

WELCOME TO CV WALLET™/RESUME WALLET™

REGISTERED ISSUER/REGISTERED EMPLOYER TERMS AND CONDITIONS

PLEASE READ THIS CAREFULLY BEFORE USING THIS APPLICATION

C Squared Ventures Limited t/a CV Wallet and Resume Wallet (company number 13993935) ("**CV Wallet**", "**we**", "**our**" and "**us**") is a company registered in England and Wales with registered office address at 7 Bell Yard, London, United Kingdom, WC2A 2JR).

We operate the web applications known as [CV Wallet™](#) and Resume Wallet™ (the "**Applications**", as more particularly defined below).

The Applications enable you:

- if you are enrolled with us on the Issuer Partner Programme as an assessor (a "**Registered Issuer**"), to upload Verifiable Credentials ready for your Students (once set up as Registered Users) to claim via the Application; and
- if you are registered with us as an employer (a "**Registered Employer**"), to verify elements of Registered User's smart CVs such as identity, qualifications, skills and experience (including Verifiable Credentials) and to search for, evaluate and make job offers to suitable candidates who are Registered Users.

The following terms and conditions (the "**Terms**") and any terms set out in the Account Set-Up Form (as defined below) (together the "**Agreement**") govern our provision of the Applications and your access to and use of either Application as a Registered Issuer or a Registered Employer (as applicable).

By clicking the box indicating your acceptance, you agree to be bound by the terms of this Agreement.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to the terms and conditions of this Agreement, in which case the terms "you" or "your" shall refer to such entity.

You and CV Wallet are each a "party" and collectively "parties" to this Agreement.

If you do not agree with these Terms do not submit an Account Set-Up Form, do not register an account with us, do not click "accept" and do not access or use the Application.

We recommend you print a copy of these Terms (along with the Account Set-Up Form,) or save them to your computer for future reference.

HOW TO CONTACT US

Support: If you want to learn more about the Application or the Service or have any problems using them please take a look at our support resources [here](#) and click "Find out more".

Contacting us (including with complaints): If you think the Application or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at hello@cvwallet.com.

How we will communicate with you: If we have to contact you we will do so by email using the contact details you have provided to us on registration (or as notified to us in writing from

time to time).

How to give us formal notice of any matter under this Agreement is set out in clause 32.

These Terms include:

- **Terms of Use** – our terms of use are set out in [Part 1](#) of these Terms and govern our provision of and the use of the Applications by Registered Employers and Registered Issuers;
- **Additional Terms Applicable to Registered Issuers** – additional terms applicable to Registered Issuers only are set out in [Part 2](#) of these Terms and govern our provision of and your enrolment in the Issuer Partner Program and your use of the Application. As a Registered Issuer you can upload Verifiable Credentials (as defined below) to the Application ready for your Students (once set up as Registered Users) to claim via the Application.
- **Additional Terms Applicable to Registered Employers** – additional terms applicable to Registered Employers only are set out in [Part 3](#) of these Terms and governs our provision of and your use of the Applications to verify elements of Registered User's smart CVs such as identity, qualifications, skills and experience (including Verifiable Credentials) and to search for, evaluate and make job offers to suitable candidates who are Registered Users.
- **CV Wallet Data Processing Addendum** - the addendum to this Agreement governing how CV Wallet, Registered Issuers and Registered Employers may share and process User Personal Data, a link to which is [here](#) and as may be updated or amended from time to time by [CV Wallet: Data Processing Addendum](#).
- **Acceptable Use Policy** – our [Acceptable Use Policy](#) sets out the permitted and prohibited uses of the Applications;
- **Privacy Policy** – our Privacy Policy is located at [www.cvwallet.com/privacy-policy/](#) and sets out the terms on which we process personal information we collect from you or that you provide to us. By using the Applications, you warrant that all data you provide is true, accurate, complete and up to date; and
- **Cookie Policy** – our Cookie Policy is located at [www.cvwallet.com/privacy-policy/](#) and sets out information about the cookies we use on the Applications.

PART 1 – TERMS OF USE (APPLICABLE TO VISITORS, REGISTERED ISSUERS AND REGISTERED EMPLOYERS)

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Account Set-Up Form: the account set up form which is available online [here](#) from time to time, setting out information to be completed by you and submitted to CV Wallet and which shall form part of this Agreement.

Agreement: the agreement between the you and CV Wallet comprising these Terms and the terms of the Account Set-Up.

Applicable Additional Terms: The [additional terms](#) applicable to you according to your registration with us (whether as a Registered Employer or Registered User) and as explained above.

Applicable Laws: means all applicable laws, statutes, regulations and codes from time to time in force.

Application: the web application software owned by CV Wallet (or its third party licensors) and known as CV Wallet™ or Resume Wallet™ which enables:

(a) Registered Issuers to upload Verifiable Credentials ready for Students (once registered as Registered Users) to claim via the Application; and

(b) Registered Employers to verify elements of Registered User's smart CVs such as identity, qualifications, skills and experience (including Verifiable Credentials) and to search for, evaluate and make job offers to suitable candidates who are Registered Users.

Application Content: the content published on the Application excluding Your Data.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Confidential Information: all information that is proprietary or confidential (however recorded or preserved) disclosed (or made available) by a party to the other party whether before, on or after the date of this Agreement in connection with this Agreement, including commercial or technical know-how, technology, information pertaining to customers, pricing and marketing and, for clarity, including:

(a) (in the case of CV Wallet's information) information relating to the Application, the Application Content; and

(b) (in the case of your information) Your Data.

CV Wallet Data Processing Addendum: the addendum to this Agreement governing how CV Wallet, Registered Issuers and Registered Employers may share and process User Personal Data, a link to which is here (and as may be updated or amended by CV Wallet from time to time).

Documentation: any documents made available to you by [CV Wallet](#) online or such other web address notified by CV Wallet to you from time to time which sets out a description of the Application and the user instructions for the Application.

Effective Date: has the meaning given in the Applicable Additional Terms.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual

property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

Issuer Partner Program: a program under which the Registered Issuer, once engaged by CV Wallet, may upload Verifiable Credentials to the Application and subject to the terms of this Agreement, earn a revenue.

Qualified Blockchain: the blockchain technology owned by CV Wallet, or its third party licensors, which CV Wallet utilises to provide various functionality for the Applications.

Rate Card: the [rate card](#) may be amended by CV Wallet from time to time.

Reference Check: has the meaning set out in clause 36.3.

Registered User: an individual that is registered with us to claim and store Verifiable Credentials from registered assessors and share those Verifiable Credentials with registered employers, create a tailor

Services: the services made available by CV Wallet through the Application, as further described in the Applicable Additional Terms.

Student: any individual who has achieved a Verifiable Credential.

Terms: these terms and conditions.

User Personal Data: any personal data of Students and/or Registered Users which CV Wallet processes in connection with this Agreement.

Your Data: has the meaning set out in the Applicable Additional ed smart CV, save and store that individual's smart CV and share it with registered employers, and receive job offers from and apply for jobs with registered employers.Terms.

Your Personal Data: any personal data which CV Wallet processes in connection with this Agreement.

Verifiable Credential: any digital credential (including qualifications, certification or other official record) gained as a result of successfully completing an academic course, training course, skills assessment or any other course, assessment or test with a particular Registered Issuer.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: means a weakness in the computational logic (for example, code)

found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement and references to clauses are to clauses of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires: (a) words in the singular shall include the plural and in the plural shall include the singular; and (b) a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision: (a) is a reference to it as it is in force from time to time; and (b) shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to writing or written includes e-mail.
- 1.8 References to clauses are to the clauses of this Agreement.
- 1.9 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. ACCESSING THE APPLICATION

- 2.1 To use the Application, either as a visitor, Registered Issuer or Registered Employer, or any of the Services, you may need to download software and/or content and/or agree to additional terms. You are responsible, at your own cost, for making all arrangements necessary for you to access and use the Application and the Services.
- 2.2 You may only access some areas of the Application without being a Registered Issuer or a Registered Employer. Certain areas of the Application are only accessible to Registered Users or Registered Employers.
- 2.3 The Application is directed to people residing in the United Kingdom. We do not represent or warrant that content available on or through the Application or the Services are appropriate for use or available in other locations.

3. WE MAY MAKE CHANGES TO THESE TERMS

- 3.1 We may amend these Terms from time to time. While we may notify you of any amendments to these Terms, we do not represent that we will do so. Therefore, every time you wish to use the Application and/or the Services, please check these Terms to ensure you understand the terms that apply to the Agreement between you and us.
- 3.2 If we make a material change to these terms that has a detrimental impact on you

and you do not accept the change you must stop using the Application and you may exercise your right to terminate this Agreement under the Applicable Additional Terms. If you use the Application prior to the effective date of termination, after giving notice to terminate, the amended terms will apply to your use.

4. WE MAY MAKE CHANGES TO THE APPLICATION

- 4.1 We may update and change the Application and/or the Services from time to time to reflect changes to, for example, our Registered Users', registered assessors' or registered employers' needs or for technical, operational or other business priorities. We shall use reasonable endeavours to give you notice of any major changes.

5. WE MAY SUSPEND OR WITHDRAW THE APPLICATION

- 5.1 The Application is made available free of charge (although certain areas of the Application and certain Services are only accessible to you if you are a Registered Employer and have paid (or agreed to pay) a fee as explained in Part 3 of these Terms).
- 5.2 CV Wallet does not warrant that the Application, the Documentation, Application Content, or the Services will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of the Application and/or the Services for business, technical and/or operational reasons. We shall use reasonable endeavours to give you reasonable notice of any suspension or withdrawal.
- 5.3 We will not be liable to you if, for any reason, the Application or the Services are unavailable at any time.

6. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

- 6.1 We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

7. YOU MUST KEEP ACCOUNT DETAILS SAFE

- 7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this Agreement.
- 7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@cvwallet.com.

8. HOW YOU MAY USE MATERIAL ON THE APPLICATION

- 8.1 We are the owner, or the licensee, of all and any Intellectual Property Rights in the Application, the Documentation, the Services, the Application Content and the Qualified Blockchain. Those works are protected by copyright laws and treaties

around the world. You shall have no rights in or to the Application, the Documentation, the Application Content, the Services or the Qualified Blockchain other than as expressly permitted under the terms of this Agreement. You must not use the Application Content (or any part thereof) for commercial purposes without obtaining a licence to do so from us.

8.2 Except as otherwise permitted under this Agreement, you may print off, and may download extracts, of any page(s) from the Application for internal business use only.

8.3 If you print off, copy or download any part of the Application in breach of this Agreement, your right to use the Application will cease immediately and you must, at our option, return or destroy any copies of the Application Content you have made.

9. NO TEXT OR DATA MINING, OR WEB SCRAPING

9.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Application or any Services. This includes using (or permitting, authorising or attempting the use of):

(a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Application or any Services or any data, content, information accessed via the Application.

(b) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

9.2 Provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

9.3 This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by agreement under Applicable Law.

10. INFORMATION ON THE APPLICATION

Your Interaction with Registered Users

10.1 The Application enables:

(a) Registered Issuers to upload Verifiable Credentials ready for Students (once set up as Registered Users) to claim via the Application;

(b) Registered Users to claim their Verifiable Credentials from Registered Issuers and store and share their Verifiable Credentials, create a tailored smart CV, save and store their smart CV and share it with registered employers, and receive job offers and apply for jobs with registered employers; and

(c) Registered Employers to verify all elements of the Registered User's smart CV such as the Registered User's identity, qualifications, skills and experience (including Verifiable Credentials), search for suitable candidates who

are Registered Users that meet their skills requirements and make job offers to those Registered Users .

CV Wallet acts as a facilitator in relation to your interaction with Registered Users and is not involved in and does not screen, censor or approve the uploads or posts or any profiles created on the Application or any information shared via the Application, nor does it check or verify any Verifiable Credentials, the contents of any smart CVs, references or identities or any data or information posted or uploaded by Registered Users to the Application, or shared via the Application. CV Wallet is not involved in, and does not control, the actual transaction between you (whether you are a Registered Employer or a Registered Issuer) and the Registered User.

Further, except as otherwise provided in this Agreement, CV Wallet is not involved in and does not screen, censor, or approve the uploads, posts or profiles created on the Application or any data or information shared via the Application by you (or any other registered employers or registered employers), including the content of any job posts or job offers.

As a result, CV Wallet is not responsible for: (a) any data or information uploaded or posted on the Application, or shared via the Application, by any third parties (including any registered assessors or registered employers and any Registered Users) such as the content of any job posts, job boards, job offers or smart CVs or Verifiable Credentials; (b) the quality, safety or legality of any data or information posted or uploaded to the Application, or shared via the Application by any third party (including Registered Users and any registered employers or registered assessors) such as any job offers made, jobs posted, smart CVs shared or Verifiable Credentials uploaded, claimed and shared; (c) the truth, accuracy, reliability, timeliness or completeness of any data or information posted or uploaded to, or shared via, the Application by any third party (including Registered Users or any registered employers or registered assessors); or (d) the ability of any registered employer to offer job opportunities to Registered Users or the ability of any Registered Users to fill job openings, and CV Wallet makes no representations and provides no warranties about any data or information posted or uploaded to the Application or shared via the Application.

While CV Wallet reserves the right, in its sole discretion, to remove any data or information uploaded or posted to the Application or shared via the Application from time to time (to the extent that such data or information has not been uploaded to the Qualified Blockchain), CV Wallet does not assume any obligation or responsibility to do so, and in some cases (where the data or information has been uploaded to the Qualified Blockchain) CV Wallet cannot delete or remove such information, and to the fullest extent permitted by Applicable Law, CV Wallet disclaims any liability for failing to take any such action.

- 10.2 You assume all risks associated with dealing with Registered Users with whom you come in contact with through the Application and/or use of the Services. CV Wallet does not warrant or represent that each Registered User, registered assessor or registered employer is who they claim to be. CV Wallet is not involved in any Registered User to Registered Issuer or Registered User to Registered Employer dealings or communications. In the event that you have a dispute with a

Registered User you agree to release CV Wallet from all claims, demands, damages and any other losses arising out of or in connection with such dispute to the fullest extent permitted by law and to compensate CV Wallet for any loss arising out of any such dispute.

- 10.3 The Application may contain inaccuracies or typographical errors. CV Wallet makes no representations and provides no warranties about the accuracy, reliability, completeness or timeliness of the Application, the Documentation, the Services or any Application Content.
- 10.4 You assume sole responsibility for results obtained from your use of the Application, the Services and for conclusions drawn from such use.
- 10.5 If you wish to complain about information and materials uploaded by Registered Users, registered assessors or registered employers please contact us on hello@cvwallet.com.

Risks associated with the use of blockchain technology

- 10.6 You acknowledge and agree that:
 - (a) It is possible that for technical reasons associated with the use of blockchain technology delays may occur when using these Services. CV Wallet shall not be responsible for any losses arising from such delays.
 - (b) Blockchain technology is not (at the date of these Terms) regulated in England and Wales. The implementation of any regulation of blockchain technology may materially affect the development and use of the Application and performance and use of the Services and CV Wallet will not be responsible for any losses arising from the implementation of any regulatory regime.
 - (c) Due to the immutable nature of blockchain, once a Verifiable Credential has been uploaded to the Qualified Blockchain, it cannot be deleted or modified and CV Wallet shall not be liable for any errors, incomplete information, or other inaccuracies in such Verifiable Credentials. If you notice an inaccuracy in, or you have any other query regarding, your Verifiable Credential please let us know by emailing us at hello@cvwallet.com.
 - (d) If it comes to our attention that there is a technical error on the Qualified Blockchain, CV Wallet will use its reasonable endeavours to correct such technical error. This shall be the extent of CV Wallet's liability to you for any loss caused by such errors.

11. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

- 11.1 Where the Application contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over those sites or resources.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 Nothing in this Agreement, excludes or limits in any way our liability to you where it would be unlawful to do so. This includes liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) for a breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.2 Subject to clause 12.1, CV Wallet shall not in any circumstances be liable to you whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) any loss (whether direct or indirect) relating to business interruption;
 - (c) any loss or corruption (whether direct or indirect) of data or information;
 - (d) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
 - (e) loss of or damage to (whether direct or indirect) reputation or goodwill;
 - (f) any loss or liability (whether direct or indirect) under or in relation to any other contract; or
 - (g) any indirect or consequential loss or damage.
- 12.3 Subject to clause 12.1, CV Wallet's total aggregate liability to you in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance of this Agreement shall be limited to:
- (a) For Registered Issuers: any fees paid by CV Wallet to you under this Agreement in the 12 months immediately preceding the claim; and
 - (b) For Registered Employers: the fees paid by you to CV Wallet under this Agreement in the 12 months immediately preceding the claim.
- 12.4 Except as expressly and specifically provided in this Agreement:
- (a) you assume sole responsibility for the legality, reliability, integrity, accuracy, completeness and quality of Your Data. CV Wallet shall have no liability for any damage caused by errors or omissions in Your Data;
 - (b) you acknowledge that:
 - i. the Application is provided on an "as-is" basis and CV Wallet hereby excludes all warranties, conditions and terms, whether express or implied by statute, common law or otherwise, to the extent permitted by Applicable Law;
 - ii. we do not warrant that the Application, the Services and/or the information obtained by you through the Application will meet your requirements; and

- iii. we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Application may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12.5 You shall indemnify CV Wallet against all liabilities, costs, expenses, damages and losses suffered or incurred by CV Wallet arising out of or in connection with:

- (a) any breach of this Agreement by you or your personnel;
- (b) any claim made against CV Wallet by a third party arising out of or in connection with the receipt and/or use of Your Data (including any claim that the receipt or use of Your Data infringes the intellectual property rights of a third party); and/or
- (c) any claim made against CV Wallet arising out of or in connection with the misuse of the Application, the Services, the Application Content or the Qualified Blockchain by you.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 The CV Wallet Data Processing Addendum governs how CV Wallet, Registered Issuers and Registered Employers may share and process User Personal Data.

13.2 Our Privacy Policy is located at www.cvwallet.com/privacy-policy/ and sets out the terms on which we process personal information we collect from you or that you provide to us.

14. USE OF THE APPLICATION

14.1 The Application shall only be used by: (a) Registered Employers seeking suitable candidates (who are Registered Users) to recruit for jobs vacancies; and (b) Registered Issuers wishing to enrol on, and take part in, the Issuer Partner Programme.

14.2 You shall not use the Application or the Services to determine a Registered User's eligibility for any purposes other than the purpose provided in clause 14.1, including for:

- (a) credit or insurance purposes;
- (b) mortgage purposes; or
- (c) solely for the purpose of verifying identity or proving a right to work.

14.3 You shall not access, store, distribute, transmit or upload any Viruses, or any material during the course of your use of the Application or the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;

- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and CV Wallet reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.

14.4 You shall not (except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement):

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application in any form or media or by any means;
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application;
- (c) access all or any part of the Application in order to build a product or service which competes with the Application;
- (d) use the Application to provide services to third parties;
- (e) subject to clause 15.1(c), license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Application available to any third party except your personnel;
- (f) attempt to obtain, or assist third parties in obtaining, access to the Application and the Services; or
- (g) introduce or permit the introduction of, any Virus or Vulnerability into CV Wallet's or any Registered User's, registered assessor's or registered employer's network and information systems.

14.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and the Services and, in the event of any such unauthorised access or use, promptly notify CV Wallet.

15. YOUR OBLIGATIONS AND WARRANTIES

15.1 You shall:

- (a) provide CV Wallet with all necessary co-operation in relation to this Agreement;
- (b) comply with all Applicable Laws with respect to your activities under this Agreement;

- (c) ensure that your personnel use the Application and the Services in accordance with the terms and conditions of this Agreement and be responsible for any of your personnel's breach of this Agreement;
- (d) obtain and maintain all necessary licences, consents, and permissions necessary for you to perform your obligations and grant the rights under this Agreement;
- (e) ensure that your network and systems comply with any relevant specifications for use of the Application and the Services;
- (f) be, to the extent permitted by Applicable Law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to the Application, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.
- (g) ensure that all Your Data uploaded to the Application has been verified and is true, accurate, complete, reliable, up-to-date when submitted and fit for purpose;
- (h) notify CV Wallet immediately in writing on becoming aware of any error or omission in any of Your Data;
- (i) if any information that you have provided to CV Wallet whether on the Account Set-Up Form or at any other time changes, you shall promptly notify CV Wallet in writing and provide CV Wallet with your up-to-date information.

15.2 You warrant, represent and undertake that:

- (a) you have all necessary rights, consents and permissions to grant the rights to the receipt and use of Your Data as permitted under this Agreement;
- (b) Your Data is true, accurate, complete, reliable and fit for purpose;
- (c) you will provide Your Data with reasonable care and skill and in accordance with Good Industry Practice; and
- (d) receipt and use of Your Data in accordance with this Agreement shall not infringe any rights (including the Intellectual Property Rights) of any third party.

16. CV WALLET OBLIGATIONS

16.1 CV Wallet shall provide the Services with reasonable care and skill.

17. CONFIDENTIAL INFORMATION

17.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement, exercise the rights granted under this Agreement or enjoy the benefit of the Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 17.2 Subject to clause 17.3 and clause 17.4 (and for Registered Employers, clause 43.6), each party shall hold the other party's Confidential Information in confidence and not make the other party's Confidential Information available to any third party, or use the other party's Confidential Information for any purpose other than to exercise and/or perform that party's rights and obligations under this Agreement.
- 17.3 A party may disclose Confidential Information of the other party:
- (a) to the extent such Confidential Information is required to be disclosed by Applicable Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 17.3(a), it takes into account the reasonable requests of the other party in relation to the content of such disclosure; or
 - (b) to its professional advisors that are engaged by that party in connection with this Agreement, provided that such professional advisors are aware of, and comply with, these confidentiality obligations.
- 17.4 A party may disclose the other party's Confidential Information to its personnel who need to know the information to exercise and perform that party's rights and obligations under this Agreement. Each party shall ensure that such of its personnel are aware of, and comply with, these confidentiality obligations and shall be responsible for the acts and omissions of its personnel.
- 17.5 You shall not make, or permit any person to make, any public announcement concerning this Agreement without our prior written consent, except as required by Applicable Law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
- 17.6 This clause 17 shall survive termination howsoever caused.
- 18. UPLOADING CONTENT TO THE APPLICATION AND OWNERSHIP OF YOUR DATA**
- 18.1 Whenever you make use of a feature that allows you to upload Your Data (or any other content) to the Application, or to make contact with other third party users of the Application (including Registered Users, registered assessors and/or registered employers), you must comply with the content standards set out in this

Agreement and in our [Acceptable Use Policy](#).

- 18.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 18.3 Except as expressly provided in this Agreement, you retain all of your ownership rights in Your Data, but you are required to grant us a licence in accordance with clause 19.
- 18.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 18.5 We have the right to remove any posting you make on the Application if, in our opinion, your post does not comply with the content standards set out in this Agreement or our [Acceptable Use Policy](#).
- 18.6 You are solely responsible for securing and backing up Your Data (and any other content you may upload or post to the Application). We strongly recommend that you back up Your Data (and other content or data) used in connection with the Application, to protect such content and data in case of problems with the Application or the Services.
- 18.7 You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

19. LICENCE TO USE YOUR DATA

- 19.1 You hereby grant to CV Wallet a non-exclusive, perpetual, irrevocable, worldwide licence to use Your Data as necessary to provide the Services and to perform any other of CV Wallet's obligations under this Agreement and as may be further specified in the Applicable Additional Terms.

20. WE ARE NOT RESPONSIBLE FOR VIRUSES

- 20.1 We do not warrant or represent that the Application will be free from Viruses or Vulnerabilities.
- 20.2 You are responsible for configuring your information technology, computer programmes and platform to access the Application. You should use your own virus protection software.

21. RULES ABOUT LINKING TO THE APPLICATION

- 21.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 21.3 You must not establish a link to the Application in any website that is not owned by

you.

21.4 The Application must not be framed on any other site, nor may you create a link to any part of the Application other than the home page.

21.5 We reserve the right to withdraw linking permission without notice.



21.6 The website in which you are linking must comply in all respects with the content standards set out in this Agreement and our [Acceptable Use Policy](#).

21.7 If you wish to link to or make any use of content on the Application other than that set out above, please contact hello@cvwallet.com.

22. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

22.1 The terms of this Agreement, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

23. OUR TRADE MARKS ARE REGISTERED

23.1  CV Wallet,  Resume Wallet, "CV WALLET" and "RESUME WALLET" are trade marks of CV Wallet. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under "[How you may use material on this Application](#)" or as permitted under the [Applicable Additional Terms](#).

24. WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL

24.1 CV Wallet shall have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of CV Wallet or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. We will use reasonable endeavours to notify you of such an event and its expected duration.

25. EVEN IF WE DELAY IN ENFORCING THIS AGREEMENT, WE CAN STILL ENFORCE IT LATER

25.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. For example, we might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

26. RIGHTS AND REMEDIES

26.1 Except as expressly provided in this Agreement, the rights and remedies provided

under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. IF COURT INVALIDATES SOME OF THE AGREEMENT, THE REST OF IT WILL STILL APPLY

27.1 If a court or other authority decides that some of the terms of this Agreement are unlawful, the rest will continue to apply.

28. ENTIRE AGREEMENT

28.1 This Agreement (and any documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.2 Subject to clause 12.1, each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

29. YOU CAN ONLY TRANSFER YOUR AGREEMENT WITH US TO SOMEONE ELSE IF WE AGREE TO THIS

29.1 You shall not, without the prior written consent of CV Wallet, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

30. NO PARTNERSHIP OR AGENCY

30.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

31. NOBODY ELSE HAS ANY RIGHTS UNDER THIS AGREEMENT

31.1 This Agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

32. NOTICES

32.1 Any notice required to be given under this Agreement shall be in writing and shall be sent by email to the other party's email address as set out below:

(a) Your email address: the email address set out on the Account Set-Up Form (or as otherwise notified by you in writing from time to time).

(b) CV Wallet's email address: hello@cvwallet.com.

32.2 A notice sent by email shall be deemed to have been received at 9am on the first business day after the date of transmission (provided a notice of failed delivery is not received within that time). In this clause 32, "**business day**" means a day

other than a Saturday, Sunday or public holiday in the place of receipt.

PART 2: ADDITIONAL TERMS APPLICABLE TO REGISTERED ISSUERS (THE ISSUER PARTNER PROGRAM)

33. INTERPRETATION

33.1 In addition to the definitions and rules of interpretation set out in clause 1 above, the following definitions apply to these Additional Terms:

Additional Terms: the terms and conditions set out in Part 2 of these Terms.

Minimum Reference Check Revenue Fee: the amount set out in the Rate Card, as may be amended by CV Wallet from time to time.

Platform Fee: the fee payable by us to you under clause 36.1(a), calculated as explained in clause 36.2.

Reference Check Revenue Fee: the fee payable by us to you under clause 36.1(b), calculated as explained in clause 36.3.

Reference Check Net Revenue: the actual income received by CV Wallet from registered employers for Reference Checks after deduction of CV Wallet's operating costs connected with the provision of the Service, any applicable tax payable by CV Wallet in relation to the Services and any other deductions as may be set out on the Rate Card from time to time.

Services: the services made available to you, as a Registered Issuer, through the Application which allow you to upload Verifiable Credentials ready for your Students (once set up as Registered Users) to claim via the Application. Those Registered Users may then create a tailored smart CV, save and store their smart CV and share it with Registered Employers, and receive job offers from and apply for jobs with Registered Employers who use the Application to verify Verifiable Credentials of Registered Users, search for suitable candidates (who are Registered Users) for job vacancies and make job offers to any suitable candidates who are Registered Users.

Your Data: the data, including Your Personal Data, that you upload or post to the Application for the purpose of using the Services, such data includes Verifiable Credentials gained by Students.

Quarter: a period of three months ending on 31 March, 30 June, 30 September or 31 December in any calendar year (and where the Effective Date is part way through that 3-month period, such part of that 3 month period ending on 31 March, 30 June, 30 September or 31 December (as applicable)).

34. REGISTERING AS AN ISSUER: THE ISSUER PARTNER PROGRAM

34.1 To participate in the Issuer Partner Program, you must be enrolled in the Issuer Partner Program. To enrol on the Issuer Partner Program you must submit a

completed Account Set-Up Form to CV Wallet and click the box to indicate acceptance of the terms of this Agreement. At this point you will receive your login details and you may upload Your Data to the Application.

- 34.2 Once submitted, CV Wallet will review the Account Set Up Form. If, in CV Wallet's sole discretion, CV Wallet decides that you meet CV Wallet's criteria for joining the Issuer Partner Programme, CV Wallet will send you an email to confirm that you have been accepted.
- 34.3 Your submission of a completed Account Set-Up Form to CV Wallet, constitutes an offer by you to enrol on the Issuer Partner Program.
- 34.4 Your offer under clause 34.1 shall only be deemed to be accepted when CV Wallet issues written acceptance of your offer (as explained in clause 34.2) at which point, and on which date this Agreement shall come into existence (**Effective Date**).
- 34.5 If you are not accepted on the Issuer Partner Programme, you may not use the Application as a registered assessor, we will disable any login details sent to you and we will delete any of Your Data uploaded to the Application.
- 34.6 Your Data will not be uploaded to the Qualified Blockchain until after you have been accepted on to the Issuer Partner Program.

35. REGISTERED ISSUER OBLIGATIONS

- 35.1 You acknowledge and agree that we act as a processor on your behalf in relation to the uploading and claiming of the Verifiable Credentials. As such, you agree:
 - (a) to notify your Students when there is a Verifiable Credential ready for that Student to claim and provide that Student with all necessary help and assistance to become a Registered User and claim the Verifiable Credential.
 - (b) where a Verifiable Credential is unclaimed, that we will store the Verifiable Credential and any other information provided by you in order for the Registered User to claim a Verifiable Credential for no longer than the period of time set out in CV Wallet Data Processing Addendum.
- 35.2 You shall not upload any Verifiable Credentials for Students under the age of eighteen (18) years old and you represent and warrant that all Verifiable Credentials uploaded to the Application are for Students who are 18 years old or older.
- 35.3 You understand and acknowledge that if your account with us is cancelled or if this Agreement is terminated, all your account information from the Application and all data and other information uploaded or posted on the Application may be deleted. We strongly recommend you back up any data you upload or post on the Application. Further you acknowledge that Your Data (and any part thereof), once uploaded to the Qualified Blockchain, cannot be deleted or modified. Therefore, you acknowledge and agree that when Your Data has been claimed, you will not be able to modify or delete it from the Application (and neither will we).

36. PAYMENT - REVENUE SHARE SCHEME

- 36.1 In consideration of the licence to use Your Data granted by you to CV Wallet under this Agreement, CV Wallet shall pay to you:
- (a) the Platform Fee.
 - (b) a Reference Check Revenue Fee,
in accordance with this clause.
- 36.2 The Platform Fee is calculated as follows:
- (a) When a registered employer makes a job offer to a Registered User based on that Registered User holding one or more Verifiable Credential(s) claimed from you, that registered employer pays a fee to CV Wallet (and that fee is set by you). We will then pay to you a percentage (as set out in the Rate Card) of that fee. We are under no obligation to pay the Platform Fee to you until we have received the corresponding payment from the registered employer in cleared funds.
 - (b) We decide (in our sole discretion) whether a job offer results from you, based on the search terms used by the registered employer when searching for suitable candidates who are Registered Users.
- 36.3 The Reference Check Revenue Fee is calculated as follows:
- (a) When a registered employer downloads a verified version of a Registered User's smart CV (a "**Reference Check**") that registered employer pays a fee to CV Wallet. The fee payable by the registered employer varies depending on the level of verification requested. Details of the relevant fees can be found on the Rate Card.
 - (b) If the Registered User against which the Reference Check has been ordered, claimed a Verifiable Credential from you, you earn one credit. You earn one credit for every Verifiable Credential claimed from you by the Registered User against which the Reference Check has been requested.
 - (c) A percentage (as set out in the Rate Card) of the Reference Check Net Revenue received by us during each Quarter is then allocated to you pro rata to the amount of credits you have earned during that Quarter compared to the total number of credits earned by all the registered assessors in that Quarter.
- 36.4 If the payment calculated in accordance with clause 36.3 (the Reference Check Revenue Fee) in respect of any Quarter is less than the Minimum Reference Check Revenue Fee for that Quarter then the Reference Check Revenue Fees will be rolled over to the next quarter and added to the Reference Check Revenue Fees calculated for that Quarter.
- 36.5 CV Wallet shall pay the Platform Fees payable to you under this Agreement within 30 (thirty) days of the end of each month in which we received the corresponding fee from the registered employer.
- 36.6 Subject to clause 36.4, CV Wallet shall pay the Reference Check Revenue Fees payable to you under this Agreement within 30 (thirty) days of the end of each

Quarter.

- 36.7 Unless otherwise agreed, the fees payable to you under this clause shall be paid in sterling to the bank account nominated in writing by you.
- 36.8 If CV Wallet fails to pay you by the due date of payment then as your sole remedy, you shall be entitled to charge interest on such overdue sums at 2% a year above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full.
- 36.9 CV Wallet may at any time, without notice to you, set off any liability of you to CV Wallet against any liability of CV Wallet to you, whether either liability is present or future, liquidated or unliquidated, under this Agreement.

37. GRANT OF LICENCES

- 37.1 Subject to the terms of this Agreement, CV Wallet hereby grants to you the non-exclusive right to use the Application, the Services and the Application Content to upload Your Data to the Application for your internal business purposes, such right to include the right to sub-licence such right to your personnel in accordance with clause 15.1(c).
- 37.2 In addition to the rights granted by you to us under clause 19, you hereby grant to CV Wallet a non-exclusive, perpetual, irrevocable, worldwide right to use, adapt, reproduce, distribute and publish Your Data, including the right to use Your Data as necessary to provide services to Registered Users and registered employers and allow Registered Users and registered employers to use Your Data as necessary to receive the benefit of such services, such services include: (i) enabling Registered Users to claim, store and share verified Verifiable Credentials, create a tailored smart CV and save, store their smart CV and share it with registered employers, and apply for jobs with registered employers; and (ii) enabling registered employers to verify all elements of the Registered User's smart CV such as the Registered User's identity, qualifications, skills and experience (including Verifiable Credentials) and to search for, evaluate and make job offers to suitable candidates who are Registered Users.

38. DATA PROTECTION

- 38.1 The parties shall comply with the applicable provisions of the CV Wallet Data Processing Addendum.

39. TERM AND TERMINATION

- 39.1 This Agreement shall come into force on the Effective Date and shall continue until terminated in accordance with this Agreement.
- 39.2 Without affecting any other right or remedy available to it, CV Wallet may suspend your access to the Application and the Services and/or terminate this Agreement (including your engagement on the Issuer Partner Program) with immediate effect on written notice to you if:

- (a) you commit a material breach of any term of this Agreement and (if such breach is remediable) you fail to remedy that breach within 14 days of being notified in writing to do so;
 - (b) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement.
 - (c) you do anything, or omit to do something, which could impair, damage or be detrimental to the reputation or goodwill associated with us, the Application and the Services.
 - (d) you take any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (e) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.
- 39.3 If we withdraw the Application and/or the Service under clause 5.2, this Agreement (and your engagement on the Issuer Partner Program) will automatically terminate.
- 39.4 You may terminate this Agreement (and your enrolment on the Issuer Partner Program) at any time for any reason on 14 (fourteen) days' written notice to us.
- 39.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect, including clauses 5.3, 10, 11, 12, 17, 18.3, 18.5, 18.6, 19, 20, 22, 24-28, 30, 31, 32, 36.9, 37.2, 38 and 39.6.
- 39.6 On termination:
- (a) CV Wallet will pay to you any fees due to you under this Agreement which have not yet been paid to you up to the date of effective termination; and
 - (b) the licence granted by you to us under clause 19 and clause 37.2 shall remain in full force and effect.
 - (c) we will disable your access to the Application and you will no longer have access to Your Data through the Application;
 - (d) you must stop all activities authorised by these terms, including your use of the Application and any Services; and
 - (e) we may delete all and any of Your Data from the Application so you must ensure you regularly back up Your Data, and where possible back up Your Data prior to termination.

PART 3: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO REGISTERED EMPLOYERS

40. INTERPRETATION

- 41.1 In addition to the definitions and rules of interpretation set out in clause 1 above, the following definitions apply to these Additional Terms:

Additional Terms: the terms and conditions set out in this Part 3 of these Terms.

Report: a verification report generated from your use of the Application as a result of a Reference Check.

Services: the services made available to you, as a Registered Employer through the Application by CV Wallet, which allow you to verify Verifiable Credentials and and/or search for and make job offers to suitable candidates who are Registered Users.

Offer Fee: the fee, as notified to you via the Application, payable by you to CV Wallet for each job offer made to a Registered User, in accordance with clause 45.2.

Reference Check Fee: the fee set out in the Rate Card, depending on the level of verification requested by you, payable by you to CV Wallet per Reference Check ordered by you in accordance with clause 45.3 .

User Data: any data and information uploaded or posted to the Application or created using the Application by a Registered User including any User Personal Data.

User Personal Data: any personal data which CV Wallet processes in connection with this Agreement on behalf of a Registered User.

Your Data: the data, including Your Personal Data, that you upload or post to the Application, or share via the Application, for the purpose of using the Services (such data includes job offers, details of your job vacancies and your business details) and any Reports.

42. REGISTERING AS A REGISTERED EMPLOYER

- 42.1 To use the Application as a Registered Employer you must submit a completed Account Set-Up Form and click the box to indicate acceptance of the terms of this Agreement. At this point you will receive your login details.
- 42.2 Once submitted, CV Wallet will review the Account Set Up Form. If, in CV Wallet's sole discretion, CV Wallet decides that you meet CV Wallet's criteria for using the Application and the Services as a registered employer, CV Wallet will send you an email to confirm that you have been accepted.
- 42.3 Your submission of a completed Account Set-Up Form to CV Wallet, constitutes an offer by you to register with and use the Application and the Services as a

Registered Employer.

42.4 Your offer under clause 42.1 shall only be deemed to be accepted when CV Wallet issues written acceptance of your offer (as explained in clause 42.2) at which point, and on which date this Agreement shall come into existence ("**Effective Date**").

42.5 If you are not accepted by CV Wallet, you may not use the Application as a registered employer, we will disable any login details sent to you and we will delete any of Your Data uploaded to the Application.

43. REGISTERED EMPLOYER OBLIGATIONS

43.1 You are solely responsible for the job offers you make via the Application. CV Wallet is not to be considered an employer with respect to your use of the Application and the Services and CV Wallet shall not be responsible for any employment decisions that you make, for whatever reason.

43.2 You understand and acknowledge that if your account with us is cancelled or if this Agreement is terminated, all your account information from the Application and all data and other information uploaded or posted on the Application may be deleted. We strongly recommend you back up any data you upload or post on the Application.

43.3 You acknowledge and agree that neither a job offer made via the Application nor any other data or content (including Your Data) uploaded, posted or shared to or via the Application by you shall contain:

- (a) any hyperlinks, other than those specifically authorised by CV Wallet;
- (b) misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in CV Wallet's reasonable discretion;
- (c) the names of colleges, cities, states, towns or countries that are unrelated to the posting;
- (d) inaccurate, false, or misleading information; or
- (e) material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 16.

43.4 You shall not make job offers via the Application, upload, post or share any other data or content (including Your Data) on or via the Application relating to jobs or use the Application:

- (a) in a manner that does not comply with Applicable Laws, including laws relating to employment, equal employment opportunity and employment eligibility requirements, discrimination, data privacy, data access and use, and intellectual property;
- (b) to sell, promote or advertise products or services;
- (c) to post, promote or advertise any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or

sales representative agency arrangement;

- (d) to post, promote or advertise any business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- (e) to post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;
- (f) to promote any opportunity that does not represent bona fide employment;
- (g) to advertise sexual services or seek employees for jobs of a sexual nature;
- (h) to request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;
- (i) to endorse a particular political party, political agenda, political position or issue;
- (j) to promote a particular religion;
- (k) to recruit for jobs located in countries subject to economic sanctions of the United Kingdom;
- (l) except where allowed by Applicable Law, to recruit for jobs which require the applicant to provide information relating to his/her/their (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offences or proceedings or (viii) age;
- (m) to recruit for jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;
- (n) to recruit for jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required to comply with Applicable Law;

43.5 You shall not use the Application:

- (a) for any purpose other than as an employer seeking employees, including but not limited to advertising promotions, products, or services to any Registered Users or registered assessors;
- (b) to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to Registered Users or registered assessors or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who

has informed you that they do not want to be contacted); or

- (c) to source candidates or to contact job seekers or Registered Users in regard to career fairs and business opportunities prohibited by this clause 43.

43.6 You shall not disclose any User Data to any third party except as reasonably required for your recruitment process and provided always that any such third parties comply with the confidentiality obligations set out in clause 17 and you shall be liable for any acts or omissions of such third parties as if they were your acts and omissions.

43.7 You shall take appropriate physical, technical, and administrative measures to protect any User Data you have obtained from the Application from loss, misuse, unauthorized access, disclosure, alteration or destruction.

44. CV WALLET OBLIGATIONS/RESPONSIBILITIES

44.1 CV Wallet reserves the right, without liability, to remove any of Your Data or any other content from the Application, which in the reasonable exercise of CV Wallet's discretion, does not comply with these Terms, or if any content is uploaded, posted or shared via the Application, that CV Wallet believes is not in the best interest of CV Wallet.

44.2 For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003, CV Wallet is not an employment business and does not introduce or supply work-seekers to employers (or vice versa).

45. CHARGES

45.1 You shall pay the Reference Check Fee and the Offer Fee to CV Wallet in accordance with this clause.

45.2 Unless otherwise agreed between the parties, we shall invoice you for the Offer Fee for each offer made in a month, at the end of each month. You shall pay the Offer Fee to us within 14 (fourteen) days of the date of such invoice.

45.3 Unless otherwise set out on the Rate Card, or otherwise agreed between the parties, to order a Reference Check you must purchase credits from us as explained on the Rate Card. You may then use those credits to order Reference Checks, subject to any further terms set out on the Rate Card or as otherwise agreed between the parties.

45.4 All amounts and fees stated or referred to in this Agreement:

- (a) unless otherwise agreed, shall be payable in pounds sterling;
- (b) are, subject to clause 48.3 and clause 48.4, non-cancellable and non-refundable; and
- (c) are exclusive of value added tax (or any equivalent tax chargeable in the UK or elsewhere).

45.5 CV Wallet may at any time, without notice to you, set off any liability of you to CV

Wallet against any liability of CV Wallet to you, whether either liability is present or future, liquidated or unliquidated, under this Agreement.

46. GRANT OF LICENCE AND ASSIGNMENT

- 46.1 Subject to the terms of this Agreement, CV Wallet hereby grants to you the non-exclusive right to use the Application, the Services and the Application Content to upload Your Data to the Application for your internal business purposes, such right to include the right to sub-licence such right to your personnel in accordance with clause 15.1(c).
- 46.2 In addition to the rights granted by you under clause 19, you hereby grant to CV Wallet a non-exclusive, perpetual, irrevocable, worldwide licence to use, adapt, reproduce, distribute and publish Your Data, including to the right to use Your Data to provide services to Registered Users and to allow Registered Users to use Your Data as necessary to receive the benefit of such services, such services to include recruitment activities.
- 46.3 You shall own all rights (including all Intellectual Property Rights) in any Reports. To the extent that such rights do not automatically vest in you, CV Wallet hereby assigns to you absolutely all its rights, title and interest to such Reports.

47. DATA PROTECTION

- 47.1 The parties shall comply with the applicable provisions of the CV Wallet Data Processing Addendum.

48. TERMINATION

- 48.1 This Agreement shall come into force on the Effective Date and shall continue until terminated in accordance with this Agreement.
- 48.2 Without affecting any other right or remedy available to it, CV Wallet may suspend your access to the Application and the Services and/ or terminate this Agreement with immediate effect on written notice to you if:
- (a) you commit a material breach of any term of this Agreement and (if such breach is remediable) you fail to remedy that breach within 14 days of being notified in writing to do so;
 - (b) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement.
 - (c) you fail to pay any amount due under this Agreement in the due date for payment and you remain in default for not less than 30 days after being notified to do so;
 - (d) you do anything, or omit to do something, which could impair, damage or be detrimental to the reputation or goodwill associated with us, the Application and the Services
 - (e) you take any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or

obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- (f) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.

48.3 If we withdraw the Application and/or the Service, under clause 5.2, this Agreement will automatically terminate and we will reimburse you for any credits you have purchased to perform a Reference Check for which, by the effective date of termination, you have not used.

48.4 If you terminate the Agreement under clause 3.2, we will reimburse you for any credits you have purchased to perform a Reference Check for which, by the effective date of termination, you have not used.

48.5 You may terminate this Agreement (and your account with us) at any time and for any reason on fourteen (14) days' written notice to us.

48.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect, including clauses 5.3, 10, 11, 12, 17, 18.3, 18.5, 18.6, 19, 20, 22, 24-28, 30, 31, 32, 45.5, 46.2, 46.3 and 48.7.

48.7 On termination of this Agreement:

- (a) all Offer Fees that have been invoiced to you shall become immediately due and payable and you shall pay such fees to us immediately;
- (b) we shall invoice you for all Offer Fees for all offers made to Registered Users up to the date of effective termination and that have not yet been invoiced and you shall immediately pay such fees to us;
- (b) the licences granted by you to us under clause 19 and clause 46.2 shall remain in full force and effect
- (c) we will disable your access to the Application and you will no longer have access to Your Data through the Application;
- (d) you must stop all activities authorised by these terms, including your use of the Application and any Services; and
- (e) we may delete all and any of Your Data from the Application so you must ensure you regularly back up Your Data, and where possible back up Your Data prior to termination.

C SQUARED DATA PROCESSING ADDENDUM

THIS DATA SHARING AGREEMENT has been entered into on the Effective Date of the Terms and Conditions (as defined below).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Data Processing Addendum, expressions defined in the Terms and Conditions and used in this Data Processing Addendum have the meaning set out in the Terms and Conditions, unless separately defined in this Data Processing Addendum.

1.2 In this Data Processing Addendum:

“Adequacy Decision” a decision of a Competent Authority made pursuant to Data Protection Laws (specifically including GDPR Article 45) which allows for a Transfer in compliance with Data Protection Laws without the need to take further action;

“Agreed Purposes” means:

- (a) in respect of Registered Issuers, the use of the Application to upload Verifiable Credentials to the Application ready for Students (once set up as Registered Users) to claim via the Application, the exercise of rights and/or performance of its obligations under the Terms and Conditions, and any other purposes agreed between the parties from time to time; and
- (b) in respect of Registered Employers, the use of the Application to verify elements of Registered User’s smart CVs such as identity, qualifications, skills and experience (including Verifiable Credentials) and to search for, evaluate and make job offers to job seekers that are Registered Users, the exercise of rights and/or performance of its obligations under the Terms and Conditions, and any other purposes agreed between the parties from time to time.

“appropriate technical and organisational measures”, “controller”, “data subject”, “personal data”, “processing”, “processor”, “special categories of personal data” and **“supervisory authorities”** have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions shall be construed accordingly);

“Article 9 Condition” has the meaning given to it in clause 4.1;

“Competent Authority” means:

- (a) in respect of the UK the Information Commissioner’s Office;
- (b) in respect of any EEA member state, the EU Commission; and/or
- (c) any other competent court or authority in the UK or EEA, as the case may be;

“data importer” and **“data exporter”** have the respective meanings given to them in the applicable SCCs;

“Data Protection Laws” means:

- (a) to the extent the UK GDPR applies, the law of the UK or of a part of the UK which related to the protection of personal data (expressly including the UK Data Protection Act 2018) (together the “**UK Data Protection Laws**”);
- (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which a party is subject, which relates to the protection of personal data (together the “**EEA Data Protection Laws**”) relating to the protection of personal data;

“**EEA**” means the European Economic Area;

“**EEA Restricted Transfer**” means a Restricted Transfer whereby the Disclosing Party is subject to EEA Data Protection Laws in respect of such Transferred Personal Data;

“**Effective Date**” means the Effective Date of the Terms and Conditions;

“**EU GDPR**” means the General Data Protection Regulation ((EU) 2016/679);

“**EU SCCs (Module One: Controller-to-Controller)**” means “Module One: Transfer controller to controller” of the European Commission’s Standard Contractual Clauses for the transfer of personal data from one controller to another controller set out in the Annex to Commission Implementing Decision (EU) 2021/914, a complete copy of which comprises Schedule 4;

“**EU SCCs (Module Four: Processor-to-Controller)**” means “Module Four: Transfer processor to controller of the European Commission’s Standard Contractual Clauses for the transfer of personal data from a processor to a controller set out in the Annex to Commission Implementing Decision (EU) 2021/914, a complete copy of which comprises Schedule 2;

“**EU Restricted Transfer**” means a Restricted Transfer whereby the Disclosing Party is subject to EEA Data Protection Laws in respect of such Transferred Personal Data;

“**Lawful Basis**” has the meaning given to it in clause 4.1;

“**Personal Data**” means personal data as defined by and subject to Data Protection Laws;

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any of the Personal Data;

“**Privacy Policies**” means any applicable privacy policy or notice that pertains to Personal Data as published or updated by a party from time to time;

“**Relevant Personal Data**” means any and all Personal Data received, stored, collected, derived, generated, or otherwise obtained or accessed by a party in connection with the Agreed Purposes and as further described in Schedule 1;

“**Restricted Transfer**” means any Transfer of Personal Data by a Disclosing Party to a Receiving Party where such Transfer is not subject to an Adequacy Decision and the Receiving Party is outside the EEA or UK;

“**SCCs**” means, as applicable:

- (a) EU SCCs (Module One: Controller-to-Controller);
- (b) EU SCCs (Module Four: Processor-to-Controller);

and (a)-(b) inclusive shall be defined as the “**EU SCCs**”

- (c) Standard Data Protection Clauses issued by the UK Information Commissioner’s Office under Section 119A(1) of the UK Data Protection Act 2018 – International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, Version B1.0, a completed copy of which comprises Schedule 3 (the “**UK Processor SCCs**”);
- (d) Standard Data Protection Clauses issued by the UK Information Commissioner’s Office under Section 119A(1) of the UK Data Protection Act 2018 – International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, Version B1.0, a completed copy of which comprises Schedule 5 (the “**UK Controller SCCs**”);

and (c)-(d) inclusive shall be defined as the “**UK SCCs**”;

“**Sub-processor**” means a processor engaged by another processor for carrying out specific activities on behalf on the controller;

“**Supplementary Measures**” means the provisions of Schedule 6, which set out the supplementary measures to the SCCs used to ensure an essentially equivalent level of protection as provided under Data Protection Laws;

“**Terms and Conditions**” means the Registered Issuer/Registered Employer Terms and Conditions which are available [here](#), which may be updated from time to time;

“**Transfer**” has the meaning given to “transfer” or “onward transfer” (as applicable) in Article 44 of the GDPR, and related expressions shall be construed accordingly;

“**UK**” means the United Kingdom of Great Britain and Northern Ireland;

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018;

“**UK Restricted Transfer**” means a Restricted Transfer whereby the Disclosing Party is subject to UK Data Protection Laws in respect of such Transferred Personal Data;

- 1.2 Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 Unless otherwise stated, a reference to this Data Processing Addendum shall include its Schedules.
- 1.4 A reference to legislation is a reference to that legislation as amended, revised, replaced, extended or re-enacted from time to time, and includes all subordinate legislation made from time to time under that legislation.
- 1.5 A reference to a provision of the “**GDPR**” in this Data Processing Addendum shall be deemed to include equivalent provisions of the UK GDPR and/or the EU GDPR, as applicable.
- 1.6 If there is a conflict or ambiguity between:
 - 1.6.1 any provisions in the Terms and Conditions and this Data Processing Addendum, the Data Processing Addendum shall prevail;
 - 1.6.2 any provisions in:

- (a) the main body of this Data Processing Addendum; or
- (b) the Supplementary Measures; and
- (c) the applicable SCCs,

the applicable SCCs shall prevail; and

- 1.6.3 the Data Protection Laws and any other laws relating to data protection and/or privacy that are applicable to a party,
- the requirements of the laws that necessitate stricter or additional requirements to protect Personal Data shall apply.

PART A

2. DURATION AND SCOPE

- 2.1 This Data Processing Addendum shall commence on the Effective Date and, subject to clause 5, shall continue for so long as CV Wallet, the Registered Issuer and/or the Registered Employer (as applicable) process Relevant Personal Data.
- 2.2 To the extent that CV Wallet is considered a processor under Data Protection Laws in respect of the processing of Relevant Personal Data (of which the Registered Issuer is a controller or processor), Part A and Part B of this Data Processing Addendum shall apply.
- 2.3 To the extent that the Registered Employer is considered a controller under Data Protection Laws in respect of the processing of Relevant Personal Data, Part A and Part C of this Data Processing Addendum shall apply. It is acknowledged that where the Registered Employer is a controller, CV Wallet is also a controller.

3. COMPLIANCE WITH DATA PROTECTION LAWS

- 3.1 In consideration of the provision of Personal Data by the other party, each party agrees to comply with all applicable requirements of the Data Protection Laws in connection with the processing of such Personal Data. This Data Processing Addendum is in addition to, and does not relieve, remove or replace any other obligation set out in the Data Protection Laws.

4. FAIR AND LAWFUL PROCESSING OF PERSONAL DATA

- 4.1 Each party shall ensure that it has:
- 4.1.1 legitimate grounds under Article 6 of the GDPR (a “**Lawful Basis**”) to process any Personal Data; and
 - 4.1.2 a further condition for processing Personal Data under Article 9 of the GDPR (an “**Article 9 Condition**”), where such processing relates to special categories of Personal Data.
- 4.2 In respect of Relevant Personal Data, each party’s Lawful Basis and (where applicable) Article 9 Condition for processing is set out in the Privacy Policies (as updated from time to time).

5. VARIATION

- 5.1 Except as set out in clause 5.2, no amendment of this Data Processing Addendum shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 5.2 CV Wallet may unilaterally amend this Data Processing Addendum upon written notice to the other parties if:
- 5.2.1 a Competent Authority:
- (a) prescribes any new or replacement standard data protection clauses to any SCCs; and/or
 - (b) otherwise provides guidance including in relation to Supplementary Measures,
- applicable to EEA Restricted Transfers and/or UK Restricted Transfers of Personal Data under this Data Processing Addendum, in which case CV Wallet may amend this Data Processing Addendum as necessary to reflect such new or replacement standard data protection clauses and/or guidance; and/or
- 5.2.2 the anticipated processing of Personal Data under this Data Processing Addendum changes, in which case CV Wallet may amend this Data Processing Addendum as necessary to reflect the changes in the anticipated processing of Personal Data, and any such amendment shall be effective 14 days after CV Wallet provides notice in accordance with clause 6.2.

6. GENERAL

- 6.1 Subject to clause 1.7, the provisions of the Schedules to this Data Processing Addendum shall take precedence over any terms and conditions in this Data Processing Addendum which may be inconsistent with such provisions.
- 6.2 Any notice given to a party under or in connection with this Data Processing Addendum shall be in writing and shall be sent to the email address specified in its applicable Account Set-Up Form (as may be updated from time to time upon written notice to CV Wallet). A notice shall be deemed to have been received when sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 6.3 If any provision or part-provision of this Data Processing Addendum is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Data Processing Addendum.
- 6.4 A person, company or other entity who is not a party to this Data Processing Addendum shall not have any rights to enforce any term of this Data Processing Addendum.

- 6.5 Any provision of this Data Processing Addendum that is by implication intended to survive termination or expiry of this Data Processing Addendum shall continue in full force and effect after such termination or expiry.
- 6.6 This Data Processing Addendum constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.7 This Data Processing Addendum 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.
- 6.8 This Data Processing Addendum 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 the laws of England except solely to the extent that clause 17 of the EU SCCs applies.
- 6.9 Without prejudice to clause 18 of the EU SCCs, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

PART B

7. TERMS APPLICABLE TO REGISTERED ISSUERS

- 7.1 To the extent that CV Wallet is considered a processor under Data Protection Laws in respect of the processing of Relevant Personal Data (of which the Registered Issuer is a controller or a processor), this clause 7 shall apply. The scope, nature, purpose and duration of such processing and the types of Relevant Personal Data and categories of data subjects are set out in Part 1 of Schedule 1, as may be updated from time to time in accordance with this Data Processing Addendum. The parties shall comply with the following terms:
- 7.1.1 the Registered Issuer shall ensure that it (or where the Registered Issuer is a processor, the controller) has all necessary appropriate consents and notices in place to enable lawful transfer of the Relevant Personal Data to CV Wallet (as processor) for the duration and purpose for which the Relevant Personal Data is transferred;
- 7.1.2 CV Wallet shall, in relation to any Relevant Personal Data processed by it as a processor:
- (a) process that Relevant Personal Data only on the written instructions of the Registered Issuer (or where the Registered Issuer is a processor, on the written instructions of the Registered Issuer, subject to the Registered Issuer only acting on the written instructions of the controller), unless CV Wallet is required by applicable laws to process such Relevant Personal Data. Where CV Wallet is relying on such applicable laws as the basis for processing Relevant Personal Data, it shall promptly notify the Registered Issuer of this before performing the processing required by such applicable laws unless those applicable laws prohibit CV Wallet from notifying the Registered Issuer;

- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Relevant Personal Data and against accidental loss or destruction of, or damage to, Relevant Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that CV Wallet and any individuals provided by CV Wallet (if applicable) who have access to and/or process Relevant Personal Data are obliged to keep the personal data confidential;
- (d) not carry out any UK Restricted Transfer or EEA Restricted Transfer of any Relevant Personal Data without the prior written consent of the Registered Issuer. For the purposes of this clause 7.1.2(d), the Registered Issuer gives consent to transfer and process Relevant Personal Data to any supplier appointed pursuant to clause 7.1.3;
- (e) assist the Registered Issuer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Registered Issuer without undue delay (and in any event within 24 hours) of becoming aware of a Personal Data Breach;
- (g) at the written direction of the Registered Issuer (or where the Registered Issuer is a processor, on the written instructions of the Registered Issuer, subject to the Registered Issuer only acting on the written instructions of the controller), delete or return Relevant Personal Data received from the Registered Issuer by CV Wallet in its capacity as processor and copies thereof to the Registered Issuer on termination of the relevant relationship or this Data Processing Addendum, unless CV Wallet is required by applicable laws to store the Relevant Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.1 and allow for audits by the controller or its designated auditors; and
- (i) not collect, sell, retain, use or disclose any Personal Data for any purpose, other than the Agreed Purposes and at all times in accordance with this clause 7.1,

7.1.3 the Registered Issuer consents by way of general authorisation to CV Wallet's use of Sub-processors engaged in the processing of Relevant Personal Data in respect of all Sub-processors used by CV Wallet as at the

Effective Date. CV Wallet shall make a list available to the Registered Issuer upon request. CV Wallet shall give the Registered Issuer not less than 10 business days' written notice of a change in the list of Sub-processors to give the Registered Issuer an opportunity to object to such change. The Registered Issuer must notify CV Wallet in the event that it does not agree to a proposed change within 10 business days of receiving a notification from CV Wallet, specifying its grounds for such objection (acting reasonably). If CV Wallet receives such an objection, then CV Wallet may (at its option):

- (a) cancel its plans to change the affected Sub-processor;
- (b) offer an alternative which is acceptable to the Registered Issuer; or
- (c) take corrective steps to remove the objection identified by the Registered Issuer to the Registered Issuer's reasonable satisfaction, after which CV Wallet may proceed with appointing the relevant sub-processor; and

7.1.4 as between the Registered Issuer and CV Wallet, CV Wallet shall remain fully liable for all acts or omissions of any Sub-processor appointed by it pursuant to clause 7.1.3.

7.2 Subject to clause 1.7, the parties agree that:

7.2.1 where CV Wallet makes an EEA Restricted Transfer of Relevant Personal Data to the Registered Issuer and CV Wallet is the processor and the Registered Issuer is a controller, such Restricted Transfer shall be governed by the EU SCCs (Module Four: Processor-to-Controller); and

7.2.2 where CV Wallet makes a UK Restricted Transfer of Relevant Personal Data to the Registered Issuer, such Restricted Transfer shall be governed by the UK Processor SCCs,

and the Registered Issuer and CV Wallet shall comply in respect of such Restricted Transfer as if the parties had directly and separately entered into, fully executed and signed such an agreement whereby CV Wallet is named therein as the data exporter and the Registered Issuer is named therein as the data importer.

7.3 The parties shall comply with the Supplementary Measures for all Restricted Transfers.

7.4 As reasonably requested any party to this agreement, the parties shall take all other actions required to legitimise Restricted Transfers of Personal Data or to otherwise ensure that such Transfers comply with Chapter V of the GDPR and Data Protection Laws (as applicable).

PART C

8. TERMS APPLICABLE TO REGISTERED EMPLOYERS

8.1 To the extent that the Registered Employer is considered a controller under Data Protection Laws in respect of the processing of Relevant Personal Data, this clause 8 shall apply. It is acknowledged that where the Registered Employer is a controller, CV Wallet is also a controller.

8.2 Without prejudice to the generality of clause 3.1, in relation to the processing of Relevant Personal Data under this clause 8, the Registered Employer shall:

- 8.2.1 ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of the Relevant Personal Data for the duration and purpose for which the Relevant Personal Data is transferred;
 - 8.2.2 process such Personal Data only, and only for so long as is necessary, for the Agreed Purposes (unless required to do otherwise by law), and in accordance with applicable Data Protection Laws;
 - 8.2.3 not share Personal Data with any other party which is irrelevant or excessive with regard to the Agreed Purposes;
 - 8.2.4 implement appropriate technical and organisational measures to protect such data against Personal Data Breaches;
 - 8.2.5 keep reasonable records of processing activities in respect of such Personal Data for which it is responsible;
 - 8.2.6 provide such assistance as is reasonably required by CV Wallet to comply with applicable Data Protection Laws, including in respect of:
 - (a) the handling of any Personal Data Breach in an expeditious manner (including promptly notifying the other party, with reasonable details, if it becomes aware of any suspected, actual or threatened Personal Data Breach); and
 - (b) any exercise of rights of a relevant data subject;
 - 8.2.7 immediately notify CV Wallet if it becomes aware of any change or circumstance which may affect the lawfulness of such processing.
- 8.3 Subject to clause 1.7, the parties agree that:
- 8.3.1 where CV Wallet makes an EEA Restricted Transfer of Relevant Personal Data to a Registered Employer and both parties are acting as controllers, such Restricted Transfer shall be governed by the EU SCCs (Module One: Controller-to-Controller);
 - 8.3.2 where CV Wallet makes a UK Restricted Transfer of Relevant Personal Data to a Registered Employer, such Restricted Transfer shall be governed by the UK SCCs,
- and CV Wallet and the Registered Employer shall comply in respect of such Restricted Transfer as if the parties had directly and separately entered into, fully executed and signed such an agreement whereby CV Wallet is named therein as the data exporter and the Registered Employer is named therein as the data importer.
- 8.4 The parties shall comply with the Supplementary Measures for all Restricted Transfers.
- 8.5 As reasonably requested any party to this agreement, the parties shall take all other actions required to legitimise Restricted Transfers of Personal Data or to otherwise ensure that such Transfers comply with Chapter V of the GDPR and Data Protection Laws (as applicable).
- 8.6 The Registered Employer shall indemnify CV Wallet against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and

legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Laws by the Registered Employer, its employees or agents.

SCHEDULE 1 – RELEVANT PERSONAL DATA

1. REGISTERED ISSUERS – CV WALLET AS A DATA PROCESSOR

Subject matter of processing:	The provision of the Application by CV Wallet to Registered Issuers
Duration of processing:	As set out in clause 2.1 of the Data Processing Addendum Personal data relating to individual data subjects will be retained for 6 months, unless applicable Data Protection Laws require a longer retention period.
Nature of processing:	Collecting, recording, storing, retrieving, adapting, altering, sharing and otherwise processing Relevant Personal Data
Purpose of processing:	The provision of the Application by CV Wallet to Registered Issuers
Categories of Personal Data:	<ul style="list-style-type: none"> • Name • email address • contact details • student ID • details of Verifiable Credential(s)
Categories of Data Subjects:	<ul style="list-style-type: none"> • Students • Registered Users
Authorised Sub-contractors:	<ul style="list-style-type: none"> • AWS • Trinsic Wallet • Yoti • Visual studio app centre

2. REGISTERED EMPLOYERS – CV WALLET AS A DATA CONTROLLER

Subject matter of processing:	The provision of the Application by CV Wallet to Registered Employers
Duration of processing:	As set out in clause 2.1 of the Data Processing Addendum
Nature of processing:	Collecting, recording, storing, retrieving, adapting, altering, sharing and otherwise processing Relevant Personal Data
Purpose of processing:	The provision of the Application by CV Wallet to Registered Employers
Categories of Personal Data:	<ul style="list-style-type: none"> • Name • email address • contact details • details of Verifiable Credential(s) • education and employment history
Categories of Data Subjects:	<ul style="list-style-type: none"> • Registered Users

SCHEDULE 2 - EU SCCs (MODULE FOUR: PROCESSOR-TO-CONTROLLER)

STANDARD CONTRACTUAL CLAUSES – PROCESSOR TO CONTROLLER

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (1) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person, public authority, agency or other body (hereinafter 'entity') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.1 (b) and Clause 8.3(b);
 - (iii) [Not used];
 - (iv) [Not used];
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these

Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Not used

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

Instructions

The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.

The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.

The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.

After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

Security of processing

The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data (2), the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.

The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Documentation and compliance

The Parties shall be able to demonstrate compliance with these Clauses.

The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 9

[Not used]

Clause 10

Data subject rights

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

Redress

The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

Clause 12
Liability

Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13
[Not used]

**SECTION III – LOCAL LAWS AND OBLIGATIONS
IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

Clause 14
[Not used]

Clause 15
[Not used]

SECTION IV – FINAL PROVISIONS

Clause 16
Non-compliance with the Clauses and termination

The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which

the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

The Parties agree that this shall be the law of England & Wales.

Clause 17
Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights.

Clause 18
Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of England & Wales.

APPENDIX -MODULE 4

ANNEX I

A. LIST OF PARTIES

Data exporter:

[1]	Name: C Squared Ventures Limited Address: 7 Bell Yard, Bell Yard, London, England, WC2A 2JR Contact person's name, position and contact details: [Richard Collins], [Director], hello@cvwallet.com Activities relevant to the data transferred under these Clauses: The following list and other details set out, in brief, what the data exporter is and its activities relevant to the transfer. The data exporter's business or organisation type is: IT, digital, technology and telecoms. Signature and date: Role (controller/processor): Processor
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Data importer:

[1]	Name: As per the applicable Account Set-Up Form Address: As per the applicable Account Set-Up Form Contact person's name, position and contact details: As per the applicable Account Set-Up Form Activities relevant to the data transferred under these Clauses: The following list and other details set out, in brief, what the data importer is and its activities relevant to the transfer. The data importer's business or organisation type is: Education and childcare. Signature and date: Role (controller/processor): Controller
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B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- As set out in Part 1 of Schedule 1

Categories of personal data transferred

- As set out in Part 1 of Schedule 1

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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

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

- As set out in Part 1 of Schedule 1

Nature of the processing

- As set out in Part 1 of Schedule 1

Purpose(s) of the data transfer and further processing

- As set out in Part 1 of Schedule 1

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

- Personal data will be retained in accordance with the data importer's retention policies..

C. **COMPETENT SUPERVISORY AUTHORITY**

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

- N/A

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

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses
VERSION B1.0, in force 21 March 2022

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

Part 1: Tables

Table 1: Parties

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: C Squared Ventures Limited Trading name (if different): CV Wallet Main address (if a company registered address): 7 Bell Yard, Bell Yard, London, England, WC2A 2JR Official registration number (if any) (company number or similar identifier): 13993935	Full legal name: As per the applicable Account Set-Up Form Main address (if a company registered address): As per the applicable Account Set-Up Form Official registration number (if any) (company number or similar identifier): As per the applicable Account Set-Up Form
Key Contact	Full Name: [Richard Collins] Job Title: [Director] Contact details including email: hello@cvwallet.com	Full Name: As per the applicable Account Set-Up Form Job Title: As per the applicable Account Set-Up Form Contact details including email: As per the applicable Account Set-Up Form
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p>The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: Effective Date of the Terms and Conditions</p> <p>Reference (if any): As per EU SCCs (Module Four: Processor-to-Controller) of the Data Processing Addendum</p>
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties
Annex 1B: Description of Transfer
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data
Annex III: List of Sub processors (Modules 2 and 3 only)

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	<p>Which Parties may end this Addendum as set out in Section 19:</p> <p>Exporter</p>
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Part 2: Mandatory Clauses

Entering into this Addendum

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

Interpretation of this Addendum

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

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
- together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

- c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
- 13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
- 14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
- 15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:
 - "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:
 - "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:
 - "it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
 - "the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;
 - h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
 - i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
 - j. Clause 13(a) and Part C of Annex I are not used;
 - k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
 - l. In Clause 16(e), subsection (i) is replaced with:
 - "the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply";
 - m. Clause 17 is replaced with:
 - "These Clauses are governed by the laws of England and Wales.";
 - n. Clause 18 is replaced with:
 - "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and
 - o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;
- 19. The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.
- 20. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. its direct costs of performing its obligations under the Addendum; and/or
 - b. its risk under the Addendum,
 and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
- 21. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

SCHEDULE 4 - EU SCCs (MODULE ONE: CONTROLLER-TO-CONTROLLER)

STANDARD CONTRACTUAL CLAUSES – CONTROLLER TO CONTROLLER

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person, public authority, agency or other body (hereinafter 'entity') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards,

provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.5 (e) and Clause 8.9(b);
 - (iii) [Not used]
 - (iv) Clause 12(a) and (d);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Not used

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;

- (iii) of the right to obtain a copy of these Clauses;

- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation ⁽²⁾ of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case,

the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union ⁽³⁾ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the

lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Not used

Clause 10

Data subject rights

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. ⁽⁴⁾ The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge:
 - (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to

Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);¹

- (ii) rectify inaccurate or incomplete data concerning the data subject;
- (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
 - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

¹ We assume this should refer to section 11(c)(i) rather than section 12(c)(i)

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data

subject is entitled to bring an action in court against any of these Parties.

- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ⁽⁶⁾;
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the

country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX – MODULE 1

ANNEX I

A. LIST OF PARTIES

Data exporter:

[1]	<p>Name: C Squared Ventures Limited</p> <p>Address: 7 Bell Yard, Bell Yard, London, England, WC2A 2JR</p> <p>Contact person's name, position and contact details: [Richard Collins], [Director], hello@cvwallet.com</p> <p>Activities relevant to the data transferred under these Clauses: The following list and other details set out, in brief, what the data exporter is and its activities relevant to the transfer. The data exporter's business or organisation type is: IT, digital, technology and telecoms.</p> <p>Signature and date:</p> <p>Role (controller/processor): Controller</p>
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Data importer:

[1]	<p>Name: As per the applicable Account Set-Up Form</p> <p>Address: As per the applicable Account Set-Up Form</p> <p>Contact person's name, position and contact details: As per the applicable Account Set-Up Form</p> <p>Activities relevant to the data transferred under these Clauses: The following list and other details set out, in brief, what the data importer is and its activities relevant to the transfer. The data importer's business or organisation type is: Employer from any sector.</p> <p>Signature and date:</p> <p>Role (controller/processor): Controller</p>
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B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- As set out in Part 2 of Schedule 1

Categories of personal data transferred

- As set out in Part 2 of Schedule 1

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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

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

- As set out in Part 2 of Schedule 1

Nature of the processing

- As set out in Part 2 of Schedule 1

Purpose(s) of the data transfer and further processing

- As set out in Part 2 of Schedule 1

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

- Personal data will be retained in accordance with the data importer's retention policies..

C. COMPETENT SUPERVISORY AUTHORITY

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

- Ireland

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Where a Restricted Transfer is made, the following additional provisions shall apply in respect of such Restricted Transfer:

- The parties shall ensure that, any transfer involving Relevant Personal Data to the other party under this Agreement has been encrypted to the following standard (or higher): AES-256 for data at rest and TLS 1.2 for data in motion.
- If the data importer receives any request or order by a government department or other public authority for disclosure of Relevant Personal Data (or any encryption key which may decrypt Relevant Personal Data), it shall promptly notify the data exporter. If the data importer is unable to notify the data exporter before complying with any such order, the data importer shall, in any event, comply with its obligations set out in Clause 16(a) of the UK SCCs; or Clause 16(a) of the EU SCCs, and inform the data exporter (without giving specific details) that it is no longer able to comply with all of the guarantees provided for under the applicable UK SCCs or EU SCCs, so that the transfer of data can be suspended.
- The data importer has, to date, not received any requests from any public authorities or law enforcement agencies in relation to the Relevant Personal Data.
- The data importer shall implement (to the extent not already in place) the following organisational measures:
 - the adoption of internal policies with clear allocation of responsibilities for data transfers, reporting channels and standard operating procedures for cases of covert or official requests from public authorities to access the data;
 - specific training procedures for personnel in charge of managing requests for access to personal data from public authorities. Such training will take into account the legislation and regulations to which the data importer is subject;

- the adoption of strict and granular data access and confidentiality policies and best practices, based on a strict need-to-know principle, monitored with regular audits and enforced through disciplinary measures;
- the adoption of best practices to appropriately and timely involve and provide access to information to the legal and internal auditing teams on matters related to international transfers of personal data transfers, who shall be consulted on the necessity of the transfer and the additional safeguards, if any;
- the adoption of strict data security and data privacy policies, based on international standards and industry best practices; and
- the regular review of internal policies to assess the suitability of the implemented supplementary measures and identify and implement additional or alternative solutions when necessary, to ensure that an equivalent level of protection to that guaranteed within the UK and EEA of the personal data transferred is maintained.

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

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses
VERSION B1.0, in force 21 March 2022

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

Part 1: Tables

Table 1: Parties

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: C Squared Ventures Limited Trading name (if different): CV Wallet Main address (if a company registered address): 7 Bell Yard, Bell Yard, London, England, WC2A 2JR Official registration number (if any) (company number or similar identifier): 13993935	Full legal name: As per the applicable Account Set-Up Form Main address (if a company registered address): As per the applicable Account Set-Up Form Official registration number (if any) (company number or similar identifier): As per the applicable Account Set-Up Form
Key Contact	Full Name: [Richard Collins] Job Title: [Director] Contact details including email: hello@cvwallet.com	Full Name: As per the applicable Account Set-Up Form Job Title: As per the applicable Account Set-Up Form Contact details including email: As per the applicable Account Set-Up Form
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p>The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: Effective Date of the Terms and Conditions</p> <p>Reference (if any): As per EU SCCs (Module One: Controller-to-Controller) of the Data Processing Addendum</p>
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties
Annex 1B: Description of Transfer
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data
Annex III: List of Sub processors (Modules 2 and 3 only)

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	<p>Which Parties may end this Addendum as set out in Section 19:</p> <p>Exporter</p>
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Part 2: Mandatory Clauses

Entering into this Addendum

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

Interpretation of this Addendum

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

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
- together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

- c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
- 13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
- 14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
- 15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:
 - "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:
 - "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:
 - "it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
 - "the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer,"
 - f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;
 - h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
 - i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
 - j. Clause 13(a) and Part C of Annex I are not used;
 - k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
 - l. In Clause 16(e), subsection (i) is replaced with:
 - "the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply,";
 - m. Clause 17 is replaced with:
 - "These Clauses are governed by the laws of England and Wales.";
 - n. Clause 18 is replaced with:
 - "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and
 - o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;
- 19. The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.
- 20. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. its direct costs of performing its obligations under the Addendum; and/or
 - b. its risk under the Addendum,
 and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
- 21. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

SCHEDULE 6 - SUPPLEMENTARY MEASURES

Where a Restricted Transfer is made, the following additional provisions shall apply in respect of such Restricted Transfer:

- The parties shall ensure that, any transfer involving Relevant Personal Data to the other party under this Agreement has been encrypted to the following standard (or higher): AES-256 for data at rest and TLS 1.2 for data in motion;
- If the data importer receives any request or order by a government department or other public authority for disclosure of Relevant Personal Data (or any encryption key which may decrypt Relevant Personal Data), it shall promptly notify the data exporter. If the data importer is unable to notify the data exporter before complying with any such order, the data importer shall, in any event, comply with its obligations set out in Clause 16(a) of the EU SCCs and/or Clause 16(a) of the UK SCCs, and inform the data exporter (without giving specific details) that it is no longer able to comply with all of the guarantees provided for under the applicable SCCs, so that the transfer of data can be suspended.
- The data importer has, to date, not received any requests from any public authorities or law enforcement agencies in relation to the Relevant Personal Data.
- The data importer shall implement (to the extent not already in place) the following organisational measures:
 - o the adoption of internal policies with clear allocation of responsibilities for data transfers, reporting channels and standard operating procedures for cases of covert or official requests from public authorities to access the data;
 - o specific training procedures for personnel in charge of managing requests for access to personal data from public authorities. Such training will take into account the legislation and regulations to which the data importer is subject;
 - o the adoption of strict and granular data access and confidentiality policies and best practices, based on a strict need-to-know principle, monitored with regular audits and enforced through disciplinary measures;
 - o the adoption of best practices to appropriately and timely involve and provide access to information to the legal and internal auditing teams on matters related to international transfers of personal data transfers, who shall be consulted on the necessity of the transfer and the additional safeguards, if any;
 - o the adoption of strict data security and data privacy policies, based on international standards and industry best practices; and
 - o the regular review of internal policies to assess the suitability of the implemented supplementary measures and identify and implement additional or alternative solutions when necessary, to ensure that an equivalent level of protection to that guaranteed within the UK and EEA of the personal data transferred is maintained.