
How to execute this Data Processing Addendum:

This DPA consists of two parts: the main body of the DPA and the Standard Contractual Clauses and Schedules.

This DPA has been pre-signed on behalf of ShipBob, Inc. To complete this DPA, Merchant should: (1) complete information in the signature box on the final page of the main body of the DPA and Exhibit A; and (2) submit electronically or email the document to legal@shipbob.com.

Upon both parties' receipt of the properly completed DPA, the document will become legally binding.

SCHEDULE 1

DATA PROCESSING AGREEMENT

This Data Processing Agreement (this "**DPA**") is effective as March 29, 2024 and is made part of, and is subject to, all terms and conditions of the ShipBob Terms of Service at <https://www.shipbob.com/terms-of-service/>, agreed to by ShipBob, Inc. ("**ShipBob**") and the counterparty identified below in the signature block ("**Merchant**") (the "**Agreement**"). Capitalized terms used but not defined in this DPA shall have the meanings given in the Agreement.

1. **Definitions.**

1.1 **Defined by Data Protection Laws.**

(a) **GDPR.** The following capitalized terms have the definitions given to them under the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"): "**Controller**;" "**Data Subject**;" "**Personal Data**;" "**Process**," "**Processing**," and correlative words; "**Processor**;" and "**Supervisory Authority**."

(b) **CCPA/CPRA and Other U.S. State Laws.** To the extent Processing under this DPA is subject to the California Consumer Privacy Act as amended by the California Privacy Rights Act or other U.S. state privacy laws applicable to the processing of personal information or personal data defined thereunder (collectively, "**CCPA/CPRA**"), the following definitions or similarly termed concepts shall apply: (i) "**Controller**" as defined under the GDPR shall have equivalent meaning to the term "**business**" or "**controller**" as defined under the CCPA/CPRA; (ii) "**Processor**" as defined under the GDPR shall have equivalent meaning to the term "**service provider**" or "**processor**" as defined under the CCPA/CPRA; (iii) "**Data Subject**" as defined under the GDPR shall have equivalent meaning to the term "**consumer**" as defined under the CCPA/CPRA; (iv) "**Sub-processor**" shall refer to any service provider or sub-processor (as defined under the CCPA/CPRA) engaged by ShipBob to assist in providing the Services to Merchant; and (v) the terms "**sell**," "**sharing**," and "**business purpose**" shall have the meanings as defined under the CCPA/CPRA.

The parties acknowledge that both the GDPR and the CCPA/CPRA may apply. To the extent that both the GDPR and the CCPA/CPRA apply, the parties will need to comply with both sets of requirements in parallel and, in the event of a conflict, the parties agree that the higher standard shall apply and that these definitions will be interpreted in accordance with the relevant applicable law under consideration.

1.2 **Other Terms.** The following capitalized terms have the meanings set forth below:

(a) "**Authorized Users**" means Merchant's employees who use the Services as permitted under the Agreement.

(b) "**Data Protection Laws**" means all laws and regulations worldwide relating to security, data protection, protection or privacy of Personal Data and which apply to Merchant and/or ShipBob in the performance of their obligations and receipt of their rights under the Agreement. "**Data Protection Laws**" include, for example and in each case as applicable and as amended: (i) the GDPR and the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"), the United Kingdom Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) the Swiss Federal Act on Data Protection of 19 June 1992, as revised effective 1 September 2023 (the "**FADP**"); (iii) the CCPA/CPRA";; and (iv) the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles under that Act.

(c) "**EEA**" means the European Economic Area.

(d) "**Europe+ Territory**" means, collectively, the EEA, the United Kingdom, and Switzerland.

(e) "**Permitted Processing**" means all Processing performed by ShipBob under this DPA in accordance with the Processing Instructions.

(f) "**Services Personal Data**" means all Personal Data that Merchant and/or its Authorized Users upload to the Services.

(g) "**Standard Contractual Clauses**" means the standard contractual clauses as set forth in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0914&qid=1623192961660>), completed as described in this DPA. Upon effectiveness (as determined by the European Commission) of any amendments or replacements, the 2021 Standard Contractual Clauses shall be deemed to include such amendments and/or replacements to the extent applicable to the activities described in this Amendment.

(h) "**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, template version B1.0, issued by the UK's Information Commissioner's Office and laid before Parliament under Section 119A(1) of the Data Protection Act 2018 on 2 February 2022, and entering into force on 21 March 2022.

2. Description of Processing.

2.1 Scope of Processing.

(a) Subject Matter. ShipBob and Merchant enter into this DPA to establish their respective rights and obligations with regard to the Processing of Personal Data in connection with the performance of the Agreement. While the Parties acknowledge that the precise Data Protection Laws that apply to the Permitted Processing will depend on the nature and location of the Permitted Processing, the Parties agree that, unless otherwise stated herein, this DPA applies to the Permitted Processing irrespective of whether the GDPR, the UK GDPR, or any other Data Protection Law applies.

(b) Purpose of Processing Instructions. Merchant is disclosing Personal Data to ShipBob, and ShipBob is Processing Personal Data, for the limited and specified business purpose of providing the Services to Merchant and its Authorized Users in accordance with the Agreement and otherwise to the extent necessary to comply with additional written instructions concerning Personal Data Processing that Merchant gives to ShipBob (collectively, "**Processing Instructions**"). ShipBob may further, upon notice to Merchant, Process Personal Data as required to comply with applicable law.

(c) Types of Personal Data; Categories of Data Subjects. ShipBob is Processing the Services Personal Data. The Data Subjects of the Services Personal Data include Merchant's customers (*i.e.*, shipment recipients) and end-users.

(d) Nature of Processing. ShipBob will receive, store, and perform other Processing actions on the Personal Data in all cases as required to fulfill the purpose of Processing described above.

(e) Duration of Processing. ShipBob will Process the Personal Data for so long as it is providing the Services to Merchant and/or its Authorized Users (the "**Processing Term**"). At the conclusion of the Processing Term, at Merchant's election (as communicated to ShipBob in writing), ShipBob shall delete or return all Services Personal Data, provided that ShipBob may retain such copies of the Services Personal Data as are required to comply with applicable Law.

(f) Limitations on Processing. ShipBob acknowledges and agrees that it may not: (a) sell or share (as each term or similar concept is defined in the CCPA/CPRA) the Services Personal Data; (b) retain, use, or disclose the Services Personal Data for any purpose other than the business purposes specified herein or, without limiting ShipBob's rights under Section 2.5, outside of the direct business relationship between Merchant and ShipBob; or (c) unless otherwise permitted under applicable Data Protection Law, combine the Services Personal Data received from Merchant with personal data received or collected from or on behalf of a third party or via its own interaction with a Data Subject.

2.2 Role of Parties; Processing Instructions. In connection with all Processing occurring under this DPA, ShipBob is a processor of the Services Personal Data and processes the Services Personal Data on behalf of Merchant (as a controller). The Parties agree that this DPA, including specifically the Processing Instructions, constitutes the documented instructions from the Controller described in Article 28 of the GDPR or UK GDPR, as applicable, and/or the contract referred to in Sections 1798.100(d) and 1798.140(ag) of the CCPA/CPRA, as applicable. ShipBob shall immediately inform Merchant if, in ShipBob's opinion, any Processing Instruction violates the GDPR, the UK GDPR, or any other Data Protection Law or applicable law, or if ShipBob determines that it cannot meet its obligations under this DPA or an applicable Data Protection Law.

2.3 Data Security and Confidentiality. ShipBob will maintain appropriate technical, organizational, physical, and administrative safeguards to protect the security and integrity of the Services Personal Data. ShipBob will treat the Services Personal Data as confidential and protect it in accordance with applicable confidentiality obligations set forth in the Agreement. ShipBob shall ensure that its employees and contractors involved in the Permitted Processing are subject to obligations of confidentiality (whether contractual, statutory, or otherwise) consistent with those set forth in Section 6 of the main body of this Agreement. This Section 2.3 does not limit Merchant's responsibility for using appropriate technical, organizational, physical, and administrative safeguards to protect the Services Personal Data and otherwise using the Services consistent with the Agreement and in a secure manner, including, without limitation, by securing Authorized Users' credentials and retaining copies of the Services Personal Data as appropriate.

2.4 Compliance with Data Protection Laws. Without limiting anything in this DPA, each Party shall comply with all Data Protection Laws in the course of its performance of the Agreement and this DPA, including by providing the same level of privacy to Data Subjects as is required by such Data Protection Laws. Merchant warrants that it has made all disclosures to, and obtained all consents from, each Data Subject (or will have done so by the time of providing the Services Personal Data to ShipBob) as required under applicable Data Protection Laws for the disclosure of the Services Personal Data to ShipBob and Sub-processors, and the Processing of Services Personal Data in accordance with this DPA.

2.5 Sub-processors. Merchant authorizes ShipBob to use third persons to perform any of the Permitted Processing or to otherwise fulfill ShipBob's obligations under this DPA (such third persons, "**Sub-processors**"). ShipBob will provide a substantially complete list of Sub-processors at <https://www.shipbob.com/shipbob-data-subprocessor-list/>, and ShipBob will keep Merchant reasonably informed concerning changes to ShipBob's Sub-processors. ShipBob will remain fully liable to Merchant for the performance of ShipBob's Sub-processors' obligations. ShipBob will restrict each Sub-processors' access to Services Personal Data to that which is necessary for such Sub-processor to provide its services to ShipBob.

ShipBob will enter into a written agreement with each Sub-processor imposing on such Sub-processor the same or substantially similar obligations imposed on ShipBob under this DPA and ShipBob will ensure that such written agreement remains in force for the duration of the relevant Sub-processor's processing of the Services Personal Data.

3. ShipBob Assistance.

3.1 Assistance. ShipBob shall reasonably assist Merchant with complying with the GDPR, the UK GDPR, and other Data Protection Laws as follows:

(a) Data Subject Rights. To the extent possible, at Merchant's request, ShipBob will assist Merchant with responding to requests by Data Subjects to exercise applicable data subject rights granted to them under Data Protection Laws with respect specifically to the Services Personal Data.

(b) Technical and Organizational Measures. Taking into account the nature of the Permitted Processing and information available to ShipBob, at Merchant's request, ShipBob will assist Merchant in its implementation of appropriate technical and organizational measures to protect the security and integrity of the Services Personal Data.

(c) Prior Consultations. Taking into account the nature of the Permitted Processing and information available to ShipBob, at Merchant's request, ShipBob will assist Merchant in any consultations with a Supervisory Authority required under Data Protection Laws.

3.2 Data Security Incidents. ShipBob shall notify Merchant without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Services Personal Data. ShipBob shall include in such notification, to the extent then known, such information as is required to be transmitted to Merchant under applicable Data Protection Laws. ShipBob shall use commercially reasonable efforts to identify the root cause of any such incident and take such measures as ShipBob deems necessary and reasonable to remediate the cause of the incident (to the extent within ShipBob's reasonable control).

3.3 Information and Access. At Merchant's request, ShipBob will make available to Merchant all information necessary to demonstrate its compliance with this DPA and shall assist with audits and inspections conducted by or on behalf of Merchant. Merchant shall ensure that any third parties it engages to conduct any such audit is subject to confidentiality obligations that protect ShipBob's confidential information learned during any such audit consistent with the Agreement. ShipBob may impose any procedural steps on audits and inspections conducted under this Section 3.3 and may refuse any requests for an audit or inspection, in each case to the fullest extent permitted under Data Protection Laws. Merchant's ability to receive information and, where applicable, conduct audits constitutes reasonable and appropriate steps for Merchant to verify ShipBob's compliance with the CCPA/CPRA and to stop and remediate any unauthorized use of Services Personal Data.

4. Data Transfers.

4.1 Location of Processing. Merchant acknowledges that ShipBob may Process Services Personal Data outside of the Europe+ Territory and may engage Sub-processors that Process Services Personal Data outside of the Europe+ Territory. Merchant hereby agrees to the transfer of Services Personal Data from Merchant to ShipBob and from ShipBob to its Sub-processors, including to countries not recognized by the European Commission or other competent authority as providing an adequate level of protection for Personal Data (as described in Article 45 of the GDPR and the UK GDPR).

4.2 Standard Contractual Clauses. The Standard Contractual Clauses shall apply to any Services Personal Data transferred from within the Europe+ Territory, either directly or via onward transfer, to any country or recipient: (a) not recognized by the European Commission or other competent authority as providing an adequate level of protection for Personal Data (as described in Article 45 of the GDPR) and (b) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of

protection for Personal Data. With respect to any Services Personal Data transfer subject to the UK GDPR, the parties hereby enter into the Standard Contractual Clauses. With regard to any Services Personal Data transfer subject to the FADP, the transfer shall be carried out in accordance with and subject to the Standard Contractual Clauses. The Standard Contractual Clauses shall be completed and/or modified, in each case as applicable for a given transfer, as set forth on Appendix B, which is hereby incorporated by reference. The Parties are deemed to be signing the Standard Contractual Clauses (as completed and/or modified), including Appendices 1 and 2 thereto.

4.3 Conflict. In the event of any conflict or inconsistency between this DPA and the applicable Standard Contractual Clauses, such Standard Contractual Clauses shall prevail.

* * * * *

IN WITNESS WHEREOF, Merchant and ShipBob execute this DPA.

Merchant

By: _____
Name: _____
Title: _____
Date: _____

ShipBob, Inc.

By: Ray Jimenez
Name: Ray Jimenez
Title: VP, IT & Security
Date: 03 / 22 / 2024

Exhibit A
Processing Information

1. Data Exporter Information

Name of Data Exporter (Merchant Legal Name): _____

Address: _____

Tel.: _____

e-mail: _____

Role: Controller

The data exporter is a customer of the data importer. *The data exporters are (please specify briefly your activities relevant to the transfer):*

Provider of consumer goods.

2. Data Importer Information

Name of Data Importer: **ShipBob, Inc.**

Address: 120 N. Racine St, STE 100
Chicago, IL 60607

Tel.: +1-844-474-4726

Role: Processor

The data importer is a third-party logistics provider that enables merchants to fulfill e-commerce orders by warehousing, picking and packing, and facilitating the shipment of goods to individuals worldwide.

3. Details of Processing

Categories of data subjects whose personal data is transferred:

The data exporter's customers (i.e., recipients of shipped items).

Categories of personal data transferred:

Identifiers: Names, addresses, email addresses, phone numbers, payment information

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

N/A

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

Continuous

Nature of the processing:

ShipBob stores imported data and discloses certain of such data to third-party carriers (e.g., DHL, UPS, USPS).

Purpose(s) of the data transfer and further processing

ShipBob is importing and otherwise processing the data to enable fulfillment of orders placed by data subjects with the data exporter.

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

The personal data will be retained for so long as the data importer provides to the data exporter products or services requiring processing of the personal data. Personal data may be retained beyond such period only to the extent the data importer determines it is necessary to do so to comply with applicable legal obligations.

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

Transfers to sub-processors shall be made only to the extent the sub-processors provide services to the data importer that require processing of personal data. The subject matter, nature, and duration of the processing will all be as required for the applicable sub-processor to provide its services to the data importer.

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

- Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as the competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Data Protection Commission (DPC) Ireland shall act as the competent supervisory authority.
- Where the data exporter is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as the competent supervisory authority.
- Where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

4. Data Importer's Technical and Organizational Measures

ShipBob maintains the following information security controls:

Vulnerability Management

1. At least monthly, ShipBob scans information assets and external-facing assets with industry-standard security vulnerability scanning software to detect security vulnerabilities.
2. At least quarterly, ShipBob scans system source code with industry-standard vulnerability scanning software to detect source code vulnerabilities.
3. Source code is checked against OWASP 10 vulnerabilities with every merge request promoting code from development/staging/production.

Asset Management

1. ShipBob maintains a hardware and software asset inventory that is audited on a regular basis.
2. Decommissioned computing devices are destroyed utilizing secure measures to ensure data is not recoverable.

Vendor Management

1. Vendor procurement includes a general vendor security risk assessment. This assessment includes verification of access and cryptographic controls as well as incident response measures.
2. All platforms that access restricted and/or confidential information require enhanced access control mechanisms such as Single Sign On and Multi-Factor Authentication.

Human Resources

1. ShipBob employees are required to complete annual security and privacy awareness training.
2. All ShipBob employees and contractors are required to acknowledge an Acceptable Use policy.

Authentication and Authorization

1. ShipBob requires multi-factor authentication for all personnel authenticating to information assets utilized to provide the services.
2. General account settings meet at least the following requirement: Interactive sessions on a user's workstation are locked (i.e. activating a secure locking screensaver) after a period of inactivity not to exceed thirty (30) minutes.
3. ShipBob assigns unique User IDs to authorized individual users and assigns ownership to each system or service account.
4. Administrative roles are authorized to documented, role-based positions with need-to-know access controls.

Encryption

1. ShipBob ensures all data in transit (i.e. data communicated over the Internet) is encrypted via TLS 1.2 or better.
2. For any data at rest, ShipBob uses AES256 encryption to protect the data.

Intrusion Protection

1. ShipBob runs current centrally-controlled antivirus and UEBA software on all employee endpoints and server instances, and upon detection, ShipBob promptly removes or quarantines viruses or malware.
2. All ShipBob employee endpoints utilize full disk encryption.
3. ShipBob utilizes a web-based application firewall to scan and detect malicious traffic on all web-facing applications.
4. Data Loss Prevention mechanisms are in place for all file sharing and communication platforms.

Physical Security

1. Physical access to all ShipBob-operated facilities is protected by identification cards, and all employees, visitors, vendors, contractors, and other third parties are required to wear their badges, and scan at any reader they must use for access.

2. All guests (visitors, vendors, contractors, and other third parties) are escorted by a ShipBob employee at all times.

Disaster Recovery

1. ShipBob maintains a business continuity and disaster recovery plans that are reviewed, updated (as needed), and approved at least annually.
2. ShipBob ensures the business continuity and/or disaster recovery plans are tested at least annually. Tests include relevant contingency teams and any corrective action plans that were a result from the test are incorporated into the plan.

Monitoring and Logging

1. ShipBob logs all critical information system activity for all information assets.
2. Access to security logs is restricted to authorized individuals, and security logs are protected from unauthorized modification.
3. ShipBob maintains a well-documented Incident Response plan that includes investigation, remediation, and notification requirements.

Appendix B **Standard Contractual Clauses**

Standard Contractual Clauses (Generally)

To the extent there is a restricted transfer and Parties rely on the Standard Contractual Clauses (with or without the UK Addendum and/or the modifications applicable to ex-Switzerland transfers), by entering into the Agreement and this DPA, the Parties agree that Standard Contractual Clauses are incorporated into the Agreement by reference and shall be deemed completed as below, including Annex I.A thereto and, if applicable, the UK Addendum (which where applicable shall be incorporated into the Agreement by reference and deemed completed as below) and/or the modifications applicable to ex-Switzerland transfers. The Standard Contractual Clauses are deemed completed as follows:

- Merchant is the data exporter, ShipBob is the data importer, and their respective contact information is set forth in Exhibit A (Sections 1 and 2, respectively) to this DPA.
- Module Two (Transfer Controller to Processor) applies to transfers occurring pursuant to this DPA.
- Clause 7 (Optional Docking Clause) does not apply.
- Clause 8.9 (Documentation and Compliance): the Parties agree that audits and requests for audits pursuant to Clause 8.9 shall be done in accordance with Section 3.3 of this DPA.
- Clause 9(a) (Use of Sub-processors): the Parties elect Option 2 (General Written Authorization) with a 10-day notice period. The data exporter consents to the data importer's engagement of Sub-processor(s) in accordance with Section 1.5 of this Addendum.
- Clause 11(a) (Redress): the optional section does not apply.
- Clause 17 (Governing Law): the Parties elect Option 1 and agree that the Standard Contractual Clauses shall be governed by the laws of applicable to the data exporter as described in Exhibit A (Section 3) to this DPA.
- Clause 18(b) (Choice of Forum and Jurisdiction): the Parties agree that any dispute arising from the Standard Contractual Clauses shall be resolved by the courts in the jurisdiction applicable to the data exporter as described in Exhibit A (Section 3) to this DPA.
- Exhibit A (Section 3) to this DPA will apply to Annex 1.
- Exhibit A (Section 4) to this DPA will apply to Annex 2.

Standard Contractual Clauses (Ex-UK Transfers)

In addition to the Standard Contractual Clauses, as completed pursuant to the section above in this Exhibit B, Personal Data transfers from the United Kingdom to a country or recipient described in Sections 4.1 and 4.2 shall be governed by the UK Addendum, completed as follows:

- For the purposes of Table 1 of the UK Addendum, the parties' details and contact information are set forth in Sections 1 and 2 of Exhibit A to this DPA, and the start date shall be deemed the same date as the Standard Contractual Clauses.
- For the purposes of Table 2 of the UK Addendum, the version of the Standard Contractual Clauses to which the UK Addendum applies is Module Two (Transfer Controller to Processor), and the section above in this Exhibit B describes the selection of applicable optional provisions.
- For the purposes of Table 3 of the UK Addendum, the list of parties and description of the transfer are as set out Sections 1 through 3 of Exhibit A of this DPA, ShipBob's technical and organizational measures are set forth in Section 4 of Exhibit A, and the list of ShipBob's sub-processors shall be provided pursuant to Section 2.5 of this Addendum.
- For the purposes of Table 4 of the UK Addendum, neither party will be entitled to terminate the UK Addendum in accordance with clause 19 of Part 2: Mandatory Clauses thereof.

Standard Contractual Clauses (Ex-Switzerland Transfers)

In addition to the Standard Contractual Clauses, as completed pursuant to "Standard Contractual Clauses (Generally)" above, Personal Data transfers from Switzerland to a country or recipient described in Section 4.2 shall be governed by the Standard Contractual Clauses, modified as follows:

- The parties adopt the GDPR standard for all data transfers.
- For competent supervisory authority under Clause 13, the parties choose the supervisory authority identified in Section 3 of Appendix A insofar as the data transfer is governed by the GDPR and the Federal Data Protection and Information Commissioner insofar as the data transfer is governed by the FADP.
- The term "member state" in the Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c.
- The Standard Contractual Clauses also protect the data of legal entities to the extent set forth in the FADP until the entry of the force of the revised FADP on 1 January 2023.