

DATA TRANSFER AGREEMENT
(Data Controller to Data Processor transfers)

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

between

CLIENT

(as described in the letter of engagement)

hereinafter, the "**Data Exporter**"

and

CLEARY GOTTLIB STEEN AND HAMILTON LLP

(including each of the data processors 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 A.

1. Definitions and interpretation

For the purposes of the Clauses—

- (a) "**Data**", "**Personal Data**", "**Processing**", "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Third Party**" and "**Court**" shall have the same meaning as in the Regulations;
- (b) "**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;
- (c) "**Data Exporter**" means the Data Controller who transfers the Personal Data;
- (d) "**Data Importer**" means the data processor who agrees to receive from the Data Exporter Personal Data intended for Processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a legal system in a jurisdiction outside the Abu Dhabi Global Market ensuring adequate protection within the meaning of section 4 of the Regulations;
- (e) "**Subprocessor**" means any Data Processor engaged by the Data Importer or by any other subprocessor of the Data Importer who agrees to receive from the Data Importer or from any other subprocessor 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;

- (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.

2. **Details of the transfer**

The details of the transfer and in particular the categories of Personal Data subject to the transfer are specified in Annex A which forms an integral part of the Clauses.

3. **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 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 any of the Parties or a Subprocessor.
- (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.

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 Regulations (and, where applicable, has been notified to the Registrar) and does not violate those Regulations;
- (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 Regulations and the Clauses;
- (c) that the Data Importer will provide sufficient guarantees in respect of the technical and organisational measures specified in Annex B to these Clauses;
- (d) that after assessment of the requirements of the Regulations, the security measures are appropriate to protect Personal Data against unauthorised or unlawful Processing and against accidental loss or destruction or damage, particularly 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 specified in paragraph (d);

(f) that, 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;

(g) that, in the event of subprocessing, the Processing activity is carried out in accordance with Clause 11 by a Subprocessor providing at least the same level of protection for the Personal Data and the rights of the Data Subject as the Data

Importer under the Clauses; and

(h) that it will ensure compliance with Clause 4(a) to (g).

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 reason, it agrees to inform the Data Exporter promptly of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of Data and/or terminate the Clauses;

(b) that 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;

(c) that it has implemented the technical and organisational measures specified in Annex B 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 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;

(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 Registrar 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 Registrar;

(g) to make available to the Data Subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial

information, in which case it may redact such commercial information, with the exception of Annex B which shall minimally 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 subprocessing, it has previously informed the Data Exporter and obtained its prior written consent;
- (i) that the Processing services by the Subprocessor will be carried out in accordance with Clause 11; and
- (j) to send promptly a copy of any Subprocessor agreement it concludes under the Clauses to the Data Exporter.

6. Liability and termination

- (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 Subprocessor is entitled to receive compensation from the Data Exporter for the damage suffered.
- (2)
 - (a) If a Data Subject is not able to bring a claim for compensation in accordance with sub-clause (1) against the Data Exporter, arising out of a breach by the Data Importer or his Subprocessor 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.
 - (b) The Data Importer may not rely on a breach by a Subprocessor 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 sub-clauses (1) and (2), arising out of a breach by the Subprocessor 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 Subprocessor agrees that the Data Subject may issue a claim against the Data Subprocessor 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 Subprocessor shall be limited to its own Processing operations under the Clauses.
- (4) In addition to the Data Exporter's entitlement to terminate the Clauses in accordance with Clause 5(a), either Party may terminate these Clauses if: each jurisdiction in which the Data Importer and each of its Subprocessors 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.

- (5) 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 (4)) does not exempt them from the obligations and/or conditions under the Clauses as regards the Processing of the Personal Data transferred.

7. Mediation and jurisdiction

- (1) The Data Importer agrees that if the Data Subject invokes against it Third Party beneficiary rights and/or claims of 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 Registrar; and
 - (b) to refer the dispute to the Court.
- (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.

8. Cooperation with the Registrar

- (1) The Data Exporter shall be entitled to deposit a copy of these Clauses with the Registrar if the Registrar so requests or if such deposit is required under the Regulations.
- (2) 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 and any Subprocessor, in the same scope and subject to the same conditions as would apply to a Data Processor of the Data Exporter under the Regulations.

9. Governing Law

The Clauses shall be governed by the law of the Abu Dhabi Global Market.

10. Variation of the clauses

The Parties undertake not to vary or modify the Clauses except to update any information in Annex A. This does not preclude the Parties from adding clauses on business related issues where required, as long as they do not contradict the Clauses.

11. Subprocessing

- (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 Subprocessor which imposes the same obligations on the Subprocessor as are imposed on the Data Importer under the Clauses. This may be satisfied by the Subprocessor executing and becoming bound contractually by the Clauses as entered into between the Data Exporter and the Data Importer. Where the Subprocessor 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 Subprocessor's obligations under such agreement.

- (2) The prior written contract between the Data Importer and the Subprocessor 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 Clause 6(1) 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 Subprocessor shall be limited to its own Processing operations under the Clauses.
- (3) The provisions relating to data protection aspects for subprocessing of the contract referred to in sub-clause (1) shall be governed by the law of the Abu Dhabi Global Market.
- (4) The Data Exporter shall keep a list of subprocessing 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 made available to the Registrar.

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 Subprocessor 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 any further.
- (2) The Data Importer and the Subprocessor warrant that upon request of the Data Exporter and/or of the Registrar, it will submit its Data Processing facilities for an audit of the measures referred to in sub-clause (1).

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

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

The Registrar may complete or specify any additional necessary information to be contained in this Appendix.

Data Exporter

The Data Exporter is (please specify briefly your activities relevant to the transfer):

A client of the data importer.

Data Importer

The Data Importer is (please specify briefly activities relevant to the transfer):

Cleary Gottlieb Steen and Hamilton LLP, a provider of legal services to the data exporter.

Data Subjects

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

- 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

Categories of Data

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

- 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).

Sensitive Personal Data (if appropriate)

The Personal Data transferred concern the following sensitive Personal Data (please specify):

- 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.

Processing operations

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

The Processing of Personal Data includes any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission or otherwise making available, alignment or combination, blocking, erasure or destruction of data.

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

ANNEX B

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

Description of the technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing, and against accidental loss or destruction of, or damage to, Personal Data, implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

The data importer implements, from time to time, taking into account the state of the art and the risks associated with the processing of personal data in question, commercially reasonable technical and organisation measures to ensure the integrity of the personal data transferred to it; including but not limited to:

- Appropriate governance structures and personnel
- Internal policies and documented procedures regarding the processing of personal data
- Regular, periodic reviews of systems and procedures
- Regular information back-ups
- Access controls
- Encryption
- Intrusion, anti-virus and anti-malware defences
- Secure disposal of IT equipment
- Network and systems authentication
- Asset and software management
- Physical security measures
- Information security incident (and data breach) management
- Confidentiality obligations and limited access
- Staff training and awareness
- Service provider due diligence

For more information on security measures, please contact: dataprivacy@cgsh.com

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