

BPA Member Data Processing Agreement

This Data Processing Agreement (“**DPA**”) is between **BPA** (“**BPA**”) and (*insert name*) “**COMPANY**” in connection with the services provided by BPA to COMPANY.

1. **Definitions.** All capitalized terms used in this DPA will have the meanings given to them below:

"Agreement" means the underlying commercial agreement between the BPA and COMPANY for the provision of the Services.

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, COMPANY Data transmitted, stored or otherwise processed by BPA or a subcontractor.

"Data Subject" has the meaning given to it in EU Data Protection Law.

"Directive" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

"EEA" means the European Economic Area.

"EU Data Protection Law" means the Directive or the Regulation depending on which is applicable at the relevant time.

"Personal Data" has the meaning given to it in EU Data Protection Law.

"COMPANY" means (insert name) having media brands in membership in BPA Worldwide.

"COMPANY Data" means the personal data of (i) customers, exhibitors and visitors of COMPANY, (ii) employees or contractors of COMPANY, and (iii) third parties with whom COMPANY has, or may potentially develop, a commercial relationship (such as advertisers, commercial partners and BPA).

"Processing" has the meaning given to it in EU Data Protection Law and "Process", "Processes" and "Processed" will be interpreted accordingly.

"Regulation" means 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, and repealing Directive 95/46/EC (General Data Protection Regulation), and any other directive, regulation or law implementing or amending the earlier, which would be bearing upon COMPANY or BPA.

"Services" means the processing by BPA to provide verification of data claims and representations made by COMPANY in BPA reports as prescribed in BPA Bylaws and Rules.

"Standard Contractual Clauses" means Annex 2 attached to and forming part of this DPA pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to processors established in third countries.

2. **Scope.** This DPA applies when COMPANY Data is processed by BPA. This DPA applies irrespective of whether any Agreement has been formally executed. COMPANY and BPA acknowledge the matters set out in Annex 1 to this DPA.
3. **Purpose and Instructions.** In its capacity as "Data Processor" under EU Data Protection Law, BPA will not access, use or otherwise process COMPANY Data, except as necessary to provide the Services to COMPANY, acting as the "Data Controller". BPA will only follow written and documented instructions received from COMPANY, with respect to COMPANY Data, including this DPA and the Agreement (each, an "**Instruction**"), unless, in BPA's opinion such instructions (i) are legally prohibited, (ii) require material changes to BPA's performance of the Services, (iii) result, in BPA's reasonable opinion, in a likely violation of EU Data Protection Law and/or (iv) are inconsistent with the terms of the Agreement or BPA's documentation relating to the Services. In any such case, BPA shall immediately inform COMPANY of its inability to follow the Instructions.

COMPANY shall, in its own use of the Services and including the Instructions, process COMPANY Data in accordance with the requirements of EU Data Protection Law. COMPANY shall have sole responsibility for the accuracy, quality, and legality of COMPANY Data provided to BPA within the framework of the Services. COMPANY shall be solely responsible for the means by which it acquired COMPANY Data, including the legality of providing and making available COMPANY Data to BPA (including, without limitation and as the case may be, obtaining consent as and when required). COMPANY shall indemnify BPA and hold BPA harmless in case of any breach of this subsection.

4. **BPA personnel.** BPA will restrict access to COMPANY Data to BPA personnel who need to access the COMPANY's Data to provide the Services to COMPANY. BPA will ensure that any BPA personnel who process COMPANY Data: (i) are bound by appropriate contractual confidentiality, data protection, and data security obligations, which are at least as restrictive as this DPA; and (ii) will only process COMPANY Data on COMPANY's instructions, unless required to do so by law.
5. **Point of Contact.** BPA will provide COMPANY with a point of contact at BPA in respect of the activities covered by this DPA.

6. **Security.** BPA will implement and maintain the appropriate technical and organisational measures to protect COMPANY Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing, as described in Annex 2 Appendix 2 herein. COMPANY agrees that BPA may modify the measures taken in Annex 2 Appendix 2 in protecting COMPANY Data so long as it does not diminish the level of data protection.

7. **Disclosure.** To the extent permissible by law, BPA will not disclose COMPANY Data to any government, authority or other third party without COMPANY's prior written consent. To the extent permissible by law, BPA will immediately notify COMPANY if BPA receives a request to disclose COMPANY Data. Where possible, the notice will (a) attach a copy of the request, and (b) if not covered by (a), specify (i) the identity of the requester, (ii) the scope and purposes of the request and (iii) the date of the request and any deadline for a response.

8. **Transfers.** The Standard Contractual Clauses will apply to COMPANY Data that is accessed by BPA from or transferred, either directly or via onward transfer, to BPA outside the EEA.

9. **Assistance.** BPA will provide any cooperation or assistance reasonably requested by COMPANY in connection with steps that COMPANY takes to comply with EU Data Protection Law insofar as they relate to the Services. This includes assistance provided where COMPANY is:
 - a. responding to requests from individuals or authorities: BPA will, to the extent legally permitted, promptly notify COMPANY if (i) BPA receives a request from a Data Subject to provide access to, correct, amend or delete that Data Subject's COMPANY Data, (ii) a Data Subject opposes the processing of her or his COMPANY Data and/or (iii) the Data Subject wishes to exercise her or his right to portability or to be forgotten under EU Data Protection Law. BPA will not respond to such Data Subject's request without COMPANY's prior written approval, except in order to confirm that such request is properly directed to COMPANY. To the extent COMPANY, in its use of the Services, does not have the ability to directly and personally access, correct, amend, block or delete COMPANY Data, as required by EU Data Protection Law, BPA shall comply with any commercially reasonable request by COMPANY to facilitate such actions to the extent BPA is legally permitted to do so, and provided such request is exercised in accordance with EU Data Protection Law. To the extent legally permitted, COMPANY shall be responsible for any costs arising from BPA's provision of such assistance.

- b. notifying data breaches to affected individuals or authorities;
- c. carrying out data protection impact assessments and prior consultations with the authorities. BPA shall notify: Upon COMPANY's request, BPA will provide COMPANY with reasonable cooperation and assistance needed to fulfil COMPANY's obligation under EU Data Protection Law to carry out a data protection impact assessment related to COMPANY's use of the Services or consultation with the authorities, to the extent COMPANY does not otherwise have access to the relevant information, and to the extent such information is available to BPA.

10. **Information and Audit.** Upon COMPANY's request and in accordance with BPA's Bylaws and Rules, BPA will make available to COMPANY information necessary to demonstrate its compliance with the obligations laid down in this DPA including any system audit undertaken by BPA to ensure its compliance with the EU Data Protection Law.

Where the mandatory EU Data Protection Law provides COMPANY with a direct audit right, BPA will allow for and operationally collaborate with audits, including inspections, conducted by COMPANY or another auditor mandated by COMPANY, provided such an auditor is not a competitor of the BPA and has duly executed a non-disclosure agreement with BPA. In case of such audit, COMPANY may contact BPA to request an on-site audit with at least sixty (60) days prior notice, which shall be limited to the audit of the architecture, systems and procedures relevant to the protection of COMPANY Data at BPA's locations where COMPANY Data is stored. Before the commencement of any such on-site audit, COMPANY and BPA shall mutually agree upon the scope, timing, and duration of the audit, none of which shall adversely impact BPA's business activities. COMPANY shall promptly notify BPA of any non-compliance discovered during the course of an audit. COMPANY shall bear the costs of all such audits, as well as of any follow-up requested by COMPANY to BPA, and should it become necessary for BPA to participate, COMPANY shall be responsible for and shall pay to BPA all costs and expenses in connection with such audits and follow-up, including but not limited to the cost of BPA's auditors' and other staff time charged at a rate established by BPA's Board of Directors, postage, reproduction, supplies, and reasonable attorneys' fees.

11. **Deletion/Return.** COMPANY shall notify BPA at least 30 (thirty) days before the end of the Agreement for any reason of its intent to have the COMPANY Data returned to COMPANY or deleted. In the earlier, BPA shall return the COMPANY Data in a commonly used format within 30 (thirty) days of the effective end of the Agreement for any reason. In any case and provided that COMPANY has not expressly requested the return of the COMPANY Data, the BPA shall delete COMPANY Data including all the copies thereof within 30 (thirty) days from the effective end of the Agreement for any reason. The parties agree that BPA may retain one

copy of the COMPANY Data s necessary to comply with any of BPA's legal, regulatory, judicial, audit or internal compliance requirements.

12. **Data Breaches.** BPA will, to the extent permitted by law, notify COMPANY of any Data Breach without undue delay upon becoming aware of it. BPA will include in the notice (a) to the extent possible at the time of the notice (i) the nature of the Data Breach (including the categories and number of individuals concerned and the categories and number of records involved), (ii) the likely consequences of the Data Breach and (iii) any steps BPA has taken or proposes to take to address and/or mitigate the Data Breach, and (b) a point of contact at BPA who COMPANY can contact about the Data Breach. Descriptions in the notice will be detailed enough to allow COMPANY to understand the impact of the Data Breach. If it is not possible for BPA to provide any of the information required by this Section at the time of the notice, BPA will provide such information to COMPANY as soon as possible thereafter. BPA will take all reasonable steps to mitigate the effects and to minimize any damage resulting from the Data Breach to the extent the remediation is within BPA's reasonable control. BPA will promptly comply with any instructions provided by, and cooperate with, COMPANY in relation to the Data Breach. The obligations herein shall not apply to incidents that are caused by COMPANY.

13. **Records.** BPA will maintain a written log of all processing of COMPANY Data performed on COMPANY's behalf. The written log shall include at least the following information:

- a. The name and contact details of any Sub-Processors, and where applicable, of their data protection officers;
- b. the categories of recipients to whom the COMPANY Data have been or will be disclosed;
- c. to the extent that COMPANY Data is transferred to a third party outside the EEA, a list of such transfers (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers;
- d. a general description of the technical and organisational security measures referred to in this DPA. BPA will provide COMPANY a copy of such log upon COMPANY's request.

14. **Subcontractors.** COMPANY acknowledges and agrees that BPA may retain Affiliates of BPA or third party providers as Sub-Processors in connection with the performance of the Services. The current Sub-Processors are listed in Annex 3. BPA is responsible for any breaches of this DPA caused by Sub-Processors retained by Supplied. BPA shall execute the

appropriate written agreements with Sub-Processors in accordance with the provisions of this DPA and the Instructions. COMPANY hereby generally authorizes BPA to engage additional Sub-Processors for the provision of the Services, provided BPA notifies COMPANY in advance in writing, including by email, of any changes to the list of Sub-Processors before they are being engaged (except for replacement of an existing Sub-Processor in urgent cases or a deletion of an existing Sub-Processors without replacement). COMPANY may object to BPA's use of a Sub-Processor by notifying BPA in writing within five (5) business days following the receipt of BPA's notice to COMPANY of a change in Sub-Processor, on the basis that the contemplated Sub-Processor would create an objective and legitimate concern with regard to the security, integrity, confidentiality and/or availability of the COMPANY Data along with COMPANY's express intent to exercise its rights under Article 12 above ("Reasonable Objection"). If COMPANY does not object within five (5) days of receipt of the notice, COMPANY is deemed to have accepted the new Sub-Processor. If COMPANY does object to the use of the Sub-Processor within this timeframe, the parties will come together in good faith to discuss a resolution. If COMPANY and BPA are unable to resolve COMPANY's objection in that good-faith discussion within ten (10) days from COMPANY's Reasonable Objection, BPA may choose to: (i) not use the Sub-Processor or (ii) take corrective steps requested by COMPANY in its Reasonable Objection and proceed to use the new Sub-Processor. If none of these options are reasonably possible and COMPANY continues to maintain a Reasonable Objection to the engagement of the new Sub-Processor, then either party may terminate the Agreement on fifteen days' written notice to the other party. If COMPANY's Reasonable Objection remains unresolved fifteen (15) days after it was first raised, and BPA has not received any notice of termination from COMPANY, COMPANY is deemed to have accepted BPA's engagement of the new Sub-Processor.

15. **Conflict.** If there is a conflict between this DPA and the Agreement, this DPA will govern.

16. **Survival.** This DPA shall survive the termination or expiry of the Agreement to the extent that BPA continues to process COMPANY Data on behalf of COMPANY.

17. **Assignment.** BPA may not assign or transfer this DPA without the other party's prior written consent, except upon written notice of a change of control. Any other attempts to assign or transfer are void.

18. **Notices.** All notices must be in writing and addressed to the attention of the other party's primary contact. Notice will be deemed given upon receipt if verifiable by trusted logs or receipts (electronic or otherwise) to the last provided contact information. Each party is responsible for keeping the other informed of changes to its contact information.

19. **Waiver.** Failure to enforce any provision of this DPA will not constitute a waiver.

20. **Severability.** If any provision of this DPA is found unenforceable, the balance of this DPA will remain in full force and effect.

21. **Entire Agreement.** This DPA is the entire agreement on the topic of data processing and supersedes all prior agreements on data processing.

22. **Governing Law.** The construction, validity and performance of this DPA and all non-contractual obligations arising from or connected with this DPA shall be governed by New York law and the parties hereby submit irrevocably to the exclusive jurisdiction of the New York courts to resolve any dispute between them.

COMPANY

BPA

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

Annex 1

Subject-matter nature and purpose of the Processing

Processing by BPA is to provide verification of data claims and representations made by COMPANY in BPA reports as prescribed in BPA Bylaws and Rules.

Duration of Processing and retention period

The Processing shall not exceed the duration of COMPANY's BPA membership, and the data will be retained for the time required to expire any applicable statutes of limitations.

Type of Personal Data

Types of personal data may include,

- contact details (names, postal addresses, email address and telephone numbers);
- individuals details (date of birth, gender, type of business, job title);
- transaction details (voice recording for quality control, type of transactions and subscription);
- banking transaction details;
- technical information (IP address, device ID, browser ID, username, password, social network credentials);
- any other demographic data reported by data exporter in previous Supplier reports.

Special categories of Personal Data (if relevant)

The transfer of special categories of personal data is not anticipated.

Categories of Data Subjects

Data subjects include, (i) customers, exhibitors and visitors of COMPANY, (ii) employees or contractors of COMPANY, and (iii) third parties with whom COMPANY has, or may potentially develop, a commercial relationship (such as advertisers, commercial partners and BPA).

Annex 2
Standard Contractual Clauses (Controller-Processor)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as COMPANY in the DPA
(The "data exporter")

and

The entity identified as "BPA" in the DPA
(the "data importer")

each a "party"; together "the parties",

have agreed on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) '*personal data*', '*special categories of data*', '*process/processing*', '*controller*', '*processor*', '*data subject*' and '*supervisory authority*' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) '*the data exporter*' means the controller who transfers the personal data;
- (c) '*the data importer*' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) '*the sub processor*' means any processor engaged by the data importer or by any other sub processor of the data importer who agrees to receive from the data importer or from any other sub processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub processing, the processing activity is carried out in accordance with Clause 11 by a sub processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract 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 by the Clauses, 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/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub processor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub processor agrees that the data subject may issue a claim against the data sub processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub processor preventing the conduct of an audit of the data importer, or any sub processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter.

Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub processor which imposes the same obligations on the sub processor as are imposed on the data importer under the Clauses. Where the sub processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the sub processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

COMPANY

BPA

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter corresponds to each entity comprising the COMPANY group – COMPANY & its affiliates, defined as any entity that, now or in the future, owns, or is owned by or is under common ownership with COMPANY. For the purposes of this definition, "Ownership" means control of more than a 50% interest of an owned entity or the ability to direct the actions of an owned entity according to the desires of the owned entity.

Data importer

The data importer is BPA.

Data subjects

Data subjects include:

- customers, exhibitors and visitors,
- employees or contractors, and
- third parties with whom COMPANY has, or may potentially develop, a commercial relationship (such as advertisers, commercial partners and suppliers)

Categories of data

The personal data relating to the above-mentioned data subjects including:

- contact details (names, postal addresses, email address and telephone numbers);
- individuals details (date of birth, gender, type of business, job title);
- transaction details (voice recording for quality control, type of transactions and subscription);
- banking transaction details;
- technical information (IP address, device ID, browser ID, username, password, social network credentials);
- any other demographic data reported by data exporter in previous BPA reports.

Processing operations

The personal data transferred will be subject to the following basic processing activities (as applicable):

Processing by BPA to provide verification of data claims and representations made in BPA reports as prescribed in BPA Bylaws and Rules.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the BPA are as follows:

Control Category	Control Type	Control Description
Physical	Third Party Data Center	Physical access control lists manage ingress and egress Security fencing Biometric readers at all main entry points 24x7x365 CCTV recordings
Administrative	Policy	Security Account Password Handling of Personal Information Access Control
Administrative	Standards	Data Retention and Disposal
Technical	Preventative	Malware Scans Firewall Anti-Virus
Technical	Encryption	SSL Data Encryption in Transit Use of strong encryption protocols such as AES
Technical	User Controls	User Authentication Password Complexity Account Lockout

COMPANY

BPA

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

Annex 3

List of Sub-Processors

NONE