
Standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers)

Guidance Note

These clauses form part of the written or electronic agreement between IRESS Portal Limited and the data exporter relating to the supply of IRESS products and/or services (as amended by a data processing addendum/ variation to incorporate certain provisions relating to the processing of personal data) (together, the “Services Agreement”).

These clauses apply where IRESS Portal Limited transfers personal data to members of the IRESS group based outside of the European Union in the course of performing its obligations under the Services Agreement. IRESS Portal Limited is entering into these clauses as agent for and on behalf of the members of its group referred to on page 2.

The information included in Annex A is not intended to be product/ service specific, but covers the range of data subjects, categories of data, special categories of data and processing operations which IRESS Portal Limited may provide pursuant to the Services Agreements it has in place, and which may involve a transfer of personal data to an IRESS group company based outside of the European Union. If the Services Agreement in place between IRESS Portal Limited and the data exporter includes a more restricted list of data subjects, categories of data, special categories of data and/or processing operations then, notwithstanding Annex A of these clauses, IRESS Portal Limited will only transfer personal data to an IRESS group company based outside of the European Union in accordance with that Services Agreement.

If you wish to retain a copy of this document for your records please complete the information in the first box on page 2 and on page 9, and complete the information in the signature box and sign on page 8 and page 11.

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

Name of the data exporting organisation:	
Address:	
Tel:	
E-mail:	
Other information needed to identify the organisation	
(the data exporter)	

Details of the data importing organisation:

Name:	IRESS Portal Limited , acting as agent for and on behalf of each of: IRESS Limited (based in Australia) IRESS Wealth Management Pty Limited (based in South Africa) IRESS Financial Markets Pty Limited (based in South Africa) IRESS South Africa (Australia) Pty Limited (based in South Africa) IRESS Market Technology (Singapore) Pte Limited (based in Singapore)
Address:	1 Kingmaker Court, Warwick Technology Park, Warwick, England CV34 6DY
Tel:	0345 068 1000
E-mail:	compliance@iress.co.uk
(the data importer)	

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 *Annex A*.

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 (1);

(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 its behalf after the transfer in accordance with its 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 its 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.

2. DETAILS OF THE TRANSFER

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

3. THIRD-PARTY BENEFICIARY CLAUSE

(a) The data subject can enforce against the data exporter this *Clause 3, Clause 4(b) to Clause 4(i), Clause 5(a) to Clause 5(e) and Clause 5(g) to Clause 5(j), Clause 6.1 and Clause 6.2, Clause 7, Clause 8.2 and Clause 9 to Clause 12* as third-party beneficiary.

(b) The data subject can enforce against the data importer this *Clause 3.2, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2 and Clause 9 to Clause 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.

- (c) The data subject can enforce against the sub-processor this *Clause 3.3, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2, and Clause 9 to Clause 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.
- (d) 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.

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 *Annex B* 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 *Annex B* 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 subjects as the data importer under the Clauses; and

(j) that it will ensure compliance with *Clause 4(a)* to *Clause 4(i)*.

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 *Annex B* before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under 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 *Annex B* 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](#); and

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. LIABILITY

6.1 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.

6.2 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 its 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.

6.3 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.

7. MEDIATION AND JURISDICTION

7.1 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.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. COOPERATION WITH SUPERVISORY AUTHORITIES

8.1 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.

8.2 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.

8.3 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)*.

9. GOVERNING LAW

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely England and Wales.

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 Clauses.

11. SUB-PROCESSING

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA PROCESSING SERVICES

12.1 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.

12.2 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.

On behalf of the data exporter:

Name (written out in full):

.....

Position:

.....

Address:

.....

Signature

.....

On behalf of the data importer, acting as agent for and on behalf of each of **IRESS Limited** (based in Australia), **IRESS Wealth Management Pty Limited** (based in South Africa), **IRESS Financial Markets Pty Limited** (based in South Africa), **IRESS South Africa (Australia) Pty Limited** (based in South Africa) and **IRESS Market Technology (Singapore) Pte Ltd** (based in Singapore):

Name (written out in full):

..... REBECCA KELLY

Position:

..... GENERAL COUNSEL

Address:

JESSOP HOUSE, JESSOP AVENUE

CHELTENHAM GL50 3SH

Signature



ANNEX A

to the Standard Contractual Clauses

This Annex 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 Annex A.

For the purposes of this Annex:

- a) **Group** means a member of the group of companies of which the party referred to forms part, comprising that party and all other companies from time to time being that party's holding company, subsidiaries of that party, subsidiaries of that party's holding company; "subsidiary" and "holding" bearing the meanings ascribed to them in Section 1159 of the Companies Act 2006;
- b) **Data Privacy Legislation** means the EU General Data Protection Regulation 2016/679 (or equivalent legislation that is adopted in England and Wales) and any implementing legislation, rules or regulations that are issued by applicable supervisory authorities; and any other applicable laws, orders and regulations relating to the processing of personal data and privacy in England and Wales;
- c) **Third Party Service Provider** means a third party who provides data (including financial data), information, software and/or services which are made available through, or which forms part of, the software and/or services that the data importer provides to the data exporter pursuant to the agreement between the data exporter and the data importer.

Data Exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

.....
.....
.....

Data Importer

The data importer is (please specify briefly your activities relevant to the transfer):

A provider of hosted and non-hosted software products, solutions and services, performing data

processing activities as described in the agreement for the provision of software and/or services made between the data exporter and the data importer.

Data subjects

The personal data transferred may concern the following categories of data subjects (please specify):

Staff (including permanent staff, volunteers, agents, temporary and casual workers), sub-contractors, agents, advisers, consultants, referrers or other professional experts, of (a) the data exporter; (b) members of the data exporter's Group; (c) third party suppliers to the data exporter (or members of its Group); (d) other third parties to whom the data exporter may make IRESS software/ services available in accordance with the agreement in place between the data exporter and the data importer.

Clients or potential clients (including, where relevant, their relatives, dependents, guardians and associates) of (a) the data exporter; (b) members of the data exporter's Group; (c) third parties to whom the data exporter may make IRESS software/ services available in accordance with the agreement in place between the data exporter and the data importer.

Categories of data

The personal data transferred may concern the following categories of data (please specify):

- *personal details which may include (without limitation): names, addresses, date of birth, gender, National Insurance number, passport number, tax identification numbers, telephone and mobile numbers and email addresses*
- *family details, for example marital status, number of dependents*
- *lifestyle and social circumstances*
- *goods and services*
- *employment and education details*
- *income and financial details which may include (without limitation): bank account details, investment details, insurance details, documentation of the above and notes of meetings.*
- *photographs*
- *IP addresses*
- *any other personal data which is provided by the data exporter to the data importer in the course of the data exporter's receipt of services by the data importer*

Special categories of data (if appropriate)

The personal data transferred may concern the following special categories of data (please specify):

- *physical or mental health details which may include (without limitation): smoker status and health records*
- *racial or ethnic origin or religious preference*
- *trade union membership*

Processing operations:

The personal data transferred may be subject to the following basic processing activities (please specify):

- *receiving, uploading, downloading, extracting, copying, duplicating, transmitting, organising, referencing, indexing, classifying, compressing, compiling, updating, transferring, transforming, analysing, modelling, changing, maintaining, protecting or securing, preserving, storing, backing-up or archiving, restoring, retrieving and accessing the personal data in the course of the provision of software and/or services to the data exporter*
- *destroying, erasing and/or anonymising personal data;*
- *processing personal data in order to comply with IRESS' obligations under the Data Privacy Legislation, or to assist the data exporter in complying with its obligations, including responding to any requests made by data subjects;*
- *transferring to or receiving the personal data from Third Party Service Providers (where applicable to the services being provided).*

DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER

Name: **IRESS Portal Limited**, acting as agent for and on behalf of each of **IRESS Limited** (based in Australia), **IRESS Wealth Management Pty Limited** (based in South Africa), **IRESS Financial Markets Pty Limited** (based in South Africa), **IRESS South Africa (Australia) Pty Limited** (based in South Africa) and **IRESS Market Technology (Singapore) Pte Ltd** (based in Singapore).

Authorised Signature:

ANNEX B

to the Standard Contractual Clauses

This *Annex B* 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 *Clause 4(d)* and *Clause 5(c)* (or documents/legislation attached):

Please refer to the document entitled '*Procedural and Technical Information Security Controls employed by IRESS*'

