**Gallagher Restricted Transfer and Special Local Country Provisions**

The following provisions supplement the Parties’ Data Protection Addendum (“**Addendum**”) relating to the Processing and/or transfer of Gallagher Personal Data and may be updated from time to time by Gallagher only as necessary to comply with applicable Data Privacy Laws.

1. **Definitions**

In addition to the defined terms in the Addendum, the following definitions shall apply to the Restricted Transfer Provisions and Special Local Country Provisions:

|  |  |
| --- | --- |
| **“EU Restricted Transfer”** | means a Restricted Transfer of Gallagher Personal Data by Gallagher to the Vendor (or any onward transfer by the Vendor), in each case, where such transfer would be prohibited by EU Data Privacy Laws in the absence of the protection for the transferred Personal Data provided by the EU Standard Contractual Clauses. |
| **“EU Standard Contractual Clauses”** | means the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time by a competent authority under applicable Data Privacy Laws. |
| **“EU Standard Controller to Processor Clauses”** | means Module 2 of the EU Standard Contractual Clauses. |
| **“UK Addendum”** | means the EU Standard Contractual Clauses as amended by the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner. |
| **“UK Restricted Transfer”** | means a Restricted Transfer of Gallagher Personal Data by Gallagher to the Vendor, in each case, where such transfer would be prohibited by UK Data Privacy Laws in the absence of the protection for the transferred Personal Data provided by the UK Addendum. |

**B. Restricted Transfer Provisions**

## 1. In respect of any EU Restricted Transfer, Gallagher ("**data exporter**") and Vendor ("**data importer**") with effect from the commencement of any EU Restricted Transfer, hereby enter into the EU Standard Controller to Processor Clauses, which are incorporated herein by reference and shall be deemed to be amended as follows:

1.1 Clause 7 – Docking clause of the EU Standard Contractual Clauses shall not apply;

1.2 Clause 9(a) – Use of Sub-Processors of the EU Standard Contractual Clauses, “Option 1” shall apply and the “time period” shall be sixty (60) days;

1.3 Clause 11(a) – Redress of the EU Standard Contractual Clauses, the optional language shall not apply;

1.4 Clause 13(a) – Supervision of EU Standard Contractual Clauses, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the Gallagher Personal Data transfer, shall act as the competent supervisory authority;

1.5 Clause 17 – Governing law of the EU Standard Contractual Clauses, “Option 1” shall apply and the “Member State” shall be Ireland;

1.6 Clause 18 – For the choice of forum and jurisdiction of the EU Standard Contractual Clauses, the Member State shall be Ireland;

1.7 Annex I of the EU Standard Controller to Processor Clauses shall be deemed to be pre-populated with the detail set out in Annex 1 below;

1.8 Annex II of the EU Standard Controller to Processor Clauses shall be deemed to be pre-populated with the technical and organisational measures set out in Exhibit 3 of the Addendum; and

1.9 Annex III of the EU Standard Controller to Processor Clauses shall be deemed to be pre-populated with the list of pre-approved Sub-Processors set out in Exhibit 2 of the Addendum.

2. In respect of any UK Restricted Transfer, Gallagher ("**data exporter**") and Vendor (as **"data importer"**), with effect from the commencement of any UK Restricted Transfer, hereby enter into the UK Addendum, which is incorporated herein by reference and shall be deemed completed as follows:

2.1 Table 1 shall be populated with the details of the Parties as set out in Annex 1 below;

2.2 Table 2 shall be completed as follows:

2.2.1 The second tick box shall be selected,

2.2.2 Module 2 shall be indicated as being in operation as Gallagher Personal Data is transferred by Gallagher as a Controller to the Vendor as Processor;

2.2.3 The remainder of Table 2 shall be populated with the relevant options set out at clauses 1.1 to 1.3 above;

2.2 Table 3 shall be populated with the information set out in Exhibits 2 and 3 of the Addendum and Annex 1 below; and

2.3 Table 4 shall be completed as "exporter".

3. In respect of any Restricted Transfer which is neither an EU Restricted Transfer nor a UK Restricted Transfer, Gallagher (as “**data exporter**”) and Vendor (as **"data importer"**), with effect from the commencement of any such Restricted Transfer, hereby enter into the EU Standard Contractual Clauses, which are incorporated herein by reference and which shall be deemed amended as is necessary to comply with applicable Data Privacy Laws and as set out in Clause 1 above, provided and only to the extent that such choices and amends are permitted under applicable Data Privacy Laws.

## 4. At any time, if applicable Data Privacy Law, a Regulator or a court with competent jurisdiction over a Party mandates that international transfers must be subject to specific additional safeguards (including, without limitation, specific technical and organisational measures), Vendor shall implement such safeguards and ensure that any transfer of Gallagher Personal Data is conducted with the benefit of such additional safeguards.

5. If and to the extent that any term contained in the Addendum governing the Processing of Gallagher Personal Data conflicts with any term contained in the EU Standard Controller to Processor Clauses or the UK Addendum, the applicable term in the EU Standard Controller to Processor Clauses or the UK Addendum shall prevail.

**Annex 1 to the Restricted Transfer Provisions**

**Description of Transfer**

**Part 1: List of Parties**

**Annex A1 of the EU Standard Contractual Clauses will be populated with the details of the Parties set out in the Agreement.**

**Data exporter(s):**

**Name: GALLAGHER**

* 1. Address: see address in the Agreement
	2. Contact person’s name, position and contact details: see Contacts section of the Addendum
	3. Activities relevant to the Personal Data transferred under these Clauses: as necessary to provide the services as set out in the Agreement
	4. Signature and date: see signature page of the Addendum
	5. Role (Controller/Processor): Controller

**Data importer(s):**

**Name: Vendor**

* 1. Address: see address in the Agreement
	2. Contact person’s name, position and contact details: see Contacts section of the Addendum
	3. Activities relevant to the Personal Data transferred under these Clauses: as necessary to provide the services as set out in the Agreement
	4. Signature and date: see signature page of the Addendum
	5. Role (Controller/Processor): Processor
	6. **Description of Transfer**

*Categories of Data Subjects whose Personal Data is transferred (all categories may include prospective, active and lapsed individuals):* See Exhibit 2 of the Addendum.

*Categories of Personal Data transferred:* See Exhibit 2 of the Addendum.

*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:* See Exhibits 2 and 3 of the Addendum.

*The frequency of the transfer (e.g. whether the Personal Data is transferred on a one-off or continuous basis):* See Exhibit 2 of the Addendum.

*Nature of the Processing:* See Exhibit 2 of the Addendum.

*Purpose(s) of the Personal Data transfer and further Processing:* The Gallagher Personal Data shall be processed by the data importer for the purposes of providing the services under the Agreement between the data exporter and data importer.

*The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:* For the duration required pursuant to or contemplated by the Agreement.

*For transfers to (Sub-) Processors, also specify subject matter, nature and duration of the Processing:* To achieve the purposes of Processing set out above.

* 1. **Competent Supervisory Authority/ies**

*Identify the competent supervisory authority:* As set out in Clause 1.4 of the Restricted Transfer Provisions.

**C. Special Local Country Provisions**

The following terms and conditions shall only apply to the extent that Gallagher Personal Data is Processed in or transferred from any jurisdiction identified herein.

**PART A: Terms and Conditions of the Processing of Personal Data Subject to Argentina Data Protection Law**

1. Definitions

For the purposes of this Addendum (being this Part A), the following terms shall apply:

**"Authority"** or **"Control Authority"** means the National Directorate of Protection of Personal Data of the Argentine Republic;

**"Data Exporter"** means the controller transferring the Personal Data;

**"Data Importer"** or **"Processor"** means the service provider under the terms of Article 25 of Law No. 25,326 located outside the Argentine jurisdiction that receives Personal Data from the Data Exporter for processing in accordance with the terms hereof;

**"Data Protection Legislation"** means Law No. 25,326 and regulatory regulations.

**"Personal Data"** and **"Data Subject"** have the same meaning as that established in Law No. 25,326, on the Protection of Personal Data in Argentina.

1. **Characteristics, purpose of the transfer and specific terms**
2. The details and other specific terms of the planned transfer and service, such as characteristics of the Personal Data transferred, how the parties agree to meet the requests of the Data Subject or the Control Authority, planned transfers to third parties and the jurisdiction in which the data will be located are specified in the attached Annex A. The parties may sign additional annexes in the future in order to incorporate details and characteristics of those transfers that are made later and that are framed in this Addendum.
3. **Liability and third-party beneficiaries**
	1. The owners of the data may require the Data Importer, as third party beneficiaries, to comply with the provisions of the Data Protection Legislation related to the processing of their Personal Data, in particular regarding the rights of access, rectification, deletion and other rights contained in Chapter III, Articles 13 to 20 of Law No. 25,326, in accordance with the obligations and responsibilities assumed by the parties to this Addendum; to this end, they submit to Argentine jurisdiction, both in judicial and administrative seats. In cases where non-compliance by the Data Importer is alleged, the Data Subject may require the Data Exporter to take appropriate action to cease such non-compliance.
	2. The Data Importer accepts that the Control Authority exercises its powers with respect to the processing of data that it assumes in its charge, with the limits and powers granted by the Data Protection Legislation, accepting its powers of control and sanction, granting it for such purposes, as far as is pertinent, the character of third-party beneficiary.
	3. In the event that the Data Importer revokes or does not comply despite a request by the Data Exporter granting a peremptory period of five (5) business days, with the rights and powers recognized to third party beneficiaries in this clause, such fact will be grounds for automatic termination of this Addendum.
	4. Data Subjects may require the Data Importer to comply with obligations assumed by the Data Exporter in this Addendum relating to the processing of data, where the Data Exporter has in fact disappeared or ceased to exist legally, unless any successor entity has assumed all of the Data Exporter's legal obligations under Addendum or by operation of law, in which case the Data Subjects may demand that the successor entity comply with the Data Exporter’s obligations.
	5. The Data Subjects may require the Sub-Processor of data to comply with this clause and the fulfillment of obligations assumed in this Addendum by the Data Exporter and the Data Importer, relating to the processing of data that are specific to the Data Exporter, when both have disappeared de facto or have ceased to exist legally, unless any successor entity has assumed all of the legal obligations of any of them under Addendum or by operation of law, in which case the Data Subjects may demand that the successor entity comply with the Data Exporter’s obligations. The civil liability of the Sub-Processor shall be limited to its own data processing operations as agreed between the parties and these clauses.
	6. The parties do not object to the Data Subjects being represented by an association or other entities provided for by Argentine law.
4. **Obligations of the Data Exporter**

The Data Exporter agrees and warrants the following:

* 1. The collection, processing and transfer of Personal Data have been carried out and will be carried out in accordance with the Data Protection Legislation.
	2. It has made reasonable efforts to determine whether the Data Importer is able to comply with the obligations agreed in this Addendum. To this end, the Data Exporter may request the Data Importer to take out liability insurance for any damage caused by the treatment of the Personal Data, as specified in Annex A.
	3. During the provision of the services of processing of Personal Data, the Data Exporter will give the necessary instructions so that the processing of the Personal Data transferred is carried out exclusively on its behalf and in accordance with the Data Protection Legislation and this Addendum.
	4. It will deliver to the Data Importer a copy of the Data Protection Legislation in force in Argentina applicable to the data processing provided.
	5. It guarantees that it has complied in informing the holders of the data that their Personal Data could be transferred to a third country with lower levels of data protection than those of the Argentine Republic.
	6. It guarantees that in case of sub-treatment, the activity will be carried out by a Sub-Processor who must have the prior express agreement of the Data Exporter and who will provide at least the same level of protection of Personal Data and rights of the holders of the data as those agreed here with the Data Importer, concluding an agreement for such purposes, and who shall also be under the instructions of the Data Exporter.
	7. In case of exercise by the Data Subject–as a third party beneficiary–of their rights of access, rectification, deletion and other rights contained in Chapter III, articles 13 to 20 of Law No. 25,326, it will respond to the Data Subject within ten (10) calendar days if it refers to a request for access and five (5) business days if it refers to a request for rectification, deletion or updating, and providing the means for this purpose, either by the data in its possession or by having been agreed as an obligation at its expense, which is indicated in Annex A. It will respond within the deadlines provided by the Data Protection Legislation to the queries of the Data Subjects and the Authority regarding the processing of Personal Data by the Data Importer, unless the parties have agreed that the Data Importer will respond to these inquiries. Even in this case, it will be the Data Exporter who must respond, as far as reasonably possible and on the basis of the information reasonably available to it, if the Data Importer is unable or does not respond.
	8. It will make available to the Data Subjects, in their capacity as third party beneficiaries within the meaning of Clause 3, and at their request, a copy of the clauses that relate to the processing of their Personal Data, rights and guarantees, as well as a copy of the clauses of other agreements necessary for the sub-treatment services of the data that must be carried out in accordance with this Addendum.
1. **Obligations of the Data Importer**

The Data Importer agrees and warrants the following:

* 1. It will process the Personal Data transferred only on behalf of the Data Exporter, in accordance with its instructions and this Addendum. If it is unable to comply with these requirements for whatever reason, it shall inform the Data Exporter without delay, in which case the latter shall be entitled to suspend the transfer of the data or terminate the Agreement.
	2. It will provide the necessary and effective security and confidentiality measures (a) to prevent the adulteration, loss, consultation or unauthorized processing of the Personal Data, and (b) that allow detecting deviations, intentional or not, whether the risks come from human action or the technical means used, and that are verified as not lower than those provided for by current regulations in such a way as to ensure the level of security appropriate to the risks posed by the processing and to the nature of the Personal Data to be protected.
	3. It will have procedures that guarantee that all access to the transferred data will be carried out by authorized personnel with established access levels and passwords, who will comply with the duty of confidentiality and security of the same and sign agreements for such purposes.
	4. It has verified that local legislation does not prevent compliance with the obligations, guarantees and principles provided for in this Addendum relating to the processing of Personal Data and their holders, and will inform the Data Exporter immediately if it becomes aware of the existence of any such provision, in which case the Data Exporter may suspend the transfer.
	5. It will process the Personal Data following the express instructions given by the Data Exporter in accordance with the purposes and manner described in Annex A.
	6. It will communicate to the Data Exporter a contact point within its organization authorized to respond to inquiries relating to the processing of Personal Data and cooperate in good faith with the Data Exporter, the Data Subject and the Authority in respect of such inquiries within the time limits of law. Where the Data Exporter has ceased to exist legally, or if the parties have so agreed, the Data Importer shall assume the tasks relating to its compliance in accordance with Clause 3.4.
	7. It will make available, at the request of the Data Exporter or Authority, its data processing facilities, its files and all documentation necessary for the processing, for the purposes of review, audit or certification. These tasks shall be carried out, upon reasonable notice and during normal working hours, by an impartial and independent inspector or auditor appointed by the Data Exporter or the Authority, in order to determine whether the guarantees and commitments provided for in this Addendum are fulfilled.
	8. It will process Personal Data in accordance with the Data Protection Legislation on the protection of Personal Data.
	9. It will notify the Data Exporter without delay of:

(i) any legally binding request to transfer Personal Data submitted by a law enforcement authority unless prohibited by applicable law (to the extent that they do not exceed what is necessary in a democratic society along the lines of point 5.10(ii)below);

(ii) any accidental or unauthorized access; and

(iii) any unanswered request received directly from the Data Subjects, unless authorized.

* 1. It will not transfer Personal Data to third parties except that:

(i) such transfer is specifically authorized in Annex A of this Addendum or the transfer is necessary for compliance with the Addendum, verifying in both cases that the recipient is obliged in the same terms as the Data Importer and always with the knowledge and prior agreement of the Data Exporter, or

(ii) the transfer is required by law or competent authority, to the extent that it does not exceed what is necessary in a democratic society, for example, where it constitutes a measure necessary for the safeguarding of State security, defense, public security, prevention, investigation, detection and prosecution of criminal or administrative offences or the protection of the Data Subject or the rights and freedoms of other persons.

* 1. Upon receipt of the request indicated above at point 5.10(ii), the Data Importer must immediately:

(i) verify that the requesting authority offers adequate guarantees of compliance with the principles of Article 4 of Law No. 25,326, and the rights of the owners of the data for access, rectification, deletion and other rights contained in Chapter III, Articles 13 to 20 of Law No. 25,326, except in the following cases and conditions (in accordance with Article 17 of Law No. 25,326):

* + 1. provided for by law or by decision based on the protection of the defense of the Nation, public order and security, or the protection of the rights and interests of third parties;
		2. by means of a well-founded decision notified to the person concerned, when such request could hinder ongoing judicial or administrative proceedings in connection with the investigation regarding the performance of obligations subject to State control and relating to public order, such as: those relating to tax, social security, the development of health and environmental control functions, the investigation of criminal offences and the verification of administrative offences; without prejudice to this, access to the Personal Data must be provided in the event the affected party needs to exercise his right of defense; and

(ii) in the event that the authority does not grant or offer the guarantees indicated in point (a) immediately above, Argentine law will prevail, and the Data Importer shall suspend the treatment of the Personal Data in that country by returning the Personal Data to the Data Exporter according to the instructions given by the Data Exporter and the Data Exporter shall notify the Control Authority.

* 1. It will respond to requests received from the Data Subject as a third party beneficiary, or from the Data Exporter, on the occasion of the exercise of the rights of access, rectification, deletion and other rights contained in Chapter III, articles 13 to 20 of Law No. 25,326, respecting the deadlines of law and providing the means for this purpose. It will respond within the deadlines provided for by the Data Protection Legislation to inquiries from Data Subjects and the authority regarding the processing of Personal Data by the Data Importer, without prejudice to the fact that the parties have otherwise agreed to respond to these queries in Annex A, following the instructions of the supervisory authority.
	2. It will destroy, certifying such fact, and / or return to the Data Exporter the Personal Data subject to the transfer, when for any reason this Addendum is terminated.
	3. In the event of sub-processing of the data, it has previously informed the Data Exporter and obtained its prior written consent.
	4. The processing services for the possible Sub-Processor will be carried out in accordance with Clause 10.
	5. It will send without delay to the Data Exporter a copy of the agreement which it enters into with the Sub-Processor under this Addendum and in which the Data Exporter is to be granted the status of third party beneficiary in order to give such instructions as it deems necessary and powers to terminate it.
	6. It will keep a record of compliance with the obligations assumed in this clause, the report of which shall be available at the request of the Data Exporter or the Authority.
1. **Liability**
	1. The parties agree that the Data Subjects who have suffered damages as a result of the breach of the obligations agreed in this Addendum by any party or Sub-Processor, will be entitled to receive compensation from the Data Exporter to repair the damage suffered.
	2. In the event that the Data Exporter has de facto disappeared, ceased to exist legally or is insolvent and therefore the Data Subject is unable to bring against the Data Exporter the claim for compensation referred to in section 6.1 for non-compliance by the Data Importer or its Sub-Processor with its obligations under Clauses 5 and 10, the Data Importer agrees that the Data Subject may sue the Data Importer at the Data Exporter's place, unless any successor entity has assumed all of the Data Exporter's legal obligations under agreement or by operation of law, in which case the Data Subjects may demand their rights from that successor entity. The Data Importer may not rely on a Sub-Processor's failure to fulfil its obligations in order to evade its own responsibilities.
	3. Where the Data Subject is unable to bring the claim referred to in paragraphs 6.1 and 6.2 against the Data Exporter or Data Importer for failure of the Sub-Processor to comply with its obligations under Clause 3 or Clause 10 (because both the Data Exporter and the Data Importer have disappeared de facto, ceased to exist legally or are insolvent), the Sub-Processor agrees that the Data Subject may sue the Sub-Processor in respect of its own data processing operations under the clauses in the Data Exporter's or Data Importer's place, unless any successor entity has assumed all of the legal obligations of the Data Exporter or Data Importer under agreement or by operation of law, in which case the Data Subjects may demand their rights from that successor entity. The responsibility of the Sub-Processor shall be limited to its own data processing operations in accordance with these clauses.
2. **Applicable law and jurisdiction**

This Addendum will be governed by the law of the Argentine Republic, in particular Law No. 25,326, its regulatory rules and provisions of the National Directorate for the Protection of Personal Data, and any controversies regarding the protection of Personal Data shall be heard by the legal or administrative courts of the Argentine Republic.

1. **Resolution of disputes with Data Subjects**
	1. The Data Importer agrees that if the Data Subject invokes against it the rights of a third-party beneficiary or claims damages under the clauses, it shall accept the Data Subject's decision to:

(i) submit the dispute to mediation by an independent person;

(ii) file a complaint with the National Directorate for the Protection of Personal Data; and

(iii) submit the dispute to the competent Argentine courts.

* 1. The parties agree that the Data Subject's choices shall not impede the Data Subject’s substantive or procedural rights to obtain redress in accordance with other provisions of national or international law.
1. **Cooperation with the Authority**
	1. The parties agree that the Control Authority is empowered to audit the Data Importer, or any Sub-Processor, to the same extent and under the conditions as it would in respect of the Data Exporter under the Data Protection Legislation, including making its data processing facilities available. The audit tasks may be carried out both by staff of the Control Authority and by suitable third parties designated by it for that act or by local authorities with similar powers in cooperation with the Authority.
	2. The Data Importer shall inform the Data Exporter without delay if existing legislation applicable to it or any Sub-Processor does not allow the Data Importer or Sub-Processors to be audited.
2. **Sub-treatment of Personal Data**
	1. The Data Importer shall not subcontract any of its processing operations carried out on behalf of the Data Exporter under the clauses without the prior written consent of the Data Exporter. If the Data Importer subcontracts its obligations, it must be done by means of a written agreement in which the Sub-Processor assumes the same obligations as the Data Importer, as far as is compatible, either vis-à-vis the Data Exporter as the Data Subject and the Authority, as third-party beneficiaries. In cases where the Sub-Processor is unable to fulfil its data protection obligations under that written agreement, the Data Importer shall remain fully liable to the Data Exporter for compliance with the Sub-Processor's obligations under that agreement.
	2. The prior written agreement between the Data Importer and the Sub-Processor shall also contain a third-party beneficiary clause covering cases where the Data Subject is unable to bring the claim for compensation referred to in Clause 6.1 against the Data Exporter or Data Importer because the Data Subject has de facto disappeared, ceased to exist legally or be insolvent, and no successor entity has assumed all of the legal obligations of the Data Exporter or Data Importer under agreement or by operation of law. Such civil liability of the Sub-Processor shall be limited to its own data processing operations under "subcontracted" tasks.
	3. The provisions on aspects of data protection in case of "subcontracting" of processing operations will be governed by Argentine legislation. This requirement can be satisfied by an agreement between Data Importer and Sub-Processor in which the latter is a co-signatory of this Addendum.
	4. The Data Exporter shall keep the list of sub-treatment agreements entered into by the Data Importer, which shall be updated at least once a year. The list shall be made available to the Control Authority.
3. **Termination of the Agreement**
	1. In the event that the Data Importer fails to comply with its obligations under these clauses, the Data Exporter must temporarily suspend the transfer of Personal Data to the Data Importer until the breach is remedied within a peremptory period set by the gravity of the incident, notifying the Control Authority of this fact.
	2. The Agreement shall be deemed to have been terminated, and shall be declared by the Data Exporter after the intervention of the Control Authority, if:

(i) the transfer of Personal Data to the Data Importer has been temporarily suspended by the Data Exporter for a period of time exceeding thirty (30) calendar days in accordance with the provisions of clause 11.1;

(ii) compliance by the Data Importer with this Addendum and applicable law are contrary to laws or regulations in the country of importation;

(iii) the Data Importer substantially or persistently fails to comply with any guarantee or undertaking provided for in these clauses;

(iv) a final decision is issued, against which no appeal can be lodged by an Argentine court or by the National Directorate for the Protection of Personal Data, establishing that the Data Importer or Data Exporter has breached the Agreement; or

(v) the Data Exporter, without prejudice to the exercise of any other right that may assist it against the Data Importer, may terminate these clauses where: the judicial administration or liquidation of the Data Importer has been requested and such request has not been rejected within the period provided for that purpose in accordance with the applicable law, a liquidation order is issued or its bankruptcy is decreed, an administrator of any of its assets is appointed, the Data Importer has applied for a declaration of bankruptcy, or is in a similar situation before any jurisdiction.

In the cases referred to in points (i), (ii) or (iv), the Data Importer may also proceed to the resolution without the need for intervention by the Control Authority.

* 1. The parties agree that the termination of this Addendum for any reason will not exempt them from compliance with the obligations and conditions relating to the processing of the Personal Data transferred.
1. **Obligations once the provision of Personal Data processing services has ended**
2. The parties agree that, once the provision of the Personal Data processing services has been completed, for whatever reason, the Data Importer and the Sub-Processor shall, at the discretion of the Data Exporter, either return all the Personal Data transferred and their copies, or destroy them completely and certify this circumstance to the Data Exporter, unless the legislation applicable to the Data Importer prevents the Data Importer from returning or destroying all or part of the Personal Data transferred, verifying that this retention period is not contrary to the applicable principles of protection of Personal Data, and if so, the Control Authority will be notified.

**ANNEX** **A - TO PART A**

**DESCRIPTION OF THE TRANSFER AND SERVICES ENVISAGED**

Exporter: The data exporter is (briefly specify its activities corresponding to the transfer): Gallagher, Argentina

Importer: The data importer is (briefly specify their activities corresponding to the transfer): the Vendor

Data Subjects: The Personal Data transferred relate to the categories of Data Subjects set out in Exhibit 2 to the Addendum.

Data characteristics: The Personal Data transferred refers to the categories of data set out in Exhibit 2 to the Addendum.

Intended treatments and purpose: The Personal Data transferred will be subject to the treatments and purposes set out in the Addendum.

**PART B: Terms and Conditions of the Processing of Personal Data Subject to DIFC Data Protection Law**

The following provisions shall amend, replace and supplement the corresponding provisions in the definitions section of this Addendum and the EU Standard Controller to Processor Clauses.

1. **Definitions**
2. The following definitions shall supplement or replace (as applicable) the definitions section of this Addendum for the purposes of this Part B only.
3. **“DIFC”** means the Dubai International Financial Centre, established pursuant to United Arab Emirates Federal Law No. 8 of 2004 on Financial Free Zones and Dubai Law No. 9 of 2004 establishing the Dubai International Financial Centre;
4. **“DIFC Data Protection Commissioner”** means the person appointed by the DIFC president pursuant to article 43(1) of the DIFC Data Protection Law to administer the DIFC Data Protection Law;
5. **“DIFC Data Protection Law”** means DIFC Law No. 5 of 2020 establishing the DIFC Data Protection Law;
6. **“DIFC Restricted Transfer”** means a transfer of Gallagher Personal Data by Gallagher to the Vendor (or any onward transfer by the Vendor), in each case, where such transfer would be prohibited by the DIFC Data Protection Law in the absence of the protection for the transferred Personal Data provided by the DIFC Standard Contractual Clauses; and
7. **“DIFC Standard Contractual Clauses”** means the standard contractual clauses published by the DIFC Data Protection Commissioner to apply to DIFC Restricted Transfers, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws.
8. **International Transfers**
9. In respect of any DIFC Restricted Transfer, Gallagher (**“data exporter”**) and Vendor (as **“data importer”**) with effect from any DIFC Restricted Transfer, hereby enter into the DIFC Standard Data Protection Contractual Clauses which are deemed completed as follows:
	1. Appendix 1 shall be populated with the details of the relevant Parties and details of transfer at Annex 1 to the Restricted Transfer Provisions;
	2. Appendix 2 shall be populated with details at Exhibit 3; and
	3. Appendix 3 shall be populated with details at Exhibit 2.
10. **Audit**
11. Clause 9.2 shall be deleted in its entirety and replaced with:

Vendor shall allow and provide reasonable assistance in relation to any audits, (including, without limitation, inspections, conducted by Gallagher, an auditor mandated by Gallagher or the Commissioner (as defined in the DIFC Data Protection Law)) of its Processing of Gallagher Personal Data, its access to Gallagher IT Systems and its compliance with this Addendum.

**PART C: Terms and Conditions of the Processing of Personal Data Subject to Guernsey Data Protection Law**

**Bailiwick of Guernsey Addendum to the European Commission Standard Contractual Clauses (The “Clauses”)**

**1. DATE OF THIS ADDENDUM**

This Addendum is effective as of the Effective Date.

**2. PURPOSE OF THIS ADDENDUM**

The Data Protection Authority in the Bailiwick of Guernsey considers that this Addendum (together with the Clauses) provides appropriate safeguards for the purposes of transfers of Personal Data to a third country or an international organisation in reliance on Section 56(2)(c) of The Data Protection (Bailiwick of Guernsey) Law, 2017 (“**the Law**") and, with respect to data transfers from controllers to controllers, controllers to processors, processors to controllers and/or processors to processors.

**3. INTERPRETATION OF THIS ADDENDUM**

3.1 Where this Addendum uses terms that are defined in the Annex those terms shall have the same meaning as in the Annex. In addition, the following terms have the following meanings:

“**Addendum**” means this Addendum to the Clauses;

“**Annex**” means the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021;

“**Data Protection Law**” means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in Guernsey, including the Law and the European Communities (Implementation of Privacy Directive) (Guernsey) Ordinance 2004 (each as amended); and

“**Courts of the Bailiwick of Guernsey**” means as defined in section 81 of the Law that encompasses ‘the Royal Court’, ‘the Court of Alderney’ and ‘the Court of the Seneschal’

 3.2 This Addendum shall be read and interpreted in the light of the provisions of the Data Protection Law, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Section 56 of the Law.

3.3 This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in the Data Protection Law.

3.4 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.

**4. HIERARCHY**

4.1 In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to Data Subjects shall prevail.

**5. INCORPORATION OF THE CLAUSES**

5.1 This Addendum incorporates the Clauses which are deemed to be amended to the extent necessary so they operate:

5.1.1for transfers made by the data exporter to the data importer, to the extent that the Data Protection Law applies to the data exporter’s processing when making that transfer; and

5.1.2 to provide appropriate safeguards for the transfers in accordance with Section 56 of the Law.

5.2 The amendments required by Section 5.1 above, include (without limitation):

5.2.1 References to the “Clauses” means this Addendum as it incorporates the Clauses;

5.2.2 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 the Data Protection Law applies to the data exporter’s processing when making that transfer.”

5.2.3 References to “Regulation (EU) 2016/679” or “that Regulation” are replaced by the “Data Protection Law” and references to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent provisions of the Law. In particular:

(a) The references in Clause 2(a) of the Clauses to Article 46(1) and 46(2) of Regulation (EU) 2016/679 shall be deemed to refer to Sections 56(1) and 56(2) of the Law.

(b) The reference in Clause 2(a) of the Clauses to Article 28(7) of Regulation (EU) 2016/679 shall be deemed to refer to Section 56(2) (c) of the Law; and

(c) The reference in Clause 13 of the Clauses to Article 23(1) of Regulation (EU) 2016/679 shall continue to refer to that provision of Regulation (EU) 2016/679.

5.2.4 References to Regulation (EU) 2018/1725 are removed save as set out above.

5.2.5 References to the “Union”, “EU” and “EU Member State” are all replaced with “the Bailiwick of Guernsey.”

5.2.6 Clause 13(a) and Part C of Annex I are not used; the “competent supervisory authority” is the Data Protection Authority in the Bailiwick of Guernsey;

5.2.7 Clause 17 is replaced to state “These Clauses are governed by the law of the Island of Guernsey”.

5.2.8 Clause 18 is replaced to state:

“Any dispute arising from these Clauses shall be resolved by the courts of the Bailiwick of Guernsey. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Bailiwick of Guernsey. The Parties agree to submit themselves to the jurisdiction of such courts.”

5.2.9 The footnotes to the Clauses do not form part of the Addendum.

**6. DATA SUBJECT RIGHTS**

The Parties to this Addendum intend that any Data Subject whose Personal Data shall be transferred under the Clauses may act to enforce the terms of the Clauses and this Addendum directly against the Parties to the extent set out in the Clauses and such Data Subject shall be entitled to any remedy in respect of any such right as if they were a direct party to the Clauses. By signing this Addendum, each Party undertakes to each such Data Subject to comply with the terms of the Clauses which give direct rights to Data Subjects.

**7. AMENDMENTS TO THIS ADDENDUM**

The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Section 56 of the Law for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 5 above.

**8. EXECUTING THIS ADDENDUM**

The Parties agree to be bound by the terms and conditions set out in this Addendum.

**PART D: Terms and Conditions of the Processing of Personal Data Subject to Jersey Data Protection Law**

**Standard Data Protection Clauses issued by the Jersey Data Protection Authority pursuant to Art.67 (2) (c) of the Data Protection (Jersey) Law 2018**

Bailiwick of Jersey Addendum to the EU Standard Contractual Clauses

**1. PURPOSE OF THIS ADDENDUM**

The Jersey Data Protection Authority considers that this Addendum provides appropriate safeguards for the purposes of transfers of Personal Data to a third country or an international organization in reliance on Art.67 (2) (c) of Data Protection (Jersey) Law 2018 (“**DPJL 2018**”) and with respect to data transfers from controllers to controllers, controllers to processors, processors to controllers, and/or processors to processors, when it is entered into as a legally binding contract.

**2. PARTIES**

START DATE: Effective Date

THE PARTIES: EXPORTER (WHO SENDS THE PERSONAL DATA); IMPORTER (WHO RECEIVES THE PERSONAL DATA)

Name of Exporter: See Annex 1 to the Restricted Transfer Provisions

Address of Exporter: See Annex 1 to the Restricted Transfer Provisions

Name of Importer: See Annex 1 to Restricted Transfer Provisions

Address of Exporter: See Annex 1 to Restricted Transfer Provisions

KEY CONTACT:

Name: See Annex 1 to the Restricted Transfer Provisions

Contact details (including email): GlobalPrivacyOffice@ajg.com

SIGNATURES: See signature page of the Addendum

Date: Effective Date

**3. INTERPRETATION**

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

“**ADDENDUM**” means this Addendum to the Approved EU SCCs;

“**APPROPRIATE SAFEGUARDS**” means the standard of protection over the Personal Data and Data Subjects’ rights, which is required by the DPJL 2018 when making a transfer relying on standard data protection clauses under Art.67(2)(c) of the DPJL 2018;

“**APPROVED EU SCCS**” means the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council; and

“**DATA PROTECTION LAW**” means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in Jersey.

3.2 This Addendum must always be interpreted in a manner that is consistent with the DPJL 2018 and so that it fulfils the Parties’ obligation to provide Appropriate Safeguards.

3.3 If there is any inconsistency or conflict between the DPJL 2018 and this Addendum, the terms of the DPJL 2018 apply.

3.4 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.

**4. HIERARCHY**

4.1 Notwithstanding the fact that Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the Parties, the Parties to this Addendum agree that for transfers falling within scope of Art.67(2)(c) of the DPJL 2018, the hierarchy set out in 4.2 below will prevail.

4.2 In the event of a conflict or inconsistency between this Addendum and the provisions of the Approved EU SCCs or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions of this Addendum override the Approved EU SCCs or other related agreements except where (and in so far as) the inconsistent or conflict terms of the Approved EU SCCs provide the greater protection to Data Subjects, in which case those terms will override the Addendum.

**5. INCORPORATION OF AND CHANGES TO THE EU SCCs**

5.1 This Addendum incorporates the Approved EU SCCs which are deemed to be amended to the extent necessary so they operate:

5.1.1 for transfers made by the data exporter to the data importer, to the extent that the DPJL 2018 applies to the data exporter’s processing when making that transfer; and

5.1.2 to provide appropriate safeguards for the transfers in accordance with Art.66 of the DPJL 2018.

 5.2 The amendments required by Section 5.1 above, include (without limitation):

5.2.1 References to the “Clauses” means this Addendum as it incorporates the Approved EU SCCs;

5.2.2 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 the DPJL 2018 applies to the data exporter’s processing when making that transfer.”;

5.2.3 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 replaced by the “DPJL 2018”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent provisions of the DPJL 2018;

5.2.4 References to Regulation (EU) 2018/1725 are removed;

5.2.5 References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with “the Bailiwick of Jersey”;

5.2.6 The reference in Clause 10(a) to “one month” is replaced with “four (4) weeks”;

5.2.7 Clause 13(a) and Part C of Annex I are not used;

5.2.8 The “competent supervisory authority” and “supervisory authority” are both replaced with the “Data Protection Authority”;

5.2.9 Clause 16(e), subsection (i) is replaced with:

“Regulations are made pursuant to Article 66(3)(b) of the DPJL 2018 that make further provision about international transfers of data”.

5.2.10 Clause 17 is replaced with:

“These Clauses are governed by the law of Jersey”.

5.2.11 Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of the Bailiwick of Jersey. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Bailiwick of Jersey. The Parties agree to submit themselves to the jurisdiction of such courts.”

5.2.12 The footnotes to the Clauses do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

5.2.13 The reference in footnote 10 to “two more months” is replaced with “eight (8) further weeks”.

**6. DATA SUBJECT RIGHTS**

The Parties to this Addendum intend that any Data Subject whose Personal Data is transferred under the Clauses may act to enforce the terms of the Clauses and this Addendum directly against the Parties to the extent set out in the Clauses and such Data Subject shall be entitled to any remedy in respect of any such right as if they were a direct party to the Clauses. By signing this Addendum, each Party undertakes to each such Data Subject to comply with the terms of the Clauses which give direct rights to Data Subjects.

**7. AMENDMENTS TO THIS ADDENDUM**

The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Article 66 of the DPJL 2018 for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 5 above.

**8. EXECUTING THIS ADDENDUM**

The Parties agree to be bound by the terms and conditions set out in this Addendum.

**PART E: Terms and Conditions of the Processing of Personal Data Subject to Philippine Data Protection Law**

The Vendor shall process Gallagher Personal Data only upon the documented instructions of Gallagher, including transfers of such Personal Data, unless such transfer is authorized by the applicable Data Protection Legislation.

*Geographic location of the processing*. As indicated in Exhibit 2 of the Addendum, if applicable.

**PART F: Terms and Conditions of the Processing of Personal Data Subject to Singapore Data Protection Law**

The EU Standard Contractual Clauses, adapted and supplemented as described in this Addendum, will apply to a transfer of Gallagher Personal Data processed under this Addendum from Singapore to any country or recipient outside of Singapore. For these purposes, the following provisions shall amend, replace and supplement the corresponding provisions in the definitions section of this Addendum and the EU Standard Controller to Processor Clauses.

**1. Definitions**

1. The following definitions shall supplement or replace (as applicable) the definitions section of this Addendum for the purposes of this Part F only.
2. "**data intermediary**", "**individual**" and "**organization**" shall have the same meaning as under the Singapore Personal Data Protection Act (2012) ("**PDPA**");
3. "**data exporter**" means the organization who transfers the Personal Data;
4. "**data importer**" means any data intermediary who agrees to receive from the data exporter Personal Data intended for processing on its behalf after the transfer in accordance with its instructions and these clauses;
5. "**PDPA**" means the Personal Data Protection Act 2012 of Singapore, as may be amended from time to time;
6. "**regulatory or supervisory authority**" means the Personal Data Protection Commission (PDPC) or such other regulatory authority as may be designated by the Singapore Government under the PDPA from time to time for the enforcement and administration of the PDPA;
7. "**sensitive** **data**" is a type of Personal Data and all references to sensitive data with respect to Personal Data transferred under these terms and conditions should be regarded as having the same meaning as Personal Data under the PDPA;
8. "**the** **sub**-**processor**" means any data intermediary engaged by the data importer or by any other data intermediary of the data importer who agrees to receive from the data importer or from any other data -intermediary of the data importer Personal Data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, these terms and conditions and the terms of the written subcontract.
9. **Obligations of the Data Importer**
10. Clause 8 and Clause 10 of the EU Standard Controller to Processor Clauses shall be deleted and replaced with the following:
	1. **Compliance with PDPA**

The data importer shall comply with all its obligations under the PDPA at its own cost.

* 1. **Process, Use and Disclosure**

The data importer shall only process, use or disclose the Personal Data:

* + 1. strictly for the purposes agreed between the Parties or as may be otherwise set out in the Addendum;
		2. with the data exporter's prior written consent; or
		3. when required by law or an order of court, but shall notify the data exporter as soon as practicable before complying with such law or order of court at its own cost.
	1. **Transfer of Personal Data outside Singapore**

The data importer shall transfer the Personal Data to a place outside Singapore with the data exporter's prior written consent subject to and conditional upon the data importer complying with these terms and conditions, and the data importer hereby confirms that the Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. If the data importer transfers Personal Data to any third party overseas, the data importer shall enter into an agreement with such third party on substantially the same terms as these terms and conditions.

* 1. **Security Measures**
		1. The data importer shall protect the Personal Data in the data importer's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information and communications technology measures) to prevent (a) unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Personal Data, or other similar risks; and (b) the loss of any storage medium or device on which Personal Data is stored. For the purposes of these terms and conditions, "reasonable security arrangements" include arrangements set out in the Restricted Transfer Provisions to the Addendum.
		2. If required by the data exporter, the data importer shall only permit such authorized personnel as have been agreed with the data exporter in writing to access the Personal Data on a need to know basis.
	2. **Access to Personal Data**

The data importer shall provide the data exporter with access to the Personal Data that the data importer has in its possession or control, as soon as practicable upon the data exporter's written request. In addition, data importer will provide information about the ways the Personal Data has been or may have been used or disclosed by the data importer in the past twelve (12) months, on the request of the data exporter.

* 1. **Accuracy and Correction of Personal Data**

Where the data exporter provides the Personal Data to the data importer, the data exporter shall make reasonable effort to ensure that the Personal Data is accurate and complete before providing the same to the data importer. The data importer shall put in place adequate measures to ensure that the Personal Data in its possession or control remain or is otherwise accurate and complete. In any case, the data importer shall take steps to correct any errors in the Personal Data, as soon as practicable upon the data exporter's written request.

* 1. **Retention of Personal Data**
		1. The data importer shall not retain the Personal Data (or any documents or records containing the Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes agreed between the Parties.
		2. The data importer shall, upon the request of the data exporter:
			1. return to the data exporter, all Personal Data; or
			2. delete all Personal Data in its possession or under its control,

and, after returning or deleting all of the Personal Data, provide the data exporter with written confirmation that it no longer possesses any of the Personal Data. Where applicable, the data importer shall also instruct all third Parties to whom it has disclosed the Personal Data for the purposes agreed between the Parties to return to the data importer or delete, such Personal Data.

* 1. **Others**
		1. The data importer will collect, process, use and/or disclose the Personal Data in accordance with the data protection obligations set out under the PDPA and will not make any onward transfer of the Personal Data in violation of the PDPA.
		2. The data importer has the legal authority to give the warranties and fulfil the undertakings set out in these terms and conditions.
		3. The data importer has no reason to believe that the legislation applicable to it prevents it from fulfilling its obligations under these terms and conditions and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided herein, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and the Parties shall work together in good faith to agree any steps which have to be taken to allow the data importer to continue to provide such compliance.
		4. The data importer shall cause its officers, employees, volunteers, agents and sub-processors:
			1. who have an access level which would enable them to obtain access to any transferred Personal Data, or
			2. to whom the data importer otherwise discloses the Personal Data,

to be aware of, and undertake to observe, the obligations referred to in this clause.

* + 1. The data importer shall support the data exporter in any request to discharge their obligations under the PDPA, in a timely manner, that may include (without limitation) providing access to, changing, editing or amending, and/or ceasing to use or retain, any Personal Data belonging to an individual at the request of the data exporter.
		2. The data importer agrees and warrants that:
			1. it has in place reasonable procedures designed to ensure that (1) any third party it authorizes to have access to the Personal Data, including sub-processors, will respect and maintain the confidentiality and secrecy of the Personal Data, and (2) any person acting under the authority of the data importer, including a sub-processor, shall be obligated to process the Personal Data only on instructions from the data importer. This provision does not apply to persons authorized or required by law or regulation to have access to the Personal Data;
			2. upon reasonable request of the data exporter or the regulatory or supervisory authority within the country of the data exporter, it will submit its data processing facilities for audit of the processing activities covered by these terms and conditions by the data exporter or the regulatory or supervisory authority within the country of the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion; and
			3. it shall deal with promptly and properly all reasonable inquiries from the data exporter relating to the fulfilment of its obligations hereunder and the data importer shall abide by the reasonable instructions or advice (if any) of the data importer or any supervisory authority in this regard.
		3. The data importer shall at all times have in place accessible documents which clearly specify its policies and practices in relation to Personal Data, and shall identify to the data exporter its data protection officer authorized to respond to enquiries concerning the processing, using and/or disclosing Personal Data.
		4. The data importer shall ensure that all such measures and standards in relation to Personal Data are regularly updated to reflect any new or generally accepted data protection standards.
1. **Indemnity**
2. Clause 12 of EU Standard Controller to Processor Clauses shall be deleted and replaced with the following:
3. The data importer shall indemnify the data exporter and its officers, employees and agents, against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on a full indemnity basis), in respect of:
	1. the data importer's breach of Clause 8 of EU Standard Controller to Processor Clauses (as amended by these terms and conditions); or
	2. any act, omission or negligence of the data importer or its subcontractor that causes or results in the data exporter being in breach of any of Singapore data protection laws.
4. **Law applicable to the clauses**
5. These clauses shall be governed by the law of Singapore.
6. Clauses 3, 13 to 15, 16(e), 17, and 18 of the EU Standard Controller to Processor Clauses shall be deleted. Clause 16(e) shall be replaced with the following:

(e) The Parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the Personal Data transferred.

**PART G: Terms and Conditions of the Processing of Personal Data Subject to Swiss Data Protection Law**

The following provisions shall amend, replace and supplement the corresponding provisions in the definitions section of this Addendum and the EU Standard Controller to Processor Clauses.

**1. Definitions**

1. The following definitions shall supplement or replace (as applicable) the definitions section of this Addendum for the purposes of Part G only.
2. **"FADP"** means the Swiss Federal Act on Data Protection, as revised.

**2. International Transfers**

1. For Restricted Transfers of Gallagher Personal Data that are subject to the FADP, the EU Standard Controller to Processor Clauses as set forth in Restricted Transfers Provisions to the Addendum shall apply, but with the following changes to the extent required by the FADP:

2.1 References to the GDPR in the EU Standard Controller to Processor Clauses are to be understood as references to the FADP insofar as the data transfers are subject to the FADP;

* 1. The term “member state” in the EU Standard Controller to Processor Clauses shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU Standard Controller to Processor Clauses. Accordingly, Data Subjects with their place of habitual residence in Switzerland may also bring legal proceedings before the competent courts in Switzerland;
	2. Under Annex I(C) of the EU Standard Controller to Processor Clauses (Competent supervisory authority):
		1. Where the Restricted Transfer is subject exclusively to the FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner;
		2. Where the Restricted Transfer is subject to both the FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the FADP, and the supervisory authority is as set forth in Restricted Transfers Provisions in the Addendum insofar as the transfer is governed by the GDPR.