

eBay Independent Controller Processing Addendum

This (Controller to Controller) Data Processing Addendum (“Addendum” or “DPA”) forms a part of the Main Service Agreement (the “Agreement” or “MSA”) concluded between the eBay group company that signed the Agreement (“eBay Signatory”), both in its own name and on behalf of each eBay group company specified in Appendix 2, and the entity that signed the Agreement (“Vendor”), each a “Party” and together, “Parties”, on the Effective Date of this Addendum, which is the date of execution of the Agreement, for the purpose of ensuring that any Personal Data (as defined below) collected or utilized by Vendor is handled in a manner that is secure and otherwise in accordance with terms of the Agreement, this Addendum, and applicable Data Protection Laws. Each eBay group company specified in Appendix 2 shall be referred to as "eBay" under this Addendum insofar as Vendor processes Personal Data controlled by such eBay group company according to the determination set forth in Appendix 2. If Vendor processes eBay Personal Data processed by different eBay group companies as Controllers, this Addendum shall be deemed a separate agreement between each such eBay group company and Vendor. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, prior data processing agreements, addenda, or similar terms between the Parties, the terms of this Addendum shall prevail.

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1. Definitions:

Capitalized terms used but not defined in this Addendum shall have the meaning set forth in the Agreement or the DPA as defined in this section. For the rest, the common definitions of the applicable Data Protection Laws apply.

- 1.1. **"Applicable Data Protection Laws"** means any and all national, provincial, federal, state, or local laws, rules and regulations related to privacy, security, data protection, and/or the Processing of eBay Personal Data, in any relevant jurisdiction, each as amended, replaced or superseded from time to time, including but not limited to the Regulation (EU) 2016/679 ("the EU GDPR"), and the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020.
- 1.2. **"Business Purpose"** means the use of Data Subjects' Personal Data for eBay's operational purposes, or other notified purposes, or for Vendor' operational purposes, provided that the use of Personal Data shall be reasonably necessary and proportionate to achieve the purpose for which the Personal Data was collected or processed or for another operational purpose that is compatible with the context in which the Personal Data was collected.
- 1.3. **"Consumer"** means a natural person who is a California resident, however identified, including by any unique identifier.
- 1.4. **"Contractor"** is a Vendor to whom the contracting eBay entity makes available a California resident Data Subject's Personal Information for a Business Purpose pursuant to a written contract under California Law.
- 1.5. **"Deidentified"** means information that cannot reasonably be used to infer information about a Consumer.
- 1.6. **"eBay Personal Data"** is Personal Data that is disclosed or otherwise made available to the Vendor by or on behalf of eBay in connection with the services provided under the Agreement, or obtained by Supplier in the course of providing the Services to eBay, that pertains to eBay's employees, customers, users, or other individuals. eBay Personal Data shall not include: Personal Data received from, or collected on behalf of eBay, that has been anonymized, de-identified, and aggregated. eBay Personal Data shall expressly exclude any Personal Data with respect to which the Vendor:
 - 1.6.1. Has independently provided notice to the relevant Data Subject in accordance with applicable Data Protection Laws, and has established a separate and valid legal basis for the collection and processing of such Personal Data, independent of any instructions or disclosures by eBay; and acts as a Data Controller in all respects, including determining the purposes and means of processing such Personal Data independently of the Customer.
 - 1.6.2. Such excluded Personal Data shall not be subject to the terms and obligations applicable to "Personal Data Provided to the Vendor" under this Agreement, and the Vendor shall be solely responsible for its processing of such Personal Data in accordance with its own privacy notices and applicable Data Protection Laws.
- 1.7. **"Personal Data"** and **"Personal Information"** are used interchangeably in this Addendum. They have the meanings given by Applicable Data Protection Laws and shall include information (regardless of the medium in which it is contained), whether alone or in combination with other

available information that directly or indirectly identifies an identified or identifiable natural person to whom Personal Data relates. To the extent that there is a conflict between the definitions in Data Protection Laws, the broader definition shall prevail.

- 1.8. **“Process”, “Processed” or “Processing”** means any operation or set of operations that is performed upon eBay Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction.
- 1.9. **“Restricted Transfer”** means: (i) where the EU GDPR applies, transferring Personal Data collected from a Data Subject located in the EEA either directly or via onward transfer to or within any country outside the European Economic Area that has not been issued an adequacy decision by the European Commission; (ii) where the UK GDPR applies, transferring, either directly or via onward transfer, Personal Data collected from a Data Subject located in the United Kingdom to or within any country which is not subject to adequacy regulations under Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the Swiss Federal Act on Data Protection of 25 September 2020 (“FADP”) applies, transferring either directly or via onward transfer, Personal Data collected from a Data Subject located in Switzerland to or within any country which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.
- 1.10. **“Security Measures”** mean commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of each party’s business, the level of sensitivity of the data collected, handled and stored, and the nature of business activities, provided that all such policies, standards, and practices shall, at a minimum, comply with any applicable Data Protection Laws and shall consider information security management systems, physical security, physical access control, access control to systems, access control to data, disclosure control, input control, security and privacy enhancing technologies, awareness, training and security checks in relation to the personnel of each party (job control), availability control, segregation control, incident response management/business continuity and audit controls/due diligence.
- 1.11. **“Sensitive Personal Data” or “Sensitive Personal Information”** means Personal Data or Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation. Refer to applicable jurisdictional definition. In the event of a conflict between this definition and that given by Applicable Data Protection Laws, the definition provided by Applicable Data Protection Laws shall apply.
- 1.12. **“Service Provider”, or “Contractor”** is a Business entity within the definition of California law which processes eBay Personal Data on behalf of the contracting eBay entity, and which receives from or on behalf of eBay a California resident personal data for a Business Purpose pursuant to a written contract under California Law.

2. Roles and Relations of the Parties:

- 2.1. Each party shall process personal data received under this Addendum as a separate and independent “Controller” as defined under applicable Data Protection Laws. In no event shall Vendor process personal data under the Agreement as a joint controller with eBay, nor in a Controller-to-Processor relationship with eBay, nor as “Service Provider” or “Contractor” under California Law where applicable, unless explicitly authorized to do so under this Addendum or a separate, executed DPA.
- 2.2. As separate and independent Controllers, each Party shall be individually and separately responsible and liable for complying with its obligations under applicable Data Protection Laws. This includes but is not limited to the obligation to provide appropriate notice to data subjects, safeguards to protect personal data received under this agreement, and safeguards for the transfer of personal data to a third country or an international organization where applicable.
- 2.3. Each party shall process personal data received under this Addendum in accordance with the Security Measures (defined below) (i) to ensure the protection of the rights of any data subject under applicable Data Protection Laws, (ii) to ensure the security of personal data from any unauthorized access, (iii) to protect the availability, confidentiality, and integrity of any personal data collected, accessed, used, or transmitted by a party in connection with this Agreement (including but not limited to appropriate data protection and disaster recovery) and (iv) to protect and secure any hosts, networks, applications, and physical premises used while performing under the Agreement. “*Security Measures*” mean commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of each party’s business, the level of sensitivity of the data collected, handled and stored, and the nature of business activities, provided that all such policies, standards, and practices shall, at a minimum, comply with any applicable Data Protection Laws and shall consider information security management systems, physical security, physical access control, access control to systems, access control to data, disclosure control, input control, security and privacy enhancing technologies, awareness, training and security checks in relation to the personnel of each party (job control), availability control, segregation control, incident response management/business continuity and audit controls/due diligence.

3. Scope, Purposes of Processing and Purpose Limitations:

- 3.1. The transfer of the eBay Personal Data received by eBay is listed in **Appendix 1.1** and includes the categories of data subjects to which the Personal Data relates, and has the **purpose(s)** (i.e. the personal data will be processed for the purpose(s)) stated in **Appendix 1.1**.
- 3.2. The transfer of the eBay Personal Data received by Vendor is listed in **Appendix 1.2** and includes the categories of data subjects to which the Personal Data relates, and has the **purpose(s)** (i.e. the personal data will be processed for the following purpose(s)) stated in **Appendix 1.2**.
- 3.3. Each Party shall process personal data received from the other solely for the specific purpose(s) set forth in Appendix 1. Neither Party shall engage in any further processing of the personal data for any other purpose unless:
 - 3.3.1. the further processing is required by applicable law;

- 3.3.2. the Party, in accordance with Applicable Data Protections Laws, determines the new purpose is compatible with the original purpose, or
 - 3.3.3. has a separate legal basis for such processing, as communicated by the Party to Data Subjects with clear and transparent notice as required by applicable Data Protection Laws, or
 - 3.3.4. obtains any necessary consents or authorizations from Data Subjects, where required by applicable Data Protection Laws.
- 3.4. The transfer of eBay Personal Data by Vendor to third parties for the own purposes of such third parties is not permitted.

4. Restrictions and Limitations for Processing of eBay Personal Data

Vendor represents, warrants and agrees that:

- 4.1 Pursuant to United States 28 CFR part 202:
 - 4.1.1 It is not a covered person as defined in 28 CFR part 202, and confirms compliance with 28 CFR part 202 and any other prohibitions, restrictions or provisions applicable to eBay Personal Data. Vendor agrees to certify periodically to eBay, in writing, Vendor's compliance with 28 CFR part 202. Vendor agrees to not evade or avoid, cause a violation of, or attempt to violate any of the prohibitions set forth in Executive Order 14117 or 28 CFR part 202.
- 4.2 Vendor is prohibited from engaging or attempting to engage in, or permitting others to engage or attempt to engage in further covered data transactions, as defined in United States regulation 28 CFR part 202, including, but not limited to, the following:
 - 4.2.1 selling, as used in US 28 CFR Part 202, licensing of access to, or other similar commercial transactions, such as reselling, sub-licensing, leasing, or transferring in return for valuable consideration, the eBay Personal Data or any part thereof, to countries of concern or covered persons, as defined in 28 CFR part 202;
 - 4.2.2 sharing, as used in US 28 CFR Part 202, granting access to, transmitting, or making eBay Personal Data available to any covered person under any employment or investment agreement, as those terms are defined in 28 CFR part 202.
- 4.3 Where Vendor knows or suspects that a country of concern or covered person has gained access to eBay Personal Data through a data brokerage transaction, as these terms are defined in 28 CFR part 202, Vendor will immediately inform eBay. Failure to comply with the above will constitute a breach of contract and may constitute a violation of 28 CFR part 202, and eBay shall have the right to terminate the Agreement and demand an immediate return or deletion of eBay Personal Data.

5. Use of Deidentified eBay Personal Data:

Vendor represents and warrants that to the extent it receives Deidentified eBay Personal Data it shall: (i) take reasonable measures to prevent the reidentification of the Consumer; (ii) not attempt to reidentify the Deidentified information unless required to do so to determine whether Vendor's deidentification processes satisfy the requirements of applicable Data Protection Laws; and (iii) maintain and use the Deidentified eBay Personal Data in deidentified form.

6. Deletion of eBay Personal Data:

At the choice of eBay, and upon request or at the termination of the terms of the Agreement, Vendor shall delete or return all eBay Personal Data relating to the processing as set forth under the MSA and the DPA, and delete existing copies unless a legal obligation under applicable law which is recognized under applicable Data Protection Laws requires retainment of such data for a specific duration.

7. Effect on Existing Agreements:

Except as specifically modified by the terms of this Addendum, the terms, rights and responsibilities under the MSA shall remain in full force and effect at all times. Notwithstanding the foregoing, violation of the terms of this Addendum shall not be subject to the limitation of liability provision(s) of the MSA.

8. General:

8.1. The **Failure to Comply, Severability, Changes to Terms**, or equivalent provisions of the Agreement shall apply to this Addendum.

8.2. **Governing Law:** This Addendum shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, except as set forth and required by Applicable Data Protection Laws, or expressly indicated in this Addendum or its Appendices, Annexes, or EEA/UK Standard Contractual Clauses.

Appendix 1 – Specification of Data Processing

1. Personal data received by eBay

eBay will receive the following categories of personal data from Vendor relating to the categories of data subjects mentioned below:

a) Categories of data subjects

- _____

b) Categories of personal data

- _____

c) Processing purpose(s)

- _____

2. Personal data received by Vendor

Vendor will receive the following categories of personal data from eBay relating to the categories of data subjects mentioned below:

a) Categories of data subjects

- _____

b) Categories of personal data

- _____

c) Processing purpose(s)

- _____

d) Will Vendor process personal data relating to individuals located in the EU/EEA/Switzerland/UK?

- _____

e) Technical and organizational data protection measures taken by Vendor

- (i) Vendor shall take the measures required pursuant to applicable Data Protection Laws (for EEA Data: Art. 32 GDPR) to ensure the security of processing.

- (ii) In addition, Vendor shall take all measures and comply with the information security requirements (ISR) as agreed upon in the Agreement.

In the event of any conflict between the measures set out under (i) and (ii) above, the following order of priority shall apply: Measures required according to applicable Data Protection Laws (i) shall prevail over those in the ISR (ii).

If Vendor processes personal data which is subject to the GDPR, the UK GDPR and/or the Swiss FADP, please also fill in the below:

- f) Sensitive Personal Data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
- _____
- g) The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
- ☐ One-off transfer ☐ Transfer on a continuous basis
- h) Nature of the processing
- _____
- i) The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
- _____
- j) For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
- _____

APPENDIX 2 – eBay Controller Entities

The listed eBay group companies may act as Controller under this Addendum depending on (i) which type of Personal Data is processed and (ii) the region the Data Subjects (users/sellers) are located in:

- Regarding user data: depending on the region in which users as Data Subjects are located, the following eBay group company is responsible for the processing of the users' Personal Data in connection with the use of the marketplace services (except payment services for sellers).
- Regarding payment data: Depending on the region in which sellers as Data Subjects are located and whether payment services are provided there, the following eBay group companies are responsible for the processing of sellers' and buyers' Personal Data in connection with the provision of the payment services to sellers.
- Regarding HR data: The respective eBay group company employing the respective employee (or processing the respective applicant's Personal Data) is responsible for the processing of the employee's/applicant's Personal Data.
- Regarding business contacts data: Each eBay group company maintaining business contacts is responsible for the processing of the Personal Data of the relevant business contacts.

In addition to the eBay group companies listed below, any other eBay group company which (i) is newly founded or acquired or (ii) begins to process Personal Data under or in connection with the Agreement may act as Controller under this Addendum regarding the Personal Data it processes. For the purposes of this Addendum, any such eBay group company who is not listed in this Appendix 2 shall be considered a third-party beneficiary to this Addendum entitled to all the rights and benefits herein as if it were a direct party to this Addendum.

#	Name of eBay legal entity incl. legal form	Registered address	Type of personal data controlled ¹	Controller for users (eBay platform services) or sellers (eBay payments services) in
1	eBay Inc.	2025 Hamilton Avenue, San Jose, CA 95125, USA	User data HR data	USA
2	eBay Canada Limited	240 Richmond Street West, 2 nd Floor Suite 02-100 Toronto, Ontario, M5V 1V6, Canada	User data HR data	Canada
3	eBay GmbH	Albert-Einstein-Ring 2-6, 14532 Kleinmachnow, Germany	User data HR data	EU
4	eBay (UK) Limited	1 More London Place, London, SE1 2AF, United Kingdom	User data HR data	UK
5	eBay Singapore Services Private Limited	10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315	User data HR data	India

¹ Each Controller listed is also responsible for the processing of its business contacts data where relevant.

#	Name of eBay legal entity incl. legal form	Registered address	Type of personal data controlled ¹	Controller for users (eBay platform services) or sellers (eBay payments services) in
6	eBay Marketplaces GmbH	Helvetiastrasse 15/17, 3005 Bern, Switzerland	User data HR data	Rest of world
7	eBay Commerce Inc.	2065 Hamilton Ave., San Jose, CA 95125, USA	Payment data	USA and rest of world
8	eBay Commerce Canada Limited	44 Chipman Hill, Suite 1000, Saint John NB E2L 2A9, Canada	Payment data	Canada
9	eBay S.à r.l.	22-24 Boulevard Royal, L-2449 Luxembourg	Payment data	EEA and Switzerland
10	eBay Commerce UK Ltd	1 More London Place, London SE1 2AF, United Kingdom	Payment data	UK
11	eBay Commerce Australia Pty. Ltd.	Level 18, 1 York Street, Sydney NSW 2000, Australia	Payment data	Australia
12	eBay Services S.à r.l.	22-24 Boulevard Royal, 5 th Flr., 2449, Luxembourg, Luxembourg	HR data	N/A
13	eBay Customer Support GmbH	Albert-Einstein-Ring 2-6, 14532, Kleinmachnow, Germany	HR data	N/A
14	eBay Group Services GmbH	Albert-Einstein-Ring 2-6, 14532, Kleinmachnow, Germany	HR data	N/A
15	eBay International Management B.V.	Wibaustraat 224, 1097 DN, Amsterdam, Netherlands	HR data	N/A
16	EU Liaison Office BVBA	Kunstlaan 44, 1040 Brussel, Belgium	HR data	N/A
17	eBay Europe Services Limited	The Atrium, Old Navan Road, Blanchardstown, Dublin 15, Ireland	HR data	N/A

#	Name of eBay legal entity incl. legal form	Registered address	Type of personal data controlled ¹	Controller for users (eBay platform services) or sellers (eBay payments services) in
180	eBay GmbH, succursale France	21, rue de la Banque, 75002, Paris, France	HR data	N/A
19	eBay France SAS	21, rue de la Banque, 75002, Paris, France	HR data	N/A
20	eBay (UK) Limited, sede secondaria, Milano	Via Roberto Lepetit 8/10, 20124, Milano, Italy	HR data	N/A
21	eBay Spain International, S.L.	Paseo de la Castellana 216 – 9 th floor, 28046 Madrid, Spain	HR data	N/A
22	eBay Czech Republic s.r.o.	Nile House, Karolinska 654/2, Prague 8, Karlín, Prague 186 00, Czech Republic	HR data	N/A
23	eBay Groups Services Limited	1 More London Place, London SE1 2AF, United Kingdom	HR data	N/A

APPENDIX 3 – Cross-Border Transfer Mechanisms

To the extent the Processing of eBay Personal Data under the Agreement involves a Restricted Transfer (EU/EEA/UK personal data transferred to a jurisdiction deemed inadequate by the EU/EEA/UK), the terms in this Appendix 3 shall apply. In the event of any conflict or inconsistency between this Addendum and the terms set forth in this Appendix 3, the terms in this Appendix 3 shall apply.

Insofar as the Agreement involves the transfer of eBay Personal Data from any jurisdiction where applicable Data Protection Laws requires that additional steps, or safeguards, be imposed before eBay Personal Data can be transferred to a second jurisdiction, Vendor agrees to cooperate with all Parties to take appropriate steps to comply with applicable Data Protection Laws.

1. Definitions

- a. “**EC**” means the European Commission.
- b. “**EEA**” means the European Economic Area.
- c. “**EEA Data**” means eBay Personal Data the Processing of which is subject to the EU GDPR.
- d. “**Standard Contractual Clauses**” means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for transferring personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council (“**EU SCC**”); (ii) where the UK GDPR applies the International Data Transfer Agreement A1.0 issued by the ICO (“**UK IDTA**”), and (iii) where the Swiss FADP applies, the applicable standard data protection clauses issued, approved or recognised by the Swiss Federal Data Protection and Information Commissioner (“**Swiss SCC**”).
- e. “**Swiss Data**” means eBay Personal Data, the Processing of which is subject to the FADP.
- f. “**UK Data**” means eBay Personal Data the Processing of which is subject to the UK GDPR.

2. Cross Border Data Transfer Mechanisms

- a. **EEA Data.** The parties agree that the EU SCC will apply to any Restricted Transfer of eBay Personal Data which is subject to the EU GDPR, either directly or via onward transfer. To the extent there is any conflict between the Addendum and the applicable EU SCC in relation to the processing of EEA Personal Data, the terms of the EU SCC will prevail. **To the extent applicable, the EU SCC Module 1 (Controller to Controller) Standard Contractual Clauses will be deemed entered into (and incorporated into this Addendum by this reference) and completed as follows:**
 - i. A copy of Module One of the EU SCC can be found at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en.
 - ii. For Module One, where applicable, the Parties agree that the following terms apply:
 - a) in Clause 7, the optional docking clause will not apply;
 - b) for Clause 8.1, the data importer declaration of “Description of Transfer” in Section i) of this subsection shall apply;

- c) for Clause 8.5(b), the “Technical and Organizational Measures Including Technical And Organizational Measures To Ensure The Security Of The Data” in Section j) shall apply;
- d) in Clause 11(a), “Redress” the optional language shall not apply;
- e) in relation to Clause 13(a), see l) below;
- f) in Clause 17, the EU SCC will be governed by the law of Germany;
- g) in Clause 18(b) of the EU SCC, disputes will be resolved before the courts of Germany;
- h) **Annex I, Part A. LIST OF PARTIES** of the EU SCC is deemed completed with information set forth below:
 - a. Data exporter(s):
 - i. Name and Address: *The data exporter(s) is/are the relevant eBay entity(ies) in the EEA as further specified in Appendix 2*
 - ii. Contact person’s name, position and contact details: *eBay Data Protection Officer, Helvetiastrasse 15/17, 3005 Bern, Switzerland, contact via webform: <https://dpcontact.corp.ebay.com/>*
 - iii. Activities relevant to the data transferred under these Clauses: *See the eBay activities and Business Purposes set forth in the Agreement and in Appendix 1 of this Addendum.*
 - iv. Signature and date: *See the signature and signature date of the Agreement (the eBay MSA Signatory has the power of attorney to sign the Addendum including the EU SCC for all data exporters)*
 - v. Role (controller/processor): *Controller*
 - b. Data importer(s):
 - i. Name and Address: *The data importer is the Vendor as specified in more detail in the Agreement.*
 - ii. Contact person’s name, position and contact details: *See the contact section of the Agreement and/ or the party executing the Agreement on behalf of the Data importer.*
 - iii. Activities relevant to the data transferred under these Clauses: *See the activities set forth in the Agreement and in Appendix 1 of this Addendum.*
 - iv. Signature and date: *See the signature and signature date of the Agreement*
 - v. Role (controller/processor): *Controller*
- i) Annex I, Part B. DESCRIPTION OF TRANSFER of the EU SCC is deemed completed with information set forth below:

See Appendix 1
- j) Annex I, Part C. COMPETENT SUPERVISORY AUTHORITY of the EU SCC, depending on the specific service(s) affected as well as the data exporter(s) involved, the competent authority is the following:
 - a. For eBay Marketplace Services (eBay GmbH), the competent authority shall be:

Die Landesbeauftragte für den Datenschutz und für das Recht auf Akteneinsicht
Stahnsdorfer Damm 77
14532 Kleinmachnow

Tel: +49 33203/356-0

Fax: +49 33203/356-49

Email: Poststelle@LDA.Brandenburg.de

- b. For eBay Payment Services (eBay S.à r.l.), the competent authority shall be:

Commission Nationale pour la Protection des Données

15, Boulevard du Jazz

L-4370 Belvaux

Tel: +352 2610 60 1

Fax: +352 2610 60 6099

Email: info@cnpd.lu

- k) Annex II, TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA of the EU SCC is deemed completed with information set forth below:

See Appendix 1, Section 2.e

- l) Annex III, DATA EXPORTER

The following entities may act as data exporters under these Clauses, as applicable:

Role of the data exporter/s: Controller

Activities relevant to the data transferred under these Clauses: See Annex I, Section B.

	Name	Address	Contact person's name, position and contact details
1.	eBay GmbH	Albert-Einstein-Ring 2-6, 14532 Kleinmachnow, Germany	Miriam Hui Legal Director See company address
2.	eBay (UK) Limited	1 More London Place, London, SE1 2AF, United Kingdom	Kumaran Adithyan COO UK
3.	eBay Marketplaces GmbH	Helvetiastrasse 15/17, 3005 Bern, Switzerland	Jana Skottova Senior Director, Accounting
4.	eBay S.à.r.l.,	22-24 Boulevard Royal, L-2449 Luxembourg	Olivier Hoen Authorised Manager

5.	eBay Commerce UK Ltd	1 More London Place, London SE1 2AF, United Kingdom	Alec Latimer Director
6.	eBay Customer Support GmbH	Albert-Einstein-Ring 2-6, 14532, Kleinmachnow, Germany	Jens Voigt Director GPM iRegiona and Global Functions
7.	eBay Group Services GmbH	Albert-Einstein-Ring 2-6, 14532, Kleinmachnow, Germany	Alexander Sirzisko Director Finance
8.	eBay International Management B.V.	Wibastraat 224, 1097 DN, Amsterdam, Netherlands	Carel Van Spanje Group controller Ken Ebanks Vice President, Director
9.	EU Liaison Office BVBA	Kunstlaan 44, 1040 Brussel, Belgium	Stefan Krawczyk Director
10.	eBay Services S.a.r.l.	22-24 Boulevard Royal, 5th Flr., 2449, Luxembourg, Luxembourg	Olivier Hoen Authorised Manager Michael Verlaque Director
11.	eBay Europe Services Limited	The Atrium, Old Navan Road, Blanchardstown, Dublin 15, Ireland	Hazel Mitchell Senior Director
12.	eBay GmbH, succursale France	21, rue de la Banque, 75002, Paris, France	Nathalie Vuillat Directeur General eBay France SAS
13.	eBay France SAS	21, rue de la Banque, 75002, Paris, France	Nathalie Vuillat Directeur General eBay France SAS
14.	eBay (UK) Limited, sede secondaria, Milano	Via Roberto Lepetit 8/10, 20124, Milano, Italy	Alice Acciarri General Manager, Italy

15.	eBay Spain International, S.L.	Paseo de la Castellana, 216, 9th floor, 28046 Madrid, Spain	Pedro Lopez Administrador Único
16.	eBay Czech Republic s.r.o..	Nile House, Karolinska 654/2, Prague 8, Karlín, Prague 186 00, Czech Republic	Sylke Maringer Director CM Business Operations and Operational Excellence

- m) **Annex IV ADDITIONAL SAFEGUARDS TO THE STANDARD CONTRACTUAL CLAUSES (“SUPPLEMENTARY MEASURES”)** of the EU SCC is purposely omitted from this Addendum unless Sensitive Personal Data is included in the scope of processing as indicated by Appendix 1, Section 2.f, whereby Annex IV of Module One SCCs is deemed incorporated into this Appendix by reference.

b. **Swiss Data.** In accordance with guidance issued by the Swiss Federal Data Protection and Information Commissioner (FDPIC) titled “The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts,” dated 27 August 2021, the parties hereby agree to adopt the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the “EU SCC”) as adapted in 2.a. above in order to comply with Swiss legislation and thus be suitable for ensuring an adequate level of protection for data transfers to a third country in accordance with Article 16 paragraph 2 letter a of the FADP. To the extent there is any conflict between the Addendum and this Section 2.b, the terms of this section will prevail in relation to Swiss Data. The parties agree that in relation to Restricted Transfer of Swiss Data, Module 2 of the EU SCC shall apply as set out in 2.a. above with the following amendments:

- i. For purposes of Annex I.C under Clause 13 of EU SCC insofar as the data transfer is governed by the FADP of 25 September 2020, the Supervisory Authority shall be Switzerland’s Federal Data Protection and Information Commissioner (FDPIC);
- ii. The data exporter shall be: eBay Marketplaces GmbH, Helvetiastrasse 15/17, 3005 Bern, Switzerland.
- iii. The term “Member State” must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in Switzerland in accordance with Clause 18(c) of the EU SCC. Any references in the EU SCC to “Directive 95/46/EC” or “Regulation (EU) 2016/679” shall be interpreted as references to the FADP.

c. **UK Data. IF THIS DPA HAS NO EU DATA IN SCOPE, AND ONLY UK PERSONAL INFORMATION IS SUBJECT TO CROSS BORDER TRANSFER REQUIREMENTS, THIS UK ADDENDUM IS REPLACED WITH THE UK IDTA (Agreement), incorporated herein by reference, completed as follows.** If the

processing of eBay Personal Data involves a Restricted Transfer of UK Data, the Parties agree that such transfer(s) will be carried out in accordance with and subject to the International Data Transfer Addendum version B1.0, in force 21 March 2022, issued by the ICO (“UK IDTA”), which can be found at <https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf>. To the extent there is any conflict between this Addendum and the UK IDTA in relation to the processing of UK Data, the terms of the UK IDTA will prevail. To the extent applicable, the UK IDTA will be deemed entered into and incorporated into this Addendum by this reference, and completed as follows:

i. **Part 1: Tables**

Table 1: Parties and Parties details. Vendor is the data importer. The data exporters are the eBay entities listed in Appendix 2 which are incorporated in the UK. The parties intend to execute this UK IDTA by executing the Agreement to which these clauses area attached.

Start date	Date of Execution of the Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties’ details	Full legal name: eBay (UK) Ltd. Trading name (if different): [REDACTED] Main address (if a company registered address): 1 More London Place, London, SE1 2AF, United Kingdom	Full legal name: See Annex I.A. of the EU SCCs herein Trading name (if different): Main address (if a company registered address): See Annex I.A. of the EU SCCs herein
Key Contact	Full Name (optional): eBay Job Title: Data Protection Officer Contact details including email: https://www.ebayinc.com/company/privacy-center/privacy-notice/data-protection-officer-contacts/	Full Name (optional): See Annex IA Job Title: See Annex I.A. of the EU SCCs herein Contact details including email: See Annex I.A. of the EU SCCs herein

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:
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			Date: 19 July 2021 Reference (if any): Other identifier (if any): Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:			
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

Table 3: Appendix Information

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

Annex 1A: List of Parties:

Annex 1B: Description of Transfer:

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved	Which Parties may end this Addendum as set out in Section Error! Reference source not found. :
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Addendum changes	<input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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ii. **Part 2: Mandatory Clauses**

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section Error! Reference source not found. of those Mandatory Clauses.
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