

Data Transfer Agreement
(Data Controller to Data Controller transfers)

For the purposes of Section 5 of the Data Protection Regulations 2015 (the "**Regulations**") for the transfer of Personal Data to data controllers established in jurisdictions outside the Abu Dhabi Global Market which do not ensure an adequate level of data protection ("**Non-Abu Dhabi Global Market Data Controllers**")

between

CLIENT
(as described in the letter of engagement)

hereinafter, the "**Data Exporter**" and

CLEARY GOTTLIEB STEEN AND HAMILTON LLP

(including each of the data controllers listed in Schedule 1)

hereinafter, the "**Data Importer**"

each a "Party"; together "the Parties",

The Parties agree as follows with respect to the transfer by the Data Exporter to the Data Importer of the Personal Data specified in Annex B.

1. Definitions and interpretation

For the purposes of the Clauses:

- (a) "**Data**", "**Personal Data**", "**Sensitive Personal Data**", "**Processing**", "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Third Party**" and "**Court**" shall have the same meaning as in the Regulations;
- (b) "**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.;
- (c) "**Clauses**" shall mean the contractual clauses set out in this agreement, which constitute a free-standing agreement that does not incorporate commercial business terms established by the Parties under separate commercial arrangements, or rely or depend upon the same for its validity;
- (d) "**Data Exporter**" shall mean the Data Controller who transfers the Personal Data;
- (e) "**Data Importer**" shall mean the Non-Abu Dhabi Global Market Data Controller who agrees to receive from the Data Exporter Personal Data for further Processing in

accordance with the terms of these Clauses and who is not subject to a system outside the jurisdiction of the Abu Dhabi Global Market ensuring adequate protection within the meaning of section 4 of the Regulations;

- (f) **"Third Parties Act"** shall mean the Contracts (Rights of Third Parties Act) 1999 as applied in the Abu Dhabi Global Market by virtue of the Application of English Law Regulations 2015.

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.

2. **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 Regulations;
- (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 the Regulations or references to them (where relevant, and not including legal advice);
- (d) if the transfer involves Sensitive Personal Data the Data Exporter is in compliance with section 3 of the Regulations in respect of the transfer to the Data Importer; and
- (e) it will respond to enquiries from Data Subjects and the Registrar 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. Such responses will be made within a reasonable time.

3. **Obligations of the Data Importer**

(1) The Data Importer warrants and undertakes that–

- (a) it will have in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or destruction or damage, 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 Data 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 the Regulations to have access to the Personal Data;
- (c) it has no reason to believe in the existence of any non-Abu Dhabi Global Market laws that would have a substantial adverse effect on the enforceability of these

Clauses, and it will promptly inform the Data Exporter (which will pass such notification on to the Registrar where required) if it becomes aware of any such laws or any changes in such laws which have such a substantial adverse effect;

- (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 Registrar concerning all such enquiries within a reasonable time;
- (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 4 (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 the Data Importer will attempt to obtain in a timely fashion;
- (h) it will Process the Personal Data, at its option, in accordance with–
 - (i) the Regulations, or
 - (ii) the Data Processing principles set forth in Annex A,

Data Importer to indicate which option it selects: (ii) InitialsofDataImporter: *CGSH*;

and

- (i) 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 the criminal law of any jurisdiction outside the Abu Dhabi Global Market 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.
- (2) The Data Importer warrants and undertakes that it will not disclose or transfer the Personal Data to a third party data controller located outside the Abu Dhabi Global Market unless it notifies the Data Exporter about the transfer and–

- (i) the third party data controller processes the Personal Data in accordance with the laws of a jurisdiction outside the Abu Dhabi Global Market that has been designated under the Regulations or by the Registrar as providing adequate protection for Personal Data;
- (ii) the third party data controller becomes a signatory to these Clauses or another data transfer agreement approved by the Registrar;
- (iii) Data Subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the jurisdictions to which Data is exported may have different data protection standards; or
- (iv) with regard to onward transfers of Sensitive Personal Data, Data Subjects have given their consent to the onward transfer.

4. Third Party rights

- (1) Unless expressly provided to the contrary in these Clauses, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any provision of these Clauses.
- (2) Notwithstanding any provision of these Clauses, the consent of any person who is not a Party is not required to rescind or vary these Clauses at any time.
- (3) Any Data Subject may rely on and enforce any provision of these Clauses which expressly confers rights on it against the Data Importer or Data Exporter.
- (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 relevant national law.

5. Liability

- (1) 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.
- (2) 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 the Regulations.
- (3) 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 (the Data Exporter shall have the burden to prove that it took reasonable efforts).

6. Law applicable to the Clauses

These clauses shall be governed by the law of the Abu Dhabi Global Market.

7. Resolution of disputes with Data Subjects or the Registrar

- (1) In the event of a dispute or claim brought by a Data Subject or the Registrar 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.
- (2) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Registrar. 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.
- (3) Each Party shall abide by a decision of the Court.
- (4) The Parties agree that the Registrar has the right to exercise its functions and powers outlined in section 14 of the Regulations in respect of the Data Importer, in the same scope and subject to the same conditions as would apply to the Data Exporter under the Regulations.

8. Termination

- (1) 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.
- (2) In the event that—
 - (a) the transfer of Personal Data to the Data Importer has been temporarily suspended by the Data Exporter for longer than one month pursuant to sub-clause (1);
 - (b) compliance by the Data Importer with these Clauses would put it in breach of its legal or regulatory obligations in the jurisdiction of import;
 - (c) the Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under these Clauses;
 - (d) a final decision of the Court or a decision of the Registrar rules that there has been a breach of the Clauses by the Data Importer or the Data Exporter; or
 - (e) a petition is presented for the administration or winding-up of the Data Importer, which is not dismissed within the applicable period for such dismissal under the Insolvency Regulations 2015, a winding-up order is made, a receiver is appointed over any of its assets, a trustee in bankruptcy is appointed, 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 Registrar shall be informed where required. In cases covered by (a), (b), or (d) above, the Data Importer may also terminate these Clauses.

- (3) Either Party may terminate these Clauses if each jurisdiction in which the Data Importer is incorporated or operates or uses the Personal Data is either: (a) subject to a designation under section 4 of the Regulations by the Registrar; or (b) is or becomes listed in Schedule 3 to the Regulations.
- (4) The Parties agree that the termination of these Clauses at any time, in any circumstances and for whatever reason (except for termination under sub-clause (3)) does not exempt them from the obligations and/or conditions under the Clauses as regards the Processing of the Personal Data transferred.

9. Variation of these Clauses

The Parties may not modify these Clauses except to update any information in Annex B. This does not preclude the Parties from adding additional commercial clauses where required as long as they do not contradict the Clauses.

10. 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 the Regulations or in response to a competent regulatory or government agency. The Parties may execute additional annexes to cover additional transfers, which will be submitted to the Registrar where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:

On behalf of the Data Exporter:

Name (in full):

Position:

Address:

Signature..... [stamp of organisation]

On behalf of the Data Importer:

Name (in full):

Position:

Address:

Signature..... [stamp of organisation]

ANNEX A 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.
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 Data Controller that are appropriate to the risks, such as against unlawful or unauthorised Processing of Personal Data and against accidental loss or destruction of, or damage to, such Personal Data. Any person acting under the authority of the Data Controller, including a Data Processor, must provide sufficient guarantees that such technical measures shall be complied with.
5. Rights of access, rectification, erasure or blocking: Data Subjects have the right to be provided with written confirmation as to whether Personal Data relating to them are being Processed, provided that such requests are made at reasonable intervals. Data Subjects must also be able to have their Personal Data rectified, erased or blocked, as appropriate, where it is Processed against the requirements of the Regulations. A Data Subject must also be able to object to the Processing of the Personal Data relating to him if there are reasonable grounds for such an objection, and such grounds relate to his particular situation.
6. Sensitive Personal Data: The Data Importer shall take such additional measures (e.g. relating to security) as are necessary to protect Sensitive Personal Data in accordance with its obligations under Clause 3 or the Data Exporter's obligations under the Regulations.
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 object to having his Data used for such purposes.
8. Automated Decisions: 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 those parties; or
 - (b) where otherwise provided by the Regulations.

ANNEX B DESCRIPTION OF THE TRANSFER

This Annex forms part of the Clauses and must be completed and signed by the Parties.

Data Subjects

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

- Current, former or prospective employees, contractors, agents, temporary and casual workers and other representatives of the data exporter;
- Current or potential clients, investors or other business partners of the data exporter;
- Parties to disputes, litigations, arbitration, transactions, or other legal matters involving the data exporter
- Current, former or prospective service providers, advisors or consultants of the data exporter

Purposes of the transfer(s)

The transfer is made for the following purposes:

The provision of legal services by the data importer to the data exporter, pursuant to the data importer's terms of business and any engagement letter between the parties.

Categories of Data

The Personal Data transferred concern the following categories of Data:

- Name and title (such as position, seniority, department and description of responsibilities/duties);
- Home and work contact information (such as address, email address, fax number and phone number and other electronic communication contact details);
- Personal information (such as photo, gender, date and place of birth, education, nationality, bar admissions and marital status);
- Governmental information (such as country of residency, country of citizenship, tax/national ID/passport number, work permits, visas, and citizenship information);
- Bank information (such as account details, IBAN, BIC code), credit card information when relevant for making/collecting payments or reimbursements and other financial information;
- Client communications and internal communications;
- Client preferences (such as mailing lists signed up to for marketing and events);
- Client matter information (including the clients' case file(s) including of the services we have provided and are providing to a client, all related work product, records of calls, meetings and other communications);
- Records of interactions;
- "Know your client" information (such as passport details and other identifying documents);
- Other information such as billing information and details of paid invoices, signatures, evidential documents supplied by the client in the course the services, tax identifier or VAT number);
- Data included in emails sent from and received with corporate email, data included in files (including electronic files);
- Information captured through legitimate monitoring of system use;
- Technical information (such as username and passwords, IP address, domain, browser type, operating system, click-stream data and system logs).

Recipients

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

- Any legal entities, branches and representative offices within the data importer's corporate group
- The data importer's third party service providers.

Sensitive Personal Data (if appropriate)

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

Limited information related to racial or ethnic origin, political opinions, trade union membership, health or

criminal records may be processed if provided by the data exporter.

Additional useful information (storage limits and other relevant information)

N/A

Contact points for Data protection enquiries:

Data Importer
dataprivacy@cgsh.com

Data Exporter
Client contact details set out in the engagement letter

Schedule 1
CGSH Data Importers

| # | CGSH entity | Address |
|-----|--|--|
| 1. | Cleary Gottlieb Steen & Hamilton LLP (US LLP), New York branch | One Liberty Plaza New York, NY 10006, United States of America |
| 2. | Cleary Gottlieb Steen & Hamilton LLP (UK LLP), London branch | 2 London Wall Place London EC2Y 5AU England |
| 3. | Cleary Gottlieb Steen & Hamilton LLP (US LLP), Washington branch | 2112 Pennsylvania Avenue, NW Washington, DC 20037, United States of America |
| 4. | Cleary Gottlieb Steen & Hamilton Hong Kong (General Partnership) | Hysan Place, 37 th Floor 500 Hennessy Road Causeway Bay Hong Kong |
| 5. | Cleary Gottlieb Steen & Hamilton LLP (US LLP), Beijing branch | 45th Floor Fortune Financial Center 5 Dong San Huan Zhong Lu Chaoyang District Beijing 100020, the People's Republic of China |
| 6. | Cleary Gottlieb Steen & Hamilton LLC, Moscow representative office | Paveletskaya Square 2/3 Moscow 115054, Russian Federation |
| 7. | CGSH International Legal Services, LLP- Sucursal Argentina | Carlos Pellegrini 1427 – Floor 9 Argentina |
| 8. | Cleary Gottlieb Steen & Hamilton Consultores em Direito Estrangeiro, São Paulo affiliate | Rua Professor Atilio Innocenti, 165, 14th Floor São Paulo, SO 04538-000, Brazil |
| 9. | CGSH Servicos De Consultoria Empresarial Ltda | Rua Professor Atilio Innocenti, 165, 14th Floor São Paulo, SO 04538-000, Brazil |
| 10. | Cleary Gottlieb Steen & Hamilton LLP (US LLP), Abu Dhabi branch | Al Sila Tower, 27th Floor Al Maryah Island, PO Box 29920 Abu Dhabi, United Arab Emirates |
| 11. | Cleary Gottlieb Steen & Hamilton LLP (US LLP), Foreign Legal Consultant Office, Seoul branch | 19F, Ferrum Tower 19, Eulji-ro 5-gil, Jung-gu Seoul 04539, the Republic of Korea |