



## **DATA TRANSFER AGREEMENT**

**Aya Data Ltd**

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## Data Transfer Agreement

**Dated**                    **2020**

### **Between:**

- (1)        **Aya Data Ltd**, a company incorporated in England and Wales under registration number 13528310, whose registered office is at Labs House 15-19 Bloomsbury Way, Holborn, London, England WC1A 2TH ("**Aya Data UK**"); and
- (2)        **Aya Data Ltd**, a company incorporated in Ghana, whose registered office is at The Courtyard, Ndabaningi, Labone, Accra, Ghana ("**Aya Data Ghana**").

### **Background:**

- (A)        Aya Data UK offers services in the fields of data processing services to support the business activities of other companies, in the course of which it Processes Personal Data.
- (B)        In the ordinary course of business operations, the Parties to this Agreement need to make international transfers of Personal Data between their Affiliates, in different parts of the world.
- (C)        The Parties wish to ensure that adequate safeguards are in place for the Processing and transfer of Personal Data in order to protect the interests of the relevant Data Subjects as well as the commercial interests of the Parties, and to ensure that they comply with the provisions of all relevant laws which relate to the Processing and transfer of Personal Data.
- (D)        The Parties have agreed that the EC standard contractual clauses (EU-Controller to Non-EU/EEA-Controller) agreed pursuant to the Commission Decision 27 December 2004 in Schedule 1 of this Agreement will apply, where applicable, for the purposes of EU Data Protection Law or any other Applicable Data Protection Law to govern the transfer of Personal Data to Controllers in other countries which do not ensure an adequate level of data protection.
- (E)        The Parties have agreed that the EC standard contractual clauses (EU-Controller to Non-EU/EEA-Processor) agreed pursuant to the Commission Decision 5 February 2010 in Schedule 2 of this Agreement will apply, where applicable, for the purposes of EU Data Protection Law or any other Applicable Data Protection Law to govern the transfer of Personal Data to Processors in other countries which do not ensure an adequate level of data protection.
- (F)        Accordingly, the Parties enter into this Agreement to document and formalise their data sharing.

**Now it is agreed** as follows:

## **1 Definitions and interpretation**

In this Agreement, unless inconsistent with the context or otherwise specified:

1.1        the following expressions have the following meanings:

"**Affiliate**" means, in relation to a Party, any other entity which directly or indirectly Controls, is Controlled by, or under the direct or indirect common Control with, that Party from time to time.

"**Agreement**" means this Data Transfer Agreement, including its Schedules and any Annex or Appendix to such Schedules.

"**Applicable Data Protection Law**" means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data applicable to a Controller in the country in which the Data Exporter is established including, but not limited to, applicable EU Data Protection Law.

"**Control**" means, in relation to a person, the direct or indirect ownership or control of more than 50 per cent of the voting capital or similar right of ownership of that person or the legal power to direct or cause the direction of the general management and policies of that person whether through the ownership of voting capital, by conduct or otherwise, and "**Controls**" and "**Controlled**" shall be interpreted accordingly.

"**Controller**" shall have the same meaning as in the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Controller Transfer Clauses**" means the EC standard contractual clauses (Controller-Controller) agreed pursuant to the Commission Decision 27 December 2004, as set out in Schedule 1 of this Agreement, as may be amended, updated or replaced from time to time.

"**Data Exporter**" means the Party who transfers the Personal Data to the other Party pursuant to a Relevant Transfer.

"**Data Importer**" means the Party who agrees to receive from a Data Exporter in another country Personal Data for further Processing in accordance with the terms of this Agreement.

"**Data Subject**" shall have the same meaning as in the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Directive**" means the European Union Directive number 95/46/EC entitled 'Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data'.

"**Disclosing Party**" has the meaning given to it in clause 5.1.

"**EC**" or "**Commission**" means the European Commission.

"**EEA**" means the European Economic Area.

"**Effective Date**" has the meaning given to it in clause 11.3.

"**Aya Data Policies**" shall have the meaning set forth in clause 2.2.

"**EU Data Protection Law**" means the Regulation, any applicable related national legislation and any successor or replacement legislation.

"**Parties**" means Aya Data UK and Aya Data Ghana, and "**Party**" means any one of them.

"**Personal Data**" shall have the same meaning as in the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Process/Processing**" shall have the same meaning as in the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Processor**" shall have the same meaning as in the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Processor Transfer Clauses**" means the EC standard contractual clauses (Controller-Processor) agreed pursuant to the Commission Decision 5 February 2010, as set out in Schedule 2 of this Agreement, as may be amended, updated or replaced from time to time.

"**Regulation**" means the 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.

"**Recipient Party**" has the meaning given to it in clause 5.1.

"**Relevant Transfer**" means a transfer of Personal Data:

- (i) from a Party which (in respect of that Personal Data) is subject to either: (a) EU Data Protection Law; or (b) any other Applicable Data Protection Law imposing similar restrictions on, or requiring the Data Importer to provide appropriate safeguards for, extra-territorial transfers of Personal Data;
- (ii) to the other Party, to the extent that other Party is in a territory which (but for the operation of this Agreement) does not offer an adequate level of protection as required by EU Data Protection Law or the relevant Applicable Data Protection Law (as applicable); and
- (iii) which is not subject to any of the permitted derogations or conditions contained in EU Data Protection Law or the relevant Applicable Data Protection Law (which may include the consent of the Data Subject, existing contractual protections and establishment in a jurisdiction approved by the European Commission under Article 45 of the Regulation).

"**Special Categories of Data**" shall be the Personal Data referred to in Article 9(1) of the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Supervisory Authority**" shall have the same meaning as in the Regulation, or the same or equivalent meaning under the relevant Applicable Data Protection Law (as applicable).

"**Technical and Organisational Security Measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing, including those measures set out in Schedule 3.

"**Transfer Clauses**" means either the Controller Transfer Clauses or the Processor Transfer Clauses as the case may be.

1.2 References to any statute include any statutory instrument or regulations made under it and references to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time.

1.3 The singular includes the plural and vice versa.

- 1.4 Words importing gender include each gender.
- 1.5 Words denoting persons include natural persons, bodies corporate, firms, partnerships, unincorporated associations, governments, foundations and trusts (in each case whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires reference to any clause, paragraph or Schedule is to a clause, paragraph or Schedule (as the case may be) of or to this Agreement. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules. Any reference to a clause in Schedule 1 or in Schedule 2 is a reference to a clause set out in that Schedule.
- 1.7 Clause headings are included for the convenience of the Parties only and do not affect its interpretation.
- 1.8 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 Purpose**

- 2.1 This Agreement is entered into between the Parties to formalise the information sharing between the various entities and their respective branches and offices and to protect such information sharing.
- 2.2 The Parties agree to Process Personal Data in accordance with all relevant national laws, regulations and codes of practice which govern the Processing of that Personal Data, and shall also comply with all relevant guidance and policy documents of the Parties which are available or otherwise made available from time to time ("**Aya Data Policies**").
- 2.3 Each Party will promptly notify each other and co-operate with them if it believes that it may no longer be able to comply with any of the terms of this Agreement.

## **3 Transfer Clauses**

- 3.1 Where the Data Exporter is the Controller of the Personal Data to be exported as a Relevant Transfer and the Data Importer is also to be a Controller in respect of that Personal Data then that Data Exporter and Data Importer shall observe the terms of the Controller Transfer Clauses and the Applicable Data Protection Law.
- 3.2 Where the Data Exporter is the Controller of Personal Data to be exported as a Relevant Transfer and the Data Importer is to be a Processor in respect of that Personal Data then that Data Exporter and Data Importer shall observe the terms of the Processor Transfer Clauses and the Applicable Data Protection Law.
- 3.3 If so required by the laws or regulatory procedures of any jurisdiction, the Parties shall, in respect of a Relevant Transfer or category of Relevant Transfers:
  - 3.3.1 execute or re-execute the Transfer Clauses, including where the Transfer Clauses need to be executed or re-executed as separate documents; and/or
  - 3.3.2 complete and sign a document in the material form of Annex B of Schedule 1 (for Controller to Controller transfers) and Appendix 1 to Schedule 2 (for Controller to Processor transfers) setting out the details of the proposed transfers of Personal Data,

in such manner as may be required.

#### **4 Technical and Organisational Measures**

The provisions and requirements of Schedule 3 shall apply in all cases where a Processor Processes Personal Data on behalf of a Controller.

#### **5 Processing by Processors in Adequate Countries**

5.1 Where a Party (a "**Recipient Party**") is to act as a Processor of Personal Data received from the other Party (a "**Disclosing Party**") in circumstances where (i) the Recipient Party or Disclosing Party is subject to EU Data Protection Law or to any other Applicable Data Protection Law requiring safeguards in respect of Personal Data transferred to Processors irrespective of whether there is a Relevant Transfer:

- 5.1.1 both the Disclosing Party and the Recipient Party shall at all times comply with the relevant provisions of Applicable Data Protection Law and shall not cause the other Party to breach any of its obligations under Applicable Data Protection Law;
- 5.1.2 the Recipient Party warrants and undertakes to the Disclosing Party that, in relation to that Personal Data being transferred to it, it shall:
  - (a) only process the Personal Data:
    - (i) in accordance with the Disclosing Party's documented instructions and this Agreement (unless the Recipient Party reasonably considers such instructions infringe Applicable Data Protection Law, in which case the Recipient Party shall immediately notify the Disclosing Party); or
    - (ii) as otherwise required by any competent authority or applicable law (in which case the Recipient Party shall inform the Disclosing Party of that legal requirement before Processing, unless that law prohibits this);
  - (b) implement appropriate Technical and Organisational Security Measures, to maintain the security of the Personal Data and to prevent accidental, unauthorised or unlawful destruction, damage, loss, alteration, disclosure, access, or Processing of or to the Personal Data and which provide a level of security appropriate to the risk represented by the Processing and the nature of the data to be protected;
  - (c) keep, and ensure that persons authorised by it to process Personal Data keep, Personal Data confidential in accordance with the Recipient Party's confidentiality obligations pursuant to this Agreement;
  - (d) assist the Disclosing Party in ensuring compliance with its obligations in relation to the: (i) security of processing of; (ii) notification of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to; and (iii) carrying out of data protection impact assessments, in each case in relation to Personal Data in the Recipient Party's possession or control;
  - (e) assist the Disclosing Party by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Disclosing

Party's obligation to respond to any request by a Data Subject to exercise their rights under Applicable Data Protection Law;

- (f) delete or return all Personal Data to the Disclosing Party upon request on termination or expiry of this Agreement and destroy all copies of the Personal Data (save to the extent that retention of copies is required by applicable law); and
- (g) maintain a record of its processing activities and provide such cooperation and information to the Disclosing Party as is reasonably necessary for the Disclosing Party to demonstrate compliance with its obligations pursuant to Applicable Data Protection Law, including permitting the Disclosing Party, or a third party acting on its behalf, to audit the Recipient Party's compliance with this clause.

5.1.3 The Recipient Party shall not process or transfer Personal Data to any jurisdiction outside a country not deemed to provide an adequate level of protection for Personal Data by any regulator, save to the extent permissible by Applicable Data Protection Law.

5.1.4 The Recipient Party shall not use any subcontractor to process Personal Data as a sub-processor without the Disclosing Party's prior written consent and shall ensure that where a sub-processor is duly engaged to carry out specific processing activities: (a) such processing is subject to a written contract with that sub-processor containing data protection obligations no less onerous than those set out in this clause 5.1; and (b) the Recipient Party shall remain liable for the acts and omissions of any such sub-processor with respect to the processing of Personal Data.

5.1.5 A statement of work or similar terms of engagement shall set out the scope of the Processing carried out by the Recipient Party pursuant to this clause 5.1, which shall include the subject matter, duration, nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects and shall specify that the obligations and rights of the Supplier are set out in this Agreement.

## **6 Transfers to Non-Parties**

The terms of this Agreement do not regulate the conditions under which Personal Data may be transferred to persons who are not Parties. In the circumstances where such transfers are permitted under applicable laws, it is the responsibility of each Party transferring Personal Data to ensure that the transfer is lawful and that all Processing of data for the purposes of that transfer is carried out in a lawful manner.

## **7 Duties of Confidentiality**

The Parties acknowledge that Personal Data in their possession or under their control may constitute or contain information which is of a confidential or otherwise sensitive in nature. The Parties will not disclose or transfer Personal Data in contravention of any data protection or privacy laws or any duties of confidentiality, whether such duties arise under law, by agreement or otherwise.

## **8 Supervisory Authorities**

The Parties shall co-operate with each other in order to ensure that Supervisory Authorities receive information to which they are entitled or may request under appropriate Applicable Data

Protection Law, and shall also assist each other to observe the requirements or directions of any Supervisory Authorities.

## **9 Conflict**

9.1 In the event of any conflict between the Aya Data Policies and the provisions of this Agreement, then the provisions of this Agreement shall take precedence over the Aya Data Policies.

9.2 In the event of a conflict between the provisions of an applicable national law and the terms of this Agreement then the Parties shall endeavour (as far as reasonably possible) to comply with the terms of this Agreement with such necessary amendments to ensure that they do not contravene the national law.

9.3 In the event of any conflict between the provisions of the Transfer Clauses and the other terms of this Agreement, the Transfer Clauses shall take precedence.

## **10 Termination**

10.1 In the event that the Data Importer is in breach of its obligations under this Agreement, then the Data Exporter may temporarily suspend the transfer of Personal Data to the Data Importer until the breach is repaired or this Agreement is terminated.

10.2 In the event that:

10.2.1 the transfer of Personal Data to the Data Importer has been temporarily suspended by the Data Exporter for longer than one month pursuant to clause 10.1;

10.2.2 compliance by the Data Importer with this Agreement would put it in breach of its legal or regulatory obligations in the country of import or otherwise becomes impossible;

10.2.3 the Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under this Agreement;

10.2.4 a final decision against which no further appeal is possible has been issued by a competent court of the Data Exporter's country of establishment, or if the Supervisory Authority rules that there has been a breach of this Agreement by the Data Importer or the Data Exporter;

10.2.5 a petition is presented for the administration or winding up of the Data Importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Data Importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs; or

10.2.6 the purpose for which the Relevant Transfer was made ceases to exist,

then, subject to any mandatory local law restrictions or prohibitions, the Data Exporter, without prejudice to any other rights which it may have against the Data Importer, shall be entitled to terminate this Agreement either (i) in respect of all Relevant Transfers from it to that Data Importer, or (ii) in respect of only those Relevant Transfers from it to that Data Importer which are subject to the event listed in clause 10.2 above, in which case the Supervisory Authority shall be informed where required. A Party shall promptly notify the other Parties of the exercise of any of its rights under this clause 10.2.

- 10.3 The Parties agree that upon the termination of all or part of this Agreement at any time, any Data Importer which is a Processor shall (at the choice of the Data Exporter):
- 10.3.1 return all the Personal Data transferred and the copies thereof to the Data Exporter or shall destroy all the Personal Data and certify to the Data Exporter that he has done so, unless legislation imposed upon the Data Importer prevents him from returning or destroying all or part of the Personal Data transferred. In that case, the Data Importer warrants that he will guarantee the confidentiality of the Personal Data transferred and will not actively Process the Personal Data transferred anymore; or
- 10.3.2 continue to either: (a) apply the obligations and/or conditions under the relevant Transfer Clauses as regards the Processing of the Personal Data transferred; or (b) put in place alternative methods which provide equivalent protection for such Personal Data.
- 10.4 This Agreement shall terminate automatically upon the Board of Directors of Aya Data UK passing a resolution to terminate this Agreement, in accordance with the terms of such resolution.
- 10.5 The Parties may rescind or terminate this Agreement without the prior consent of any third party.

## **11 Counterparts**

- 11.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 11.2 Transmission of an executed counterpart of this Agreement (or the executed signature page of a counterpart of this Agreement) by e-mail (in PDF, JPEG or other agreed format) shall take effect as valid delivery of an executed counterpart of this Agreement.
- 11.3 This Agreement shall become effective once executed by both Parties (the "**Effective Date**").

## **12 Entire Agreement**

- 12.1 This Agreement represents the entire agreement between the Parties in relation to the protection and transfer of Personal Data shared between the Parties as a Relevant Transfer and supersedes all existing terms agreed between any of the Parties to the extent covered by this Agreement, including any data transfer provisions previously agreed between any of the Parties. Each Party acknowledges that in entering into this Agreement it has not relied on any representations, agreements, warranties or other assurances (other than set out in this Agreement) and waives all rights and remedies which would be available to it but for this clause 12.1. Nothing in this clause 12.1 excludes or limits any liability for fraud.

## **13 Dispute Resolution**

- 13.1 If any dispute arises between the Parties (or any of them) under or in connection with this Agreement then they will endeavour to resolve the dispute amicably between them in the first instance. If the dispute cannot be resolved within six (6) weeks of referral then any Party to the dispute may refer the dispute mediation.
- 13.2 In respect of a Relevant Transfer:
- 13.2.1 in the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the Processing of the Personal Data against either or both of the

Data Importer and/or the Data Exporter, the Parties acting as Data Importer and Data Exporter will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion;

13.2.2 the Parties acting as Data Importer and Data Exporter agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. If they do participate in the proceedings, the Parties may, if permitted, elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes; and

13.2.3 each Party shall abide by a decision of a competent court of the Data Exporter's country of establishment or of the relevant Supervisory Authority which is final and against which no further appeal is possible.

13.3 For the avoidance of doubt, each Party will, upon request by a Data Subject, submit to the jurisdiction of the court of the Data Exporter in respect of all Relevant Transfers made by that Data Exporter.

## **14 Notices**

14.1 Any notice given under this Agreement (a "**Notice**") shall be in writing and may be delivered personally, sent by first class post or internationally recognised courier (and air mail if overseas) or by fax.

14.2 Notices shall be sent to the Party due to receive the Notice to the usual or last known place of business of such Party or to a fax number (as the case may be) specified by that Party for these purposes.

14.3 Unless there is evidence that it was received earlier, a Notice is deemed given:

14.3.1 if delivered personally, when left at the address referred to above;

14.3.2 if sent by post (except international post / airmail) three business days after posting it;

14.3.3 if sent by international post / airmail, nine business days after posting it; or

14.3.4 if sent by fax, when clearly received in full.

## **15 Waiver**

Waivers of any rights or remedies under this Agreement may only be given in writing. No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair the right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

## **16 Severability**

If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable in any jurisdiction, such provision shall be given no effect in that jurisdiction, but without invalidating any of the remaining provisions of this Agreement or the provisions of this Agreement in any other jurisdiction.

**17 Governing law**

17.1 Without prejudice to clause IV of Schedule 1 and clause 9 of Schedule 2, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

**18 Jurisdiction**

18.1 Without prejudice to clause V of Schedule 1 and clause 9 of Schedule 2, each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**This Agreement** has been entered into on the date stated at the beginning of it.

**Signed** by **William Robert Falconer** duly authorised for and on behalf of **Aya Data UK.**

  
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Authorised Signatory

**Signed** by **Frederick Monk** duly authorised for and on behalf of **Aya Data Ghana**

  
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Authorised Signatory

## **Schedule 1**

### **Controller to Controller Transfer Clauses**

The following are standard contractual clauses for the transfer of Personal Data from the community of the European Economic Area to third party countries (Controller to Controller transfers). The Parties agree that they shall apply to any Relevant Transfer.

For the purpose of the clauses, the Parties (referred to as "parties" and each a "party") are either the Data Exporter or the Data Importer as applicable from time to time in respect of each transfer of Personal Data.

The details of the transfer (as well as the Personal Data covered) are specified in Annex B, which forms an integral part of the clauses.

#### **I. Obligations of the Data Exporter**

The Data Exporter warrants and undertakes that:

- a) The Personal Data have been collected, Processed and transferred in accordance with the laws applicable to the Data Exporter.
- b) It has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the Data Importer, when so requested, with copies of Applicable Data Protection Laws or references to them (where relevant, and not including legal advice) of the country in which the Data Exporter is established.
- d) It will respond to enquiries from Data Subjects and the authority concerning Processing of the Personal Data by the Data Importer, unless the parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it, if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to Data Subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the Data Exporter shall inform Data Subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the Data Exporter shall abide by a decision of the authority regarding access to the full text of the clauses by Data Subjects, as long as Data Subjects have agreed to respect the confidentiality of the confidential information removed. The Data Exporter shall also provide a copy of the clauses to the authority, where required.

#### **II. Obligations of the Data Importer**

The Data Importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the Processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the Personal Data, including Processors, will respect and maintain the confidentiality and security of the Personal

Data. Any person acting under the authority of the Data Importer, including a data Processor, shall be obligated to Process the Personal Data only on instructions from the Data Importer. This provision does not apply to persons authorised or required by law or regulation to have access to the Personal Data.

- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the Data Exporter (which will pass such notification on to the authority, where required) if it becomes aware of any such laws.
- d) It will Process the Personal Data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the Data Exporter a contact point within its organisation authorised to respond to enquiries concerning Processing of the Personal Data, and will cooperate in good faith with the Data Exporter, the Data Subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the Data Exporter, or if the parties have so agreed, the Data Importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the Data Exporter, it will provide the Data Exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the Data Exporter, it will submit its data Processing facilities, data files and documentation needed for Processing to reviewing, auditing and/or certifying by the Data Exporter (or any independent or impartial inspection agents or auditors, selected by the Data Exporter and not reasonably objected to by the Data Importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or Supervisory Authority within the country of the Data Importer, which consent or approval the Data Importer will attempt to obtain in a timely fashion.
- h) It will Process the Personal Data, at its option, in accordance with the data Processing principles set forth in Annex A.
- i) It will not disclose or transfer the Personal Data to a third party Controller located outside the European Economic Area (EEA) (or such other country or territory as may be specified by Applicable Data Protection Law) unless it notifies the Data Exporter about the transfer and:
  - i. the third party Controller Processes the Personal Data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - ii. the third party Controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
  - iii. Data Subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, to the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - iv. with regard to onward transfers of sensitive data, Data Subjects have given their unambiguous consent to the onward transfer.

### **III. Liability and third party rights**

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to Data Subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the Data Exporter under its data protection law.
- b) The parties agree that a Data Subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the Data Importer or the Data Exporter, for their respective breach of their contractual obligations, with regard to his Personal Data, and accept jurisdiction for this purpose in the Data Exporter's country of establishment. In cases involving allegations of breach by the Data Importer, the Data Subject must first request the Data Exporter to take appropriate action to enforce his rights against the Data Importer; if the Data Exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the Data Subject may then enforce his rights against the Data Importer directly. A Data Subject is entitled to proceed directly against a Data Exporter that has failed to use reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses (and the Data Exporter shall have the burden to prove that it took reasonable efforts).

#### **IV. Law applicable to the clauses**

In respect of each Relevant Transfer, these clauses shall be governed by the law of the country in which the Data Exporter is established, namely England.

#### **V. Resolution of disputes with Data Subjects or the authority**

- a) In the event of a dispute or claim brought by a Data Subject or the authority concerning the Processing of the Personal Data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the Data Exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### **VI. Termination**

- a) In the event that the Data Importer is in breach of its obligations under these clauses, then the Data Exporter may temporarily suspend the transfer of Personal Data to the Data Importer until the breach is repaired or the contract is terminated.
- b) In the event that:
  - i. the transfer of Personal Data to the Data Importer has been temporarily suspended by the Data Exporter for longer than one month pursuant to paragraph (a);
  - ii. compliance by the Data Importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

- iii. the Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- iv. a final decision against which no further appeal is possible of a competent court of the Data Exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the Data Importer or the Data Exporter; or
- v. a petition is presented for the administration or winding up of the Data Importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Data Importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs,

then the Data Exporter, without prejudice to any other rights which it may have against the Data Importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above, the Data Importer may also terminate these clauses.

- c) A party may terminate these clauses (to the extent they apply to it) if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and Processed by the Data Importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the Processing of the Personal Data transferred.

## **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

## **VIII. Description of the Transfer**

The details of the transfer and of the Personal Data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

## **Annex A of Schedule 1 (Controller Transfer Clauses)**

### **DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal Data may be Processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the Data Subject.
2. Data quality and proportionality: Personal Data must be accurate and, where necessary, kept up to date. The Personal Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further Processed. The Personal Data must not be kept for longer than is necessary for the relevant purposes for which they are transferred.
3. Transparency: Data Subjects must be provided with information necessary to ensure fair Processing (such as information about the purposes of Processing and about the transfer), unless such information has already been given by the Data Exporter.
4. Security and confidentiality: Technical and Organisational Security Measures must be taken by the Controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the Processing. Any person acting under the authority of the Controller, including a Processor, must not Process the data except on instructions from the Controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, Data Subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the Data Exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Data Importer or other organisations dealing with the Data Importer, and such interests are not overridden by the interests in fundamental rights and freedoms of the Data Subject. The sources of the Personal Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or Processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A Data Subject must also be able to object to the Processing of the Personal Data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the Data Importer, and the Data Subject may always challenge a refusal before the authority.
6. Sensitive data: The Data Importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are Processed for the purposes of direct marketing, effective procedures should exist allowing the Data Subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the Data Exporter or the Data Importer which produces legal effects concerning a Data Subject or significantly affects a Data Subject and which is based solely on automated Processing of Personal Data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness,

reliability, conduct, etc. The Data Importer shall not make any automated decisions concerning Data Subjects, except when:

- a)
  - i. such decisions are made by the Data Importer in entering into or performing a contract with the Data Subject, and
  - ii. the Data Subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- b) where otherwise provided by the law of the Data Exporter.

**Annex B of Schedule 1 (Controller Transfer Clauses)**

**DESCRIPTION OF THE TRANSFER**

**Local law restrictions and obligations**

The descriptions in this Annex B of Schedule 1 set out the details of the potential Relevant Transfers that may be made between the Parties under the Controller Transfer Clauses, in each case subject to any restrictions or obligations imposed by Applicable Data Protection Law in the jurisdiction in which the Data Exporter is established. Accordingly, the Parties acknowledge and agree that certain descriptions of the categories of data, data subjects, recipients and purposes of the transfer will not be applicable in jurisdictions where such transfers may be restricted or prohibited under Applicable Data Protection Law. The Parties further acknowledge and agree that nothing in this Agreement obliges either Party to transfer any Personal Data to the other Party.

**Transfers Relating to Business Data (Customer and Supplier Data) and Employee and Other Workforce Data**

This Annex forms part of Controller Transfer Clauses set out in this Schedule 1 and is completed and signed by the parties by executing this Agreement.

Applicable Data Protection Law or relevant Supervisory Authorities may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex.

**Application**

The Controller Transfer Clauses apply to all Relevant Transfers from European Union Data Exporters to non-European Union Data Importers (as set out in the table below).

The Controller Transfer Clauses may also apply, when a non-European jurisdiction imposes restrictions on transfers of Personal Data under Applicable Data Protection Law, to Relevant Transfers from non-European Union to non-European Union Data Importers and/or to European Union Data Importers (as set out in the table below).

<b>Data Exporters</b>	<b>Data Importers</b>
<p><b>Data Exporters</b></p> <p>The following entities are Data Exporters under Applicable Data Protection Law.</p> <ul style="list-style-type: none"> <li>▪ Aya Data Ltd of Labs House 15-19 Bloomsbury Way, Holborn, London, England WC1A 2TH</li> </ul>	<p><b>Data Importers</b></p> <p>The following entities are Data Importers under Applicable Data Protection Law.</p> <p><i>Aya Data Ghana Ltd of The Courtyard, Sithole Road, Ndabaningi, Labone, Accra, Ghana</i></p>
<p><b>Data Exporters</b></p> <p>The following entities are located in jurisdictions which may, in some cases, impose restrictions on transfers of Personal Data under Applicable Data Protection Law.</p>	<p><b>Data Importers</b></p> <p>To the extent that other non-European jurisdictions impose restrictions on transfers of Personal Data under Applicable Data Protection Law, the following entities may be Data Importers.</p> <ul style="list-style-type: none"> <li>▪ Aya Data Ltd of Labs House 15-19</li> </ul>

<ul style="list-style-type: none"> <li>▪ <i>Aya Data Ghana Ltd of The Courtyard, Sithole Road, Ndabaningi, Labone, Accra, Ghana</i></li> </ul>	<p>Bloomsbury Way, Holborn, London, England WC1A 2TH</p>
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## Data subjects

The Personal Data transferred concern the following categories of Data Subjects:

- Employees, temporary workers or agents who have contracts with, or are seconded to, the Data Exporter
- Relatives and dependents of employees, temporary workers or agents
- Owners (immediate and beneficial) of the Data Exporter or the Data Importer
- Owners in ownership chains of client entities (and their relatives, guardians, associates, representatives, professional advisors, employers, and employees)
- Suppliers to both client entities and/or the Data Exporter or the Data Importer
- Consultants appointed by both client entities and/or the Data Exporter or the Data Importer
- Professional Advisors appointed by client entities and/or the Data Exporter or the Data Importer
- Customers of the Parties (clients that use the services provided by the Parties)

Past, current and prospective:

- Customers, advisers, service providers;
- Employees;
- Parties with a contractual or business interest;
- Employees of other organisations with whom the Data Exporter has a relationship;
- Shareholders; and
- Complainants and enquirers.

## Purposes of the transfer(s)

The transfer is made for the following purposes:

*To enable the Parties to buy, sell, promote and advertise their services; maintain accounts and records; support and manage employees; and share personal information*

## Categories of data

The Personal Data transferred concern the following categories of data:

For all Data Subjects: contact details (including name, e-mail address, physical address and business phone number) and advice, views and other comments.

For employees of the Data Exporter: name, residential address, date of birth, nationality, place of birth, gender; financial details (including bank account details); education and qualifications; racial, ethnic, religious/beliefs information; trade union membership; physical or mental health or condition; offences (including alleged offences); tax information; police check information; other relevant information, including age, compensation, employment history, hire date, job title, benefits information, bank account information for direct deposits, leaves of absence, copy of national identification card, National Insurance or security number (or whatever the local country requires), background and education checks, membership of professional bodies and committees and public offices held, insurance information, and

medical information as relevant to the job, management information, including appraisal and performance information, monitoring, disciplinary and investigation information.

For customers and suppliers of the Data Exporter: personal details – specifically names, job title, business telephone numbers, email addresses and description of role within their respective firm. Other relevant information, including products and services provided and received (covering details of such products and services), data on business activities, complaints, proceedings and incidents, and business payment and account details (which may include a business contact name).

**Recipients**

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

- Aya Data UK and Aya Data Ghana where they own or operate IT servers that hold Aya Data UK and Aya Data Ghana data;
- Aya Data UK and Aya Data Ghana sales colleagues, senior management or sales management;
- Aya Data UK and Aya Data Ghana Human Resources and Legal and Compliance personnel;
- Employees and agents of the Data Importer;
- Data Subjects themselves;
- Customers of the Parties (clients that use the services provided by the Parties);
- Suppliers;
- Service providers;
- Current, past and prospective employers;
- Business associations;
- Financial organisations;
- Recruitment and employment agencies;
- Persons making an enquiry or complaint;
- Law enforcement agencies, statutory or governmental bodies, governments, police forces, security organisations and regulatory authorities.

**Sensitive data (if appropriate)**

The Personal Data transferred concern the following categories of sensitive data (including Special Categories of Data):

Racial or ethnic origin; religious or other beliefs; physical or mental health; offences and alleged offences; criminal proceedings and behaviour.

**Data protection registration information of Data Exporter (where applicable)**

<b>Data Exporter</b>	<b>Registration information</b>
Aya Data UK	<b>Registration number:</b> <b>ICO</b> ZA842180

**Additional useful information (storage limits and other relevant information)**

See Schedule 3.

**Contact points for data protection enquiries**

<b>Entity</b>	<b>Contact</b>
All entities	<i>Info@ayadata.ai</i>

## **Schedule 2**

### **Controller to Processor Transfer Clauses**

The following are standard contractual clauses for the transfer of Personal Data from the community of the European Economic Area to third party countries (Controller to Processor transfers). The Parties agree that they shall apply to any Relevant Transfer.

For the purpose of the clauses, the Parties (referred to as "parties" and each a "party") are either the Data Exporter or the Data Importer as applicable from time to time in respect of each transfer of Personal Data.

The details of the transfer (as well as the Personal Data covered) are specified in Appendix 1, which forms an integral part of the clauses.

#### **Clause 1**

##### **Definitions**

Except as set out below, for the purposes of these Processor Transfer Clauses (also referred to as "**Clauses**"), defined terms shall have the meaning given to them in clause 1 of this Agreement.

"**sub-processor**" means any Processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for Processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract.

#### **Clause 2**

##### **Details of the transfer**

The details of the transfer and in particular the special categories of Personal Data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

#### **Clause 3**

##### **Third-party beneficiary clause**

1. The Data Subject can enforce against the Data Exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The Data Subject can enforce against the Data Importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the Data Exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity.
3. The Data Subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the

Data Exporter, in which case the Data Subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own Processing operations under the Clauses.

4. The parties do not object to a Data Subject being represented by an association or other body if the Data Subject so expressly wishes and if permitted by national law.

#### **Clause 4**

##### **Obligations of the Data Exporter**

The Data Exporter agrees and warrants:

- (a) that the Processing, including the transfer itself, of the Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the Applicable Data Protection Law (and, where applicable, has been notified to the relevant authorities of the country where the Data Exporter is established) and does not violate the relevant provisions of that country;
- (b) that it has instructed and throughout the duration of the Personal Data Processing services will instruct the Data Importer to Process the Personal Data transferred only on the Data Exporter's behalf and in accordance with the Applicable Data Protection Law and the Clauses;
- (c) that the Data Importer will provide sufficient guarantees in respect of the Technical and Organisational Security Measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the Applicable Data Protection Law, the security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves Special Categories of Data, the Data Subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of the Directive (or as required by Applicable Data Protection Law, as applicable);
- (g) to forward any notification received from the Data Importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection Supervisory Authority if the Data Exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the Data Subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the Processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the Personal Data and the rights of Data Subject as the Data Importer under the Clauses; and

- (j) that it will ensure compliance with Clause 4(a) to (i).

## **Clause 5**

### **Obligations of the Data Importer**

The Data Importer agrees and warrants:

- (a) to Process the Personal Data only on behalf of the Data Exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Data Exporter of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Data Exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Data Exporter as soon as it is aware, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the Technical and Organisational Security Measures specified in Appendix 2 before Processing the Personal Data transferred;
- (d) that it will promptly notify the Data Exporter about:
  - (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the Data Subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the Data Exporter relating to its Processing of the Personal Data subject to the transfer and to abide by the advice of the Supervisory Authority with regard to the Processing of the data transferred;
- (f) at the request of the Data Exporter to submit its data Processing facilities for audit of the Processing activities covered by the Clauses which shall be carried out by the Data Exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Data Exporter, where applicable, in agreement with the Supervisory Authority;
- (g) to make available to the Data Subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the Data Subject is unable to obtain a copy from the Data Exporter;
- (h) that, in the event of sub-processing, it has previously informed the Data Exporter and obtained its prior written consent;

- (i) that the Processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the Data Exporter.

## **Clause 6**

### **Liability**

1. The parties agree that any Data Subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the Data Exporter for the damage suffered.
2. If a Data Subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the Data Subject may issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity.

The Data Importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a Data Subject is not able to bring a claim against the Data Exporter or the Data Importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the Data Subject may issue a claim against the data sub-processor with regard to its own Processing operations under the Clauses as if it were the Data Exporter or the Data Importer, unless any successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own Processing operations under the Clauses.

## **Clause 7**

### **Mediation and jurisdiction**

1. The Data Importer agrees that if the Data Subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the Data Importer will accept the decision of the Data Subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the Supervisory Authority;
  - (b) to refer the dispute to the courts in the country in which the Data Exporter is established.
2. The parties agree that the choice made by the Data Subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## **Clause 8**

### **Cooperation with Supervisory Authorities**

1. The Data Exporter agrees to deposit a copy of this contract with the Supervisory Authority if it so requests or if such deposit is required under the Applicable Data Protection Law.
2. The parties agree that the Supervisory Authority has the right to conduct an audit of the Data Importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the Applicable Data Protection Law.
3. The Data Importer shall promptly inform the Data Exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the Data Importer, or any sub-processor, pursuant to paragraph 2. In such a case the Data Exporter shall be entitled to take the measures foreseen in Clause 5 (b).

## **Clause 9**

### **Governing Law**

In respect of each Relevant Transfer, these Clauses shall be governed by the law of the country in which the Data Exporter is established, namely England.

## **Clause 10**

### **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

## **Clause 11**

### **Sub-processing**

1. The Data Importer shall not subcontract any of its Processing operations performed on behalf of the Data Exporter under the Clauses without the prior written consent of the Data Exporter. Where the Data Importer subcontracts its obligations under the Clauses, with the consent of the Data Exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the Data Importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the Data Importer shall remain fully liable to the Data Exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the Data Importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the Data Subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the Data Exporter or the Data Importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own Processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the country in which the Data Exporter is established.
4. The Data Exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the Data Importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the Data Exporter's data protection Supervisory Authority.

## **Clause 12**

### **Obligation after the termination of Personal Data processing services**

1. The parties agree that on the termination of the provision of data Processing services, the Data Importer and the sub-processor shall, at the choice of the Data Exporter, return all the Personal Data transferred and the copies thereof to the Data Exporter or shall destroy all the Personal Data and certify to the Data Exporter that it has done so, unless legislation imposed upon the Data Importer prevents it from returning or destroying all or part of the Personal Data transferred. In that case, the Data Importer warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively Process the Personal Data transferred anymore.
2. The Data Importer and the sub-processor warrant that upon request of the Data Exporter and/or of the Supervisory Authority, it will submit its data Processing facilities for an audit of the measures referred to in paragraph 1.

## Appendix 1 to Schedule 2 (Processor Transfer Clauses)

### Local law restrictions and obligations

The descriptions in this Appendix 1 of Schedule 2 set out the details of the potential Relevant Transfers that may be made between the Parties under the Processor Transfer Clauses, in each case subject to any restrictions or obligations imposed by Applicable Data Protection Law in the jurisdiction in which the Data Exporter is established. Accordingly, the Parties acknowledge and agree that certain descriptions of the categories of data, data subjects, recipients and purposes of the transfer will not be applicable in jurisdictions where such transfers may be restricted or prohibited under Applicable Data Protection Law. The Parties further acknowledge and agree that nothing in this Agreement obliges either Party to transfer any Personal Data to the other Party.

### Transfers Relating to Business Data (Customer and Supplier Data) and Employee and Other Workforce Data

This Appendix 1 forms part of Processor Transfer Clauses set out in Schedule 2 and is completed and signed by the parties by executing this Agreement.

Applicable Data Protection Law or relevant Supervisory Authorities may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### Application

The Processor Transfer Clauses apply to all Relevant Transfers from European Union to non-European Union Data Importers (as set out in the table below).

The Processor Transfer Clauses may also apply, when a non-European jurisdiction imposes restrictions on transfers of Personal Data under Applicable Data Protection Law, to Relevant Transfers from non-European Union to non-European Union Data Importers and/or to European Union Data Importers (as set out in the table below).

<b>Data Exporters</b>	<b>Data Importers</b>
<p><b>Data Exporters</b></p> <p>The following entities are Data Exporters under Applicable Data Protection Law.</p> <p>Aya Data UK of Labs House 15-19 Bloomsbury Way, Holborn, London, England WC1A 2TH</p>	<p><b>Data Importers</b></p> <p>The following entities are Data Importers under Applicable Data Protection Law.</p> <p><i>Aya Data Ghana of The Courtyard, Sithole Road, Ndabaningi, Labone, Accra, Ghana</i></p>
<p><b>Data Exporters</b></p> <p>The following entities are located in jurisdictions which may, in some cases, impose restrictions on transfers of Personal Data under Applicable Data Protection Law.</p> <ul style="list-style-type: none"><li>▪ <i>Aya Data Ghana of The Courtyard, Sithole Road, Ndabaningi, Labone, Accra, Ghana</i></li></ul>	<p><b>Data Importers</b></p> <p>To the extent that other non-European jurisdictions impose restrictions on transfers of Personal Data under Applicable Data Protection Law, the following entities may be Data Importers.</p> <ul style="list-style-type: none"><li>▪ Aya Data UK of Labs House 15-19 Bloomsbury Way, Holborn, London,</li></ul>

## Data subjects

The Personal Data transferred concern the following categories of Data Subjects:

- Employees, temporary workers or agents who have contracts with, or are seconded to, the Data Exporter
- Relatives and dependents of employees, temporary workers or agents
- Owners (immediate and beneficial) of the Data Exporter or the Data Importer
- Owners in ownership chains of client entities (and their relatives, guardians, associates, representatives, professional advisors, employers, and employees)
- Suppliers to both client entities and/or the Data Exporter or the Data Importer
- Consultants appointed by both client entities and/or the Data Exporter or the Data Importer
- Professional Advisors appointed by client entities and/or the Data Exporter or the Data Importer
- Customers of the Parties (clients that use the services provided by the Parties)

## Categories of data

The Personal Data transferred concern the following categories of data (please specify):

For all Data Subjects: contact details (including name, e-mail address, physical address and business phone number) and advice, views and other comments.

For employees of the Data Exporter: name, residential address, date of birth, nationality, place of birth, gender; financial details (including bank account details); education and qualifications; racial, ethnic, religious/beliefs information; trade union membership; physical or mental health or condition; offences (including alleged offences); tax information; police check information; other relevant information, including age, compensation, employment history, hire date, job title, benefits information, bank account information for direct deposits, leaves of absence, copy of national identification card, National Insurance or security number (or whatever the local country requires), background and education checks, membership of professional bodies and committees and public offices held, insurance information, and medical information as relevant to the job, management information, including appraisal and performance information, monitoring, disciplinary and investigation information.

For clients and suppliers of the Data Exporter: personal details - specifically names, job title, business telephone numbers, email addresses and description of role within their respective firm. Other relevant information, including products and services provided and received (covering details of such products and services, data on business activities, complaints, proceedings and incidents, and business payment and account details (which may include a business contact name).

## Special Categories of Data (if appropriate)

The Personal Data transferred concern the following Special Categories of Data (please specify):

Racial or ethnic origin; religious or other beliefs; physical or mental health; offences and alleged offences; criminal proceedings and behaviour.

## Processing operations

The Personal Data transferred will be subject to the following basic Processing activities (please specify):

Activities specified by the Controller, including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, blocking, erasure or destruction.

**Data protection registration information of Data Exporter (where applicable)**

<b>Data Exporter</b>	<b>Registration information</b>
Aya Data UK	<b>Registration number:</b>  <b>ICO</b>  ZA842180

**Contact points for data protection enquiries**

<b>Entity</b>	<b>Contact</b>
All entities	Info@ayadata.ai

## **Appendix 2 to Schedule 2 (Processor Transfer Clauses)**

### **Transfers Relating to Business Data (Customer and Supplier Data) and Employee and Other Workforce Data**

This Appendix 2 forms part of Processor Transfer Clauses set out in Schedule 2 and is completed and signed by the parties by executing this Agreement.

Description of the Technical and Organisational Security Measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

As further set out in Schedule 3.

### **Schedule 3**

#### **Technical and Organisational Security Measures**

Aya Data UK has in place the following policy(ies) setting out the technical and organisational security measures to be followed by the Parties, as amended from time to time.

<b>Policy Name</b>
Data Security Policy
Privacy Preserving Policy
Business Continuity Policy
Business Narratives Policy

