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THIS CLIENT SERVICES AGREEMENT FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU (THE “CLIENT” AS IDENTIFIED ON THE ORDER) AND **PROACTIVE E-BIZ LIMITED (T/A EPRESENCE DIGITAL MARKETING)** A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE REPUBLIC OF IRELAND (REGISTERED WITH COMPANY NUMBER 457397) WHOSE ADDRESS IS AT PENROSE WHARF BUSINESS CENTRE, 14 PENROSE WHARF, CORK, IRELAND (THE “SUPPLIER”). THESE TERMS RELATE TO THE SERVICES PROVIDED BY SUPPLIER TO CLIENT’S REQUIRING SUPPORT WITH THEIR WEB DESIGN AND DIGITAL MARKETING ACTIVITIES. BOTH COMPANIES HEREINAFTER COLLECTIVELY WILL BE REFERRED TO AS “PARTIES”, EACH OF THEM BEING A “PARTY”.

## 1. DEFINITIONS & INTERPRETATION

**Agreement** means this client services agreement, including the Data Processing Agreement and Order.

**Client Content** means: (i) any and all confidential data used or accessed by Supplier to provide the Services; and (ii) all Client materials in any tangible medium of expression, including the information in such materials that the Client provides to Supplier.

**Commencement Date** means the start date of the Services specified in the Order.

**Confidential Information** means information that is proprietary or confidential to the disclosing Party to the extent that a reasonable person would consider such information as confidential.

**Data Processing Agreement** means the data processing agreement attached as an addendum to this Agreement.

**Fees** means the fees payable by the Client to Supplier.

**Intellectual Property Rights** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade secrets rights in goodwill or to sue for passing off, rights arising under EU and domestic competition law, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order** means any proposal or order for Services agreed (including via email) by the Parties.

**Services** means the services provided by Supplier under this Agreement as further described in the relevant Order.

## 2. SCOPE OF SERVICES

- 2.1. Supplier will perform all Services specified in the Order. Services will commence on the Commencement Date.
- 2.2. All Orders agreed between the Parties shall be deemed to incorporate and be subject to the terms and conditions of this Agreement.
- 2.3. This Agreement will apply to the exclusion of any other terms that the Client seeks to impose or incorporate as part of a purchase order or otherwise, or which are implied by trade, custom, practice or course of dealing.

## 3. SUPPLIER OBLIGATIONS

- 3.1. Supplier shall:
  - 3.1.1. co-operate with the Client in all matters relating to the Services;
  - 3.1.2. use reasonable endeavours to provide the Services to the Client, in accordance with the Order; and
  - 3.1.3. appoint a contact name in respect of each Order to manage the delivery of Services.

## 4. CLIENT OBLIGATIONS

- 4.1. The Client warrants that it will:
  - 4.1.1. co-operate with Supplier in all matters relating to the Services;
  - 4.1.2. provide, for Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Supplier;

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- 4.1.3. provide, in a timely manner, such Client Content and other information as Supplier may reasonably require, and ensure that it is accurate in all material respects;
  - 4.1.4. keep Supplier informed of any proposals or developments affecting Client's circumstances or affairs relevant to the Services;
  - 4.1.5. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services; and
  - 4.1.6. ensure decisions are taken and approvals, licences and security clearances are obtained promptly.
- 4.2. The Supplier can only be expected to provide the Services by reference to the information given by the Client and will not be held legally or otherwise responsible for any omissions or other errors in the Services, including guidance and information, in circumstances where such omission or error is due to lack of pertinent information and/or documentation, or inaccuracies contained in information and/or documentation provided by the Client to the Supplier.
- 4.3. If Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

## **5. FEES AND PAYMENT**

- 5.1. In consideration of the provision of the Services by Supplier, the Client shall pay the Fees as set out in the Order.
- 5.2. The Client shall pay each invoice submitted to it by Supplier, in full and in cleared funds, within thirty (30) days of receipt to a bank account nominated in writing by Supplier. All Fees quoted to the Client, or set out in the Order, shall be exclusive of sales taxes, which Supplier shall add (where applicable) to its invoices at the appropriate rate. The Supplier reserves the right to request payment in advance of providing Services.
- 5.3. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Supplier on the due date, Supplier may:
- 5.3.1. charge interest on such sum from the due date for payment at a monthly rate of two per cent (2%) of the invoice amount; and
  - 5.3.2. suspend all Services until payment has been made in full.
- 5.4. All sums payable to Supplier under this Agreement shall become due immediately on its termination, despite any other provision. This clause 5.4 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

## **6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

- 6.1. As between the Client and Supplier, all Intellectual Property Rights and all other rights in the Services shall be owned by Supplier. Subject to compliance with this Agreement and payment of the relevant Fees, Supplier licenses all such rights to the Client on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make use of the Services for the purposes of the Client's business.
- 6.2. Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:
- 6.2.1. is or becomes publicly known other than through any act or omission of the receiving Party;
  - 6.2.2. was in the other Party's lawful possession before the disclosure;
  - 6.2.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
  - 6.2.4. is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 6.3. Each Party shall hold the other Party's Confidential Information in confidence and, unless required by law, shall not make the other Party's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

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- 6.4. Each Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses the other Party's Confidential Information are subject to obligations to protect such Confidential Information similar to the provisions set out herein.
  - 6.5. Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information, to which it has access, is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
  - 6.6. Supplier acknowledges that the Client Content is the Confidential Information of the Client.
  - 6.7. This clause shall survive termination of this Agreement, however arising.

**7. LIMITATION OF LIABILITY**

- 7.1. This clause 7 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, contributing experts, agents and sub-contractors) to the Client.
- 7.2. Nothing in this Agreement excludes the liability of Supplier, for death or personal injury caused by Supplier's negligence or for fraud or fraudulent misrepresentation.
- 7.3. Subject to clause 7.2:
  - 7.3.1. Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any (direct or indirect) loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
  - 7.3.2. Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Client, for the relevant Services that are the subject of the claim, during the twelve (12) months immediately preceding the date on which the claim arose.
- 7.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.5. Any claim under this Agreement must be made within one (1) year of the incident which gives rise to the claim occurring.

**8. TERM & TERMINATION**

- 8.1. This Agreement shall become effective on the date of final signature of the relevant Order and shall remain in force until terminated in accordance with the terms of this Agreement.
- 8.2. Each Party may terminate an Order, incorporating this Agreement, at its own discretion with thirty (30) days written notice.
- 8.3. Each Party may terminate an Order, incorporating this Agreement, immediately at any time by written notice if the other Party commits any material breach, which is not capable of remedy, or if capable of remedy, is not remedied as soon as possible within a maximum of thirty (30) calendar days after the date of the written notice requiring remedy.
- 8.4. Upon termination of this Agreement, the Parties will be discharged from further performance under the relevant Order, including this Agreement. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed to survive or operate in the event of such termination and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement or any monies payable by one Party to the other in relation to any period prior to termination.
- 8.5. Any termination shall be without prejudice to any rights which may have been accrued to either Party prior to the date of such termination, including but not limited to payment for Services already rendered.
- 8.6. The termination of the Agreement shall automatically accelerate the due date of all invoices to the effective date of termination and Client shall be liable to pay for all Services provided to the date of termination.

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**9. GENERAL PROVISIONS**

- 9.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 9.2. All changes to this Agreement, including any Order, shall not be effective unless agreed by the Parties in writing (including email).
- 9.3. The terms of the Data Processing Agreement will apply, where relevant, to any processing of personal data undertaken by the Supplier as processor for the Client.
- 9.4. This Agreement, and any documents referred to in it, constitute the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 9.5. The Client agrees that the Supplier may publicise the existence of this working relationship as a statement of fact. The extent of such publicity may include use of the Client logo, posting on the Supplier website and inclusion in Supplier collateral materials. The Supplier agrees to apply industry standard practices to all publicity to ensure the highest levels of accuracy and editorial quality.
- 9.6. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 9.7. The Client shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 9.8. Any notice to be given under this Agreement will be in writing and addressed to the registered address of the other Party. Notices will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the Party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.
- 9.9. The terms and conditions in any Order and Data Processing Agreement shall prevail over the terms and conditions in the Agreement to the extent of any conflict. Terms contained in any purchase order acknowledgement or invoice will be of no effect, even if such acknowledgement or invoice provides that Supplier's acceptance of the purchase order is conditioned on Client's agreement to the proposed terms contained in such acknowledgement or invoice.
- 9.10. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Republic of Ireland.
- 9.11. The Parties irrevocably agree that in relation to any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) the courts of the Republic of Ireland shall have jurisdiction.

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**APPENDIX: DATA PROCESSING AGREEMENT (DPA)****BACKGROUND**

- (A) Supplier has agreed to provide certain Services to the Client under the terms of the Agreement. The Services may involve the processing of Personal Data;
- (B) For the purposes of this DPA, the Client is the Controller, and Supplier is the Processor; and
- (C) This DPA forms a legal agreement between the Parties relating to the processing of Personal Data. This DPA shall take precedence over the terms and conditions of the Client Services Agreement in case of any conflict.

**1. DEFINITIONS AND INTERPRETATION**

**Agreement** means the Client Services Agreement between the Parties for the provision by Supplier of certain Services which requires that Supplier Processes Personal Data on behalf of the Client.

**Data Record** means the record of processing for the Services included at Annex 1.

**DP Laws** means the GDPR, the Irish Data Protection Acts 1988 to 2018, and any other applicable data protection legislation in any country.

**GDPR** means regulation (EU) 2016/679 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

**Personal Data** means any information, processed by Supplier as part of the Services under the Agreement, that relates to an identified or identifiable natural person ('**Data Subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Security Event** means an incident which results in (or may result in) the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Personal Data while in the custody or control of Supplier or a Sub-Processor.

**Standard Contractual Clauses** means the standard contractual clauses provided by the European Commission for the purposes of Article 26(2) of Directive 95/46/EC for the transfer of Personal Data to third countries which do not ensure an adequate level of data protection; the approved version of which is set out in the European Commission Implementing Decision (EU) 2021/914 at:

[https://eurlex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=e](https://eurlex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=e)

**Sub-Processor** means another Processor engaged by Supplier to process Personal Data on behalf of Supplier.

**Third Country** means all countries that are not members of the European Economic Area ("EEA") or which have not been recognised by the European Commission as providing an adequate level of protection for Personal Data

**TOMs** means technical and organisational measures.

**2. INTRODUCTION**

- 2.1. With reference to the DP Laws, for the purposes of the Agreement and the processing of Personal Data, Client is the Controller, and Supplier is the Processor.
- 2.2. This DPA specifies the obligations of the Parties when processing Personal Data as part of the Agreement.
- 2.3. The terms "Controller", "Data Subject", "processing" and "Processor" have the meanings set out in the GDPR (and related terms such as "process" have corresponding meanings).
- 2.4. Capitalised terms used in this DPA but not defined shall have the meaning provided in the Agreement.

**3. DATA RECORD**

- 3.1. The Data Record sets out further information about the processing activities of Supplier, as required by Article 28 of the GDPR, including:
  - 3.1.1. the subject matter, nature and purpose of the processing;
  - 3.1.2. the type of Personal Data processed by Supplier;
  - 3.1.3. the categories of Data Subject; and
  - 3.1.4. the duration of processing.

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**4. SUPPLIER OBLIGATIONS**

- 4.1. Supplier will process Personal Data only for the purposes of providing the Services under the Agreement and only in accordance with the instructions of the Client, including with regard to transfers to a Third Country.
- 4.2. Supplier shall inform the Client in the event that it is aware that any instruction provided by the Client infringes this DPA or the DP Laws.
- 4.3. Supplier warrants that all persons authorised by Supplier to process Personal Data are:
  - 4.3.1. subject to obligations of confidentiality to ensure that the Personal Data is kept safe and secure; and
  - 4.3.2. restricted from accessing Personal Data unless access is strictly required for the purpose of providing the Services.
- 4.4. Supplier warrants and undertakes:
  - 4.4.1. in relation to the processing activities referred to in this DPA, it has implemented technical and organisational measures that meet the requirements of the DP Laws and ensure the protection of the rights of the Data Subject;
  - 4.4.2. to comply with the requirements of clause 9 for the purposes of engaging Sub-Processors;
  - 4.4.3. to assist the Client by taking appropriate technical and organisational measures, to respond to data subject's rights, as further described in paragraph 8 below;
  - 4.4.4. to assist the Client in ensuring compliance with Articles 32 to 36 of the GDPR and
  - 4.4.5. to provide all information necessary for the purposes of any data protection impact assessment undertaken pursuant to Article 35 and Article 36 of the GDPR, taking into account the nature of the processing and the information available to Supplier;
  - 4.4.6. to provide all information requested by the Client for the purposes of responding to a Security Event, as further described in paragraph 7 below.
  - 4.4.7. to return or delete, on the Client's written instructions (as may be further specified in the Data Record) all Personal Data processed by Supplier at any time during the term of the Agreement and upon termination of the Agreement;
  - 4.4.8. to make available to the Client all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits and assessments as further described in paragraph 11; and
  - 4.4.9. to notify the Client, as soon as reasonably practicable, in the event of violations of the DP Laws or the provisions of this DPA committed by Supplier or the persons employed by Supplier.
- 4.5. Supplier shall take steps, upon request and instructions from Client, to assist the Client in obtaining consent from the Data Subjects at the time the Personal Data is collected. It is the responsibility of the Client to ensure that any consent wording presented to the Data Subject is compliant with the DP Laws.

**5. CLIENT OBLIGATIONS**

- 5.1. The Client will comply with the Data Protection Laws.
- 5.2. The Client must ensure, where applicable, that in connection with all Personal Data provided to Supplier that it has complied with Article 6 and Article 9 of the GDPR to ensure that the Client has a lawful basis for processing the Personal Data.
- 5.3. The Client is responsible and liable for ensuring that the content of any Data Protection notice provided to the Data Subject meets the requirements of Articles 12-14 of the GDPR.
- 5.4. The Client acknowledges that Supplier is reliant on the Client for direction as to the extent to which Supplier is entitled to process the Personal Data. Consequently, Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by Supplier, to the extent that such action or omission resulted from the instructions of the Client.

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**6. BREACH MANAGEMENT**

- 6.1. Supplier shall without undue delay (and in any event no later than seventy-two (72) hours) after becoming aware of, receiving a notification regarding, or first suspecting a Security Event) notify the Client of the Security Event.
- 6.2. Supplier will provide the Client with information about:
  - 6.2.1. the nature of the Security Event including the categories and approximate number of Data Subjects affected;
  - 6.2.2. the likely consequences of the Security Event; and
  - 6.2.3. the steps Supplier has taken to address the Security Event.
- 6.3. Supplier shall:
  - 6.3.1. take all necessary steps to mitigate the effects and to minimise any damage resulting from the Security Event and to prevent a recurrence of such Security Event; and
  - 6.3.2. provide such assistance and cooperation as the Client requires in responding to the Security Event including in relation to notifying any relevant regulatory authority and/or Data Subject of the Security Event.

**7. DATA SUBJECT RIGHTS**

- 7.1. If the Client has an obligation to respond to a Data Subject who is exercising their rights under the DP Laws, Supplier will assist the Client by taking appropriate technical and organisational measures to ensure that the Client can provide a response.
- 7.2. Supplier shall not respond directly to any Data Subject requests to exercise their rights, unless otherwise instructed in writing by the Client, and shall refer the Data Subject to the Client and shall inform the Client in writing within twenty-four (24) hours about the details of any request received.

**8. DATA TRANSFERS**

- 8.1. Supplier has the Client's general authorisation for the engagement of any of Sub-Processor(s) specified in the Data Record.
- 8.2. In the provision of the Services. Supplier shall inform the Client in writing of any intended change of Sub-Processor in connection with the Services, at least thirty (30) days in advance (the "**Notification Period**").
- 8.3. Client may object to the appointment or replacement of a Sub-Processor, within the Notification Period, provided such objection is in writing and based on reasonable grounds relating to the Sub-Processors ability to comply with DP Laws. In such event, the Parties agree to discuss commercially reasonable alternative solutions in good faith. If the Parties cannot reach a resolution within ninety (90) days, Client may suspend or terminate the affected Services in accordance with the termination provisions of the Agreement. If no objection is received from Client during the Notification Period the Sub-Processor change or update shall be deemed authorised.
- 8.4. Supplier must ensure that a written contract is entered into with each Sub-Processor that, is compliant with the DP Laws. Supplier shall be responsible and liable for any acts or omissions of the Sub-Processor.
- 8.5. Instructions given by Supplier to any Sub-Processor must be within the scope of the Agreement and in furtherance of instructions provided by Client to Supplier.

**9. THIRD COUNTRY TRANSFER OF PERSONAL DATA**

- 9.1. The terms of Module Four (Processor to Controller) Standard Contractual Clauses are incorporated into this DPA by reference where appropriate to the location of the Parties. And the Parties agree to the following:
  - 9.1.1. Clause 7 "Docking Clause" shall apply;
  - 9.1.2. Clause 11 "Redress" optional clause shall not apply;
  - 9.1.3. Clause 17 "Governing Law" shall be the Republic of Ireland;
  - 9.1.4. Clause 18 "Choice of forum and jurisdiction" shall be the courts of the Republic of Ireland; and
  - 9.1.5. Information relevant to the completion of Annex 1 of the SCCs is completed in the Data Record or otherwise in the Agreement between the Parties.



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- 9.2. In the event that the Client approves the use of a Sub-Processor that is processing Personal Data in a Third Country, Supplier shall ensure that the Standard Contractual Clauses or other compliant transfer mechanism is agreed with the Sub-Processor.

**10. AUDIT AND ASSESSMENT**

- 10.1. Supplier will allow its implementation and compliance with its obligations under this DPA and the DP Laws to be audited by the Client, or an external auditor approved by the Client, at least annually.
- 10.2. If, and insofar as, the audit indicates that Supplier's, compliance falls short on one or more aspects, Supplier shall be required to make the required changes as soon as is reasonably practicable and in any event within thirty (30) days.
- 10.3. If the audit/assessment identifies any compliance gaps the Client has the right to require Supplier to remedy such non-compliance and to update Supplier TOMs (if required) so that they are in line with the relevant requirements. Supplier will provide all reasonable cooperation and, as soon as reasonably practicable, implement the necessary modifications indicated by the Client.
- 10.4. The relevant laws and jurisdiction specified in the Agreement shall apply to this DPA.



**ANNEX 1 – DATA RECORD**

<b>Supplier – Proactive e-Biz Limited</b>	
<b>Contact Name:</b>	
<b>Subject-matter of processing activity:</b>	<ul style="list-style-type: none"> <li>• Performance and management of digital marketing Services as specified in the Order</li> </ul>
<b>Duration of processing:</b>	<ul style="list-style-type: none"> <li>• For the duration of the Services.</li> </ul>
<b>Nature and purpose of processing:</b>	<ul style="list-style-type: none"> <li>• To provide the Services specified in the Order.</li> </ul>
<b>Categories of Data Subject:</b>	<ul style="list-style-type: none"> <li>• Employees of Client</li> <li>• Customers of Client</li> <li>• Client Website users</li> <li>• Client Email Marketing Lists</li> </ul>
<b>Type of Personal Data processed as part of the Services:</b>	<ul style="list-style-type: none"> <li>• Payment data for payments made on website</li> <li>• Contact Data, names, email addresses, etc</li> <li>• IP addresses</li> </ul>
<b>Sub-processors</b>	<ul style="list-style-type: none"> <li>• Microsoft Ireland Operations Ltd</li> <li>• Google Cloud EMEA Limited</li> <li>• Constant Contact, Inc.</li> <li>• The Rocket Science Group LLC d/b/a Mailchimp</li> <li>• Klaviyo, Inc.</li> <li>• DigitalOcean, LLC</li> <li>• Team Blue Internet Services IE Limited t/a LetsHost</li> <li>• Krystal Hosting Limited</li> <li>• Team Blue Internet Services IE Limited t/a Hosting Ireland</li> <li>• Sendinblue Inc.</li> <li>• Twilio Inc., T/A SendGrid</li> <li>• Meta Platforms Ireland Limited</li> <li>• Shopify International Ltd.</li> <li>• Cloudflare, Inc.</li> <li>• <b>Independent contractors</b></li> </ul>
<b>Safeguards for transfers to Third Countries</b>	If the Client is in a Third Country Module 4 (Processor-to-Controller) of the SCCs is incorporated pursuant to paragraph 9 of the DPA

