Clause 18 of the Standard Contractual Clauses; and
>
> d)   references to the GDPR in the Standard Contractual Clauses shall also include reference to the equivalent provisions of Swiss Applicable Data Protection Laws.

1.6 Details of Covered Transfers. For the purposes of the Standard Contractual Clauses:

a) the Data Exporter will be the party making the Covered Transfer;

b) the Data Importer will be the party receiving the Covered Transfer;

c) the categories of data, purposes of processing, recipients, processing operations and other details required to documented between the parties within the Annexes to the Standard Contract Clauses are as set out in Annex I.

d) the date shall be the date on which the first Covered Transfer is made;

e) the security measures to be implemented, can be found at

f) any consents provided by DN and its group members to data processing under the Current Agreement (including consents to sub-processing) shall apply equally to data processing pursuant to the Standard Contractual Clauses.

In acting as a Data Importer or Data Exporter DN shall act for itself and on behalf of any of its relevant group members.

2. MISCELLANEOUS

2.1.   Precedence. If there is any express conflict between the provisions relating to international transfers of Personal Data of the Current Agreement and the Standard Contractual Clauses, the international transfers provisions of the Standard Contractual Clauses shall take precedence over any conflicting provisions of the Current Agreement.

2.2.   Choice of Law and Jurisdiction. Except as expressly stated in the Standard Contractual Clauses (which provide for the governing law of the Standard Contractual Clauses themselves), this Agreement and any dispute or claim arising out of or in connection with this Agreement will be governed by and construed in accordance with applicable law clause of the Current Agreement.

2.3.   No Waiver. If either party delays or fails to exercise any right or remedy under this Agreement, it will not have waived that right or remedy.

2.4.   Docking Clause. The optional Clause 7 in the New EU Standard Contractual Clauses shall not apply. No third parties are intended to accede to this DN Standard Contractual Clauses Agreement.

3. DEFINITIONS

- **Applicable Data Protection Laws** – the following legislation to the extent applicable from time to time:
  - o national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC);
  - o the GDPR and any national law issued under that Regulation; and
  - o any other privacy law, including the UK GDPR and UK Data Protection Act 2018.

- **Vendor** – a party to the Current Agreement.

- **Controller** – has the meaning given to it in Applicable Data Protection Laws.

- **Covered Transfer** – a transfer of Personal Data between the parties to the Current Agreement which, in the absence of the Standard Contractual Clauses, would be prohibited by Applicable Data Protection Laws.

- **Data Exporter** – has the meaning given to it in the Standard Contractual Clauses.

- **Data Importer** – has the meaning given to it in the Standard Contractual Clauses.

- **EEA** – means the European Economic Area.

- **Processor** – has the meaning given to it in Applicable Data Protection Laws.

- **GDPR** – the EU General Data Protection Regulation (2016/679).

- **Personal Data** – has the same meaning as in Applicable Data Protection Laws.

- **Processor** – has the meaning given to it in Applicable Data Protection Laws.

- **DN** – the DN entity that has signed the Current Agreement

- **Standard Contractual Clauses** means the standard contractual clauses for the transfer of personal data to third countries approved pursuant to Commission Decision (EU) 2021/914 of 4 June 2021, found at ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and as read in conjunction with Section 2 of this DN Standard Contractual Clauses Agreement;

- **UK GDPR** – the GDPR as transposed into the national law of the United Kingdom through the operation of section 3 of the European Union (Withdrawal) Act 2018.

- **UK IDTA** - means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018, as set out at **Annex III** to this DN Standard Contractual Clauses Agreement.

SECTION 2:

The Standard Contractual Clauses shall apply to all Covered Transfers.

For purposes of the Controller-to-Processor Standard Contractual Clauses (Module 2), DN is the "data exporter" and Vendor is the "data importer." The Parties agree to the following terms:

1. Incorporation by Reference. The Parties shall abide by and transfer personal data in accordance with the Controller-to-Processor Standard Contractual Clauses (Module 2), which are incorporated into this Agreement by reference. Each Party is deemed to have executed the Standard Contractual Clauses by executing this Agreement. The information required for the purposes of the Appendix to the Standard Contractual Clauses is set out in Annex [I] and Annex [II] for the Technical and Organizational measures.

2. Docking Clause. The option under Clause 7 of the Standard Contractual Clauses shall not apply.

3. Onward Transfers. For the purpose of Clause 8.8 of the Standard Contractual Clauses, Processor is responsible for executing Standard Contractual Clauses with any third party or ensuring third party's compliance with the requirements set out in Clause 8.8 of the Standard Contractual Clauses.

4. Authorization of Subprocessors. For the purpose of Clause 9 of the Standard Contractual Clauses, Option 1 (Specific Prior Authorisation) is selected. Processor shall submit the request for specific authorization to Controller (by email to dataprivacy@dieboldnixdorf.com) at least one month in advance of its engagement of a new subprocessor.

5. Subprocessors and Onward Transfers. For the purpose of Clause 9(b) of the Standard Contractual Clauses, Processor must require that a subprocessor enter into Standard Contractual Clauses if it engages its own subprocessor to process personal data in a Third Country.

6. Redress. The optional wording at Clause 11(a) is deleted.

7. Supervisory Authority. Clause 13(a) of the Standard Contractual Clauses shall apply as follows:

   The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

8. Government Access Requests. For the purposes of Clause 15(1)(a) of the Standard Contractual Clauses, Processor shall notify Controller (only) and not the data subject(s) in case of government access requests.

9. Governing Law and Jurisdiction. For the purposes of Clause 17 and Clause 18 of the Standard Contractual Clauses, the Member State for purposes of governing law and jurisdiction shall be Germany.

ANNEX [I]: DESCRIPTION OF PROCESSING/TRANSFER

A. LIST OF PARTIES

-   Data exporter(s):
-   Name: [ ]
-   Address: [ ]
-   Contact person's name, position and contact details: dataprivacy@dieboldnixdorf.com
-   Activities relevant to the data transferred under these Clauses: [ ]
-   Signature and date: [ ]
-   Role (controller/processor): Controller

-   Data importer(s):
-   Name: [ ]
-   Address: [ ]
-   Contact person's name, position and contact details: [ ]
-   Activities relevant to the data transferred under these Clauses: [ ]
-   Signature and date: [ ]
-   Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

1. Categories of data subjects whose personal data is transferred.	
Select all that apply:	
Prospective customers/Marketing Leads	☐
Customers	☐
Former Customers	☐
Candidates	☐
Employees/ Former Employees	☐
Agents/Suppliers	☐
Former Agents/Suppliers	☐
Children	☐

	☐
Visitors	☐
Website Visitors	☐
Other (please specify):	☐

2. Categories of personal data transferred.	

Select all that apply:

First name or initial, last name	☐
Mailing address or geographic location	☐
Dates of birth / age	☐
E-mail address	☐
Telephone or Fax number	☐
Unique national, state, provincial, or local identifier (e.g., passport, tax ID number, social insurance number or license numbers)	☐
Bank account numbers (including routing numbers or sort code)	☐
Credit or Debit card number	☐
Credit reports, credit scores and fraud alerts	☐
Loan or deposit balances	☐
Income	☐
Profession	☐
Payment or purchase history (including information relevant to targeted marketing, e.g., product order history, service subscription history, descriptive listing of consumers)	☐
Online information concerning a child	☐
Device identifiers (such as serial numbers, mobile phone UDIDs, IMSIs, MAC address etc.)	☐
URLs (Web Universal Resource Locator)	☐
Internet Protocol (IP) address	☐

Any other identifier that permits the physical or online contacting of a specific individual (e.g., user ID)	☐
Other unique identifiers attributed to a specific individual	☐
Full-face photographic images (and comparable images)	☐
Geo-location information	☐
"Black Box" Data, e.g., telemetric, in- vehicle or in-home monitoring	☐
Vehicle identifiers (such as license plate number)	☐
Conversations (voice recordings, transcripts, or overheard)	☐
Video programming activity information	☐
Military history	☐
Employment history (including Certificate numbers)	☐
Education and training	☐
Communications metadata	☐
Other (please specify):_____	☐

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

☐ No, sensitive data is not included in the transfer.

☐ Yes, sensitive data (data revealing the following aspects) as listed below is included:

Personal data revealing racial or ethnic origin	☐
Personal data revealing political opinion	☐
Personal data revealing religious or philosophical beliefs	☐
Personal data revealing trade unions membership	☐
Genetic data* for the purpose of uniquely identifying an individual	☐

Biometric data** for the purpose of uniquely identifying an individual	☐
Data concerning health (i.e., data related to the physical or mental health of a person, including the provision of health care services, which reveal information about his/her health status)	☐
Data concerning an individual's sex life or sexual orientation	☐
Data relating to criminal convictions and offences; criminal records data	☐

** **Genetic data** means personal data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question*

*** **Biometric data** means personal data resulting from specific technical processing relating to the physical, physiological, or behavioral characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.*

4. The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

Select the appropriate option:

☐ Continuous (e.g., daily, weekly, monthly)

☐ One off

☐ Other (please specify) _____

Nature of the processing:

The nature and purpose of the Processing is the provision of the Services as described in the Current Agreement and in accordance with Controller instructions.

Purpose(s) of the data transfer and further processing:

The nature and purpose of the Processing is the provision of the Services as described in the Current Agreement and in accordance with Controller instructions.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

The duration of the Processing is the term of the Current Agreement and until all Company Personal Data has been destroyed or returned.

For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing:

Other processor / Subprocessor	Personal data processed	Purpose of the processing	Nature of the processing	Duration of the processing	Location

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Germany

D. LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

1. Name:

Contact person's name, position and contact details:

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):

ANNEX [II]: TECHNICAL AND ORGANIZATIONAL MEASURES

The minimum technical and organizational measures to be applied by the Supplier for the provision of the Services are available at https://www.dieboldnixdorf.com/-/media/diebold/files/support/data-privacy/dn-supplier-security-requirements-pdf.pdf

ANNEX [III]: UK INTERNATIONAL DATA TRANSFER ADDENDUM

ICO issued Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018.

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date	Effective Date of Amendment	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: See Annex I Trading name (if different): Main address (if a company registered address): See Annex I Official registration number (if any) (company number or similar identifier):	Full legal name: See Annex I Trading name (if different): Main address (if a company registered address): See Annex I Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): See Annex I Job Title: See Annex I Contact details including email: See Annex I	Full Name (optional): See Annex I Job Title: See Annex I Contact details including email: See Annex I
Signature (if required for the purposes of Section 2)	See Annex I	See Annex I

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: Reference (if any): Other identifier (if any): Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
2	x	No	N/A	☒ Prior authorization ☐General authorization	10 business days	N/A
3	x	No	N/A	☒ Prior authorization ☐General authorization	10 business days	N/A

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: See Annex I

Annex 1B: Description of Transfer: See Annex I

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

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

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: ☐ Importer ☒ Exporter ☐ neither Party

Part 2: Mandatory Clauses

Entering into this Addendum

Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.

Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum 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.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.

If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.

If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.

Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:

a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;

b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.

No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.

The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:

a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";

c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";

d. Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";

e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"

f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;

g. References to Regulation (EU) 2018/1725 are removed;

h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";

i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";

j. Clause 13(a) and Part C of Annex I are not used;

k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

l. In Clause 16(e), subsection (i) is replaced with:

"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;";

m. Clause 17 is replaced with:

"These Clauses are governed by the laws of England and Wales.";

n.   Clause 18 is replaced with:

"Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and

o.   The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

From time to time, the ICO may issue a revised Approved Addendum which:

a.   makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or

b.   reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate, and demonstrable increase in:

a.   its direct costs of performing its obligations under the Addendum; and/or

b.   its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.