

eBay Controller to Processor Data Processing Addendum

This (Controller to Processor) 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 3, and the entity that signed the Agreement (“Supplier” or “Processor”), 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 Supplier is handled in a manner that is secure and otherwise in accordance with terms of the Agreement, this Addendum, and Applicable Data Protection Laws. 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

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity. **“Control,”** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“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protection, and/or the Processing of eBay Personal Data, in any relevant jurisdiction, each as amended, replaced or superseded from time to time, including but not limited to the Regulation (EU) 2016/679 (“the EU GDPR”), and the California Consumer Privacy Act of 2018, as amended by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. Jurisdictional-specific Applicable Data Protection Laws are outlined in the respective jurisdictions as outlined in this Addendum.

“Authorized Persons” means Supplier’s employees, officers, partners, principals, contractors, sub-contractors, Sub-Processors, or other agents who Process eBay Personal Data.

“Business Purpose”, or **“Processing Purpose”** means the use of Data Subject’s Personal Data for eBay’s operational purposes, or other notified purposes, or for the Supplier’s 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.

“Consumer” means a natural person who is a California resident, however identified, including by any unique identifier.

“Controller” means the natural or legal person that alone or jointly with others determines the purposes and means of the Processing of Personal Data. Controller shall have the same meaning as **“Business”** under the CCPA.

“Data Subject” means the identified or identifiable person to whom Personal Data relates. For purposes of U.S. data processing activities, Data Subject shall have the same meaning as **“Consumer”** under the CCPA.

“Deidentified” means information that cannot reasonably be used to infer information about a Consumer.

“eBay Personal Data” includes Personal Data, transactional data, and any reports, analyses, compilations, studies, or other documents that contain or otherwise reflect any of the foregoing. However, for purposes of this addendum, it is limited to Personal Data provided by eBay to Supplier in connection with the provision of the Services, 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.

“Personal Data” or **“Personal Information”** are used interchangeably in this Addendum. They have the meaning 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.

“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.

“Processor” means the natural or legal person that Processes eBay Personal Data on behalf of eBay, and which receives from or on behalf of eBay a Data Subject’s Personal Data for a Business or Processing Purpose pursuant to a written contract. For the avoidance of doubt, the term Processor shall also include “Service Provider” and “Contractor” as the terms are defined by Applicable Data Protection Laws in the U.S.

“Regulator” means any entity which has jurisdiction to enforce the Parties’ compliance with the Applicable Data Protection Laws.

“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 that has not been issued an adequacy determination 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 other 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.

“Security Incident” means a known or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, eBay Personal Data transmitted, stored or otherwise Processed pursuant to the Agreement and this Addendum.

“Sell” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an eBay Personal Data by Supplier to a third party for monetary or other valuable consideration.

“Sensitive Data” or “Sensitive 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 .

“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.

“Share” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, eBay Personal Data by Vendor to a third party for cross-context behavioral advertising, whether

or not for monetary or other valuable consideration, including transactions between Vendor and a third party for cross-context behavioral advertising for the benefit of Vendor in which no money is exchanged as set forth under CCPA, as amended by the CPRA.

“Sub-Processor” is the natural or legal person that Processes eBay Personal Data on behalf of the Processor and which receives from or on behalf of the Processor, a Data Subject’s Personal Data.

Terms such as **“Data Protection Officer”**, **“Data Breach”**, **“Sensitive Data”**, and **“Sensitive Personal Information”** shall have the meaning ascribed to them in the Applicable Data Protection Laws if the jurisdictional definition differs from what has been ascribed in the Definition section of this Addendum.

2. Roles of the Parties

The Parties acknowledge that for the purposes of Applicable Data Protection Laws and this Addendum, eBay shall have exclusive authority to determine purposes for and means of Processing eBay Personal Data as the Controller. Supplier is the Processor, or a “service provider” or a “contactor” under California Law, with respect to eBay Personal Data and shall Process eBay Personal Data only on behalf of, and for the benefit of eBay in accordance with the terms of the Agreement and this Addendum. All obligations contained in this Addendum shall apply to any Supplier Affiliate who Processes eBay Personal Data under the Agreement. Supplier understands and certifies its compliance with obligations and restrictions imposed on it by Applicable Data Protection Laws in its Processing of eBay Personal Data.

3. Data Processing Details

Supplier represents, warrants, agrees that:

- 3.1. **Processing eBay Personal Data.** It shall Process eBay Personal Data only to the extent, and in such a manner, as is necessary for the purposes of fulfilling its obligations under and for the specific Business Purposes set forth in the Agreement and eBay’s documented instructions. Any eBay Personal Data will at all times be and remain the sole property of eBay and Supplier will not have or obtain any rights therein, except as may otherwise be agreed to by the parties. For the avoidance of doubt, this Addendum, together with the Agreement and any Order Forms, change orders, or other written directives from eBay, shall constitute all of eBay’s documented instructions.
- 3.2. **Processing Sensitive Data.** If Supplier processes any Sensitive Data Supplier shall comply with all instructions relating to such Sensitive Data that may be provided by eBay to Supplier or obtained by Supplier on behalf of eBay and putting into place additional precautions and security safeguards for the Processing of Sensitive Data.
- 3.3. **Compliance with Applicable Law.** Nothing in the Applicable Data Protection Laws prevents it from performing its obligations as described in this Addendum. Supplier shall promptly inform eBay if, in its opinion, it is unable to execute a Processing instruction due to a conflict with Applicable Data Protection Laws. Both Parties shall cooperate in good faith to resolve the conflict to achieve the goals of such instruction.

3.4. Pursuant to United States 28 CFR part 202

- 3.4.1. 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.
- 3.4.2. It 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:
 - 3.4.2.1. 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;
 - 3.4.2.2. 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.
- 3.4.3. 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.
- 3.5. **Supplier's Use of eBay Personal Data.** Supplier shall take reasonable actions to assist eBay in ensuring that the Supplier's use of eBay Personal Data is consistent with the obligations under Applicable Data Protection Laws and the terms of this Addendum.
- 3.6. **Supplier's Failure to Meet Obligations.** Supplier shall notify eBay immediately if it determines that it can no longer meet its obligations under Applicable Data Protection Laws or this Addendum. Upon such notification, eBay shall have the right to take reasonable actions to stop and remediate the Supplier's unauthorized use of eBay Personal Data.
- 3.7. **Disclosure to Third Parties.** Supplier shall not disclose, release, transfer, make available or otherwise communicate any eBay Personal Data to any third party in any circumstances other than in compliance with eBay's documented instructions, or otherwise as permitted by Applicable Data Protection Laws, in which case Supplier shall (to the extent permitted by law) notify eBay in writing and liaise with eBay before complying with such disclosure request. Supplier shall immediately notify eBay in writing upon receipt of an order, demand, or document purporting to request, demand or compel the production of eBay Personal Data to any third party, unless Supplier is prohibited to notify eBay pursuant to applicable law. Supplier shall not disclose eBay Personal Data to the third party without providing eBay at least forty-eight (48) hours' notice, so that eBay may exercise such rights as it may have under applicable law preventing or limiting such disclosure, unless

stipulated otherwise by said applicable law. Notwithstanding the foregoing, Supplier shall exercise reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of eBay Personal Data. Additionally, Supplier shall cooperate with eBay with respect to any action taken pursuant to such order, demand, or other document request, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to eBay Personal Data.

- 3.8. **Confidentiality.** Supplier shall take reasonable steps to ensure that access to eBay Personal Data is limited to Supplier's employees, agents, and subcontractors who (i) have a need to know or otherwise access eBay Personal Data to enable Supplier to perform its obligations under the Agreement and this Addendum, (ii) are bound in writing by confidentiality obligations sufficient to protect the confidentiality of eBay Personal Data in accordance with the terms of the Agreement and this Addendum, and (iii) have completed adequate and appropriate privacy and data security training prior to accessing eBay Personal Data. Supplier shall ensure that all persons granted access to eBay Personal Data shall be subject to a strict duty of confidentiality (whether a contractual duty, a statutory duty, or a condition of employment) and Processor shall not permit any person to Process eBay Personal Data who is not under such a duty of confidentiality. Supplier accepts responsibility for any breach of this Addendum caused by the act, error or omission of an Authorized Person.
- 3.9. **Data Subject Requests.** Supplier shall promptly notify eBay of any request it receives from a Data Subject located in the respective jurisdiction(s) for which the Agreement applies concerning the exercise of any rights related to Personal Data provided to Data Subject under Applicable Data Protection Laws ("Data Subject Requests"). Supplier shall provide eBay with reasonable assistance to ensure that eBay is able to comply with its obligations concerning any Data Subject Requests, including maintaining the ability to and facilitating eBay's fulfillment of a Data Subject Request (i.e., implementing the technical, organizational and administrative measures necessary to facilitate the access, deletion, modification, or confirmation of Personal Data under Applicable Data Protection Laws).
- 3.10. **Regulator Requests.** Supplier shall assist eBay in addressing any communications and abiding by any advice or orders from any Regulator empowered to enforce Applicable Data Protection Laws ("Regulator Requests").
- 3.11. **Deidentified Information.** Supplier represents and warrants that to the extent it receives Deidentified Information it shall: (i) take reasonable measures to prevent the reidentification of the Data Subject; (ii) not attempt to reidentify the deidentified information unless required to do so to determine whether the Supplier deidentification processes satisfy the requirements of Applicable Data Protection Laws; and (iii) maintain and use the Deidentified Information in deidentified form.
- 3.12. **Notifying a Regulator.** If required by Applicable Data Protection Laws, Supplier shall notify the competent Regulator of Supplier's data processing activities and shall provide eBay with the registration number and all other relevant information and documentation upon request. Supplier shall maintain this registration, and where necessary, renew it during the term of the Addendum. Any changes to Supplier's status in this respect shall be notified to eBay immediately.

4. Sub-Processors

- 4.1. **Processor's Obligation:** Supplier shall make available to eBay, in Appendix 3 of this Addendum and no later than the Effective Date of the Agreement, an updated list of Sub-Processors with the identities of those Sub-Processors, their services, their country of location, and the legal transfer mechanism required for such transfers.
- 4.2. Supplier's obligations under the Addendum shall apply to any Sub-Processor as set forth in this Addendum. Where Supplier engages a Sub-Processor, equivalent data protection obligations as set out in this Addendum shall be imposed on that Sub-Processor by way of a contract or other legal act under Applicable Data Protection Laws. In particular, and where requested by eBay, Sub-Processor shall provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of this Addendum or Applicable Data Protection Laws.
- 4.3. Where Supplier engages a Sub-Processor to process eBay Personal Data, Supplier shall conduct reasonable diligence on such Sub-Processor to attain reasonable assurance that such Sub-Processor can comply with its obligations under Applicable Data Protection Laws. Proof that Supplier has complied with its obligation to provide for sufficient guarantees via a Sub-Processor (commercially sensitive terms may be redacted) shall be provided to eBay upon request.
- 4.4. In the event that eBay reasonably believes a Sub-Processor processes eBay Personal Data without having provided sufficient guarantees as stipulated above, eBay will inform Supplier and the Parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction.
- 4.5. Supplier must restrict through technical and organizational measures any Sub-Processor's access to eBay Personal Data to that extent which is strictly necessary to perform its subcontracted processing services to eBay via the Supplier. Additionally, Supplier shall prohibit the Sub-Processor from processing eBay Personal Data for any other purpose. Supplier shall remain fully liable to eBay for the performance of Sub-Processor's obligations where Sub-Processor fails to fulfil its data protection obligations as set forth herein.
- 4.6. Supplier shall also be fully liable for the acts and omissions of its Sub-Processors to the same extent that Supplier would be liable if performing the services of each Sub-Processor directly under the terms of the Agreement and this Addendum.
- 4.7. eBay grants Supplier a general authorization to transfer eBay Personal Data to a new Sub-Processor provided that Supplier notifies eBay via email at ebay-privacy-dpa@ebay.com, or via web form at <https://www.ebayinc.com/company/privacy-center/privacy-contact/> that a new Sub-Processor has been acquired. eBay may nevertheless object to Supplier's use of a new Sub-Processor by notifying Supplier in writing within ten (10) business days after receipt of such notice. In the event eBay objects to a new Sub-Processor, Supplier shall use reasonable efforts to make available to eBay a change in the Services or recommend a commercially reasonable alternative to eBay within thirty (30) days of eBay's written notice of objection. If Supplier is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, eBay may

terminate the Agreement by providing written notice to Supplier. eBay may elect to suspend or terminate the Agreement without penalty and shall receive a prorated refund of any prepaid fees for the period following such termination.

5. Deletion or Return of eBay Personal Data.

- 5.1. At the choice of eBay, and where applicable, Supplier shall delete or return eBay Personal Data after the end of the term specified in Appendix 1.5.

6. Information Rights and Audits

- 6.1. Upon eBay's request, Supplier shall provide eBay with reasonable assistance required for eBay to demonstrate and ensure compliance with its obligations under Applicable Data Protection Laws, including but not limited to, providing reasonable assistance with any data protection impact assessments or other assessment or measure arising from a Regulator Request.
- 6.2. Supplier shall, in accordance with Applicable Data Protection Laws, make available to eBay such information in Supplier's possession or control as eBay may reasonably request to demonstrate Supplier's compliance with the obligations of Processor under Applicable Data Protection Laws in relation to its Processing of eBay Personal Data. Subject to obligations of confidentiality, Supplier shall make available to eBay its most recent relevant audit report and/or other documentation reasonably required by eBay so that eBay may verify Supplier's compliance with the Agreement and this Addendum.
- 6.3. Should eBay consider such reports as insufficient to verify Supplier's compliance with its obligations under the Agreement and this Addendum, eBay may request an audit of Supplier's compliance with the Agreement and this EEA/UK Addendum. eBay may not exercise its audit rights more than once in any twelve (12) calendar month period, except (a) if and when required by instruction of a Regulator; or (b) eBay believes a further audit is necessary due to a Security Incident. The audit shall be conducted by an independent third party ("Auditor") reasonably acceptable to Supplier. Prior to the start of an audit, the Parties shall agree to reasonable time, duration, place and manner for the audit. Audits under this section shall exclude physical access to the services and locations of Supplier's third party providers.

7. Security Incidents

- 7.1. In the event of an a Security Incident impacting eBay Personal Data or any system which houses eBay Personal Data, Supplier shall (i) notify eBay without undue delay but no later than seventy-two (72) hours after Supplier substantiates such Security Incident, including incidents arising at a Sub-Processor ; (ii) provide eBay with sufficient details of the Security Incident to allow eBay to meet any obligations under Applicable Data Protection Laws to report or inform Data Subjects or relevant regulatory authorities of the Security Incident; and (iii) cooperate, and require any Sub-Processor to cooperate with eBay in the investigation, mitigation, and remediation of any such Security Incident. Supplier may provide notice to eBay via one of the following methods: by email at ebay-privacy-dpa@ebay.com, or via web form at <https://www.ebayinc.com/company/privacy->

center/privacy-contact/ or by directly contacting the eBay point of contact managing the relationship between eBay and Supplier.

- 7.2. Supplier's notification of the Security Incident to eBay, to the extent known, shall include: (i) the nature of the Security Incident; (ii) the date and time upon which the Security Incident took place and was discovered; (iii) the number of Data Subjects affected by the Security Incident; (iv) the categories of eBay Personal Data involved; (v) remediation measures – such as encryption, or other technical or organizational measures – that were taken to address the breach, including measures to mitigate the possible adverse effects; and (vi) a description of the likely consequences of the Security Incident.
- 7.3. Supplier shall make no public announcement or communications to any third party regarding such Security Incident without eBay's prior written approval, unless such communication is required by Applicable Data Protection Laws.
- 7.4. Subject to the limitations of liability in the Agreement, to the extent the Security Incident is related to Supplier's acts, omissions or negligence, Supplier's breach of the Agreement, this Addendum, or Applicable Data Protection Laws, Supplier shall be solely responsible for the costs and expenses of all Remediation Measures and all claims arising out of or resulting from such acts, omissions or negligence.

8. General Terms

- 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 - Basic Nature and Scope of Personal Data Processing

This Appendix 1 must be completed by the Processor: Please provide as much detail as possible. Enter N/A if not applicable.

This Appendix forms part of the Addendum and describes the basic nature and scope of Personal Data processing carried out by Supplier on behalf of eBay under and/or in connection with the Agreement.

1. **Purpose(s)** for which Supplier will process Personal Data: (e.g., marketing measures, tracking/targeting services, credit checks, identity checks, maintenance services, etc.)
 - _____
2. **Categories of Personal Data** that may be accessed and/or will be processed pursuant to the Agreement: (e.g., names, address, government issued identification number (SSN), date of birth, IP address, email address, telephone number, device ID, etc.)
 - _____
3. **Special categories of Personal Data** that may be accessed and/or will be processed pursuant to the Agreement: (e.g., racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, 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)
 - _____
4. **Categories of data subjects** whose Personal Data may be accessed and/or will be processed pursuant to the Agreement: (e.g., employees or users, customers, suppliers)
 - _____
5. **Retention Period:** The period for which the personal data will be retained (*if exceeding the term of the Agreement*):
 - Term of the Agreement + _____ year(s).
6. Which eBay websites, applications, services, products or tools are in **scope of Services** pursuant to the Agreement?
 - _____
7. **Processing locations** Personal Data will be processed by Supplier pursuant to the Agreement in the following jurisdictions:
 - _____

8. **How will eBay Personal Data be exchanged with, or collected by Supplier:** (e.g., API, file transfer, electronic messaging, physical collection, website, etc.)
 - _____
9. **Technical and organizational data protection measures** taken by Supplier include the eBay Information Security Requirements Addendum (“ISR”) terms satisfy attached to this Agreement. For engagements subject to restricted transfers to inadequate jurisdictions pursuant to the GDPR, of EU personal data, Annex II of the SCCs (Appendix 4 Subsection I) shall apply.)
10. **Specify how Supplier can intake requests from eBay relating to data subjects’ rights:** (Examples: Data subject requests regarding the right to be forgotten can be transferred via an automated API endpoint [provide details]; Data subject requests for access can be submitted via the following online form, e-mail address [provide link or address]):
 - _____

Appendix 2 – Authorized Subprocessor List

- [OPTION 1:] The Processor has published a list of subprocessors on its website located at: [INSERT URL HERE], which contains the following subprocessors as of the date of execution of the Agreement to which this DPA is attached:
 - [INSERT LIST OF SUBPROCESSORS HERE]
- [OPTION 2, ALTERNATIVE LANGUAGE:] List authorized Sub-Processors and country of processing with exact company name, legal form, address and scope of sub-processing here, if any.]
 - [INSERT LIST OF SUBPROCESSORS HERE]

APPENDIX 3 – 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.

#	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 GmbH	Albert-Einstein-Ring 2-6, 14532 Kleinmachnow, Germany	User data HR data	EU
2	eBay (UK) Limited	1 More London Place, London, SE1 2AF, United Kingdom	User data HR data	UK
3	eBay Inc.	2025 Hamilton Avenue, San Jose, CA 95125, USA	User data HR data	USA
4	eBay Canada Limited	240 Richmond Street West, 2nd Floor Suite 02-	User data HR data	Canada

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
		100 Toronto, Ontario, M5V 1V6, Canada		
5	eBay Singapore Services Private Limited	10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315	User data HR data	India
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 HR data	USA, rest of world
8	eBay S.à r.l.	22-24 Boulevard Royal, L-2449 Luxembourg	Payment data HR data	EEA countries (except Iceland) or Switzerland
9	eBay Commerce UK Ltd	1 More London Place, London SE1 2AF, United Kingdom	Payment data HR data	UK, Jersey, Guernsey, Gibraltar
10	eBay Commerce Canada Limited	44 Chipman Hill, Suite 1000, Saint John NB E2L 2A9, Canada	Payment data HR data	Canada
11	eBay Commerce Australia Pty. Ltd.	Level 18, 1 York Street, Sydney NSW 2000, Australia	Payment data HR data	Australia
12	eBay Services S.à r.l.	22-24 Boulevard Royal, 5th 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

#	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
14	eBay Group Services GmbH	Albert-Einstein-Ring 2-6, 14532, Kleinmachnow, Germany	HR data	N/A
15	eBay International Management B.V.	Germany Wibastraat 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
18	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 - 9th floor, 28046 Madrid, Spain	HR data	N/A
22	eBay Czech Republic s.r.o.	Nile House, Karolinska 654/2, Prague 8, Karlin, Prague 186 00, Czech Republic	HR data	N/A

Appendix 4 – Additional Regional Privacy Provisions

In addition to the terms set forth in this Addendum, the following Regional Privacy Provisions shall apply to the Supplier's Processing of eBay Personal Data in the regions outlined below.

EEA, Switzerland, and the United Kingdom

E1. INTERNATIONAL DATA TRANSFERS

- E1.1. To the extent eBay's use of the Services involves a Restricted Transfer of eBay Personal Data, the terms set forth in Appendix 4 (Cross Border Transfer Mechanisms) shall apply. In the event of any conflict or in-consistency exists between this Addendum and the terms set forth in Appendix 4, in relation to Personal Data collected from individuals while they were located in the EEA, Switzerland or the United Kingdom, the terms in Appendix 4 shall apply.
- E1.2. Insofar as the Agreement involves the transfer of eBay Personal Data from any jurisdiction where GDPR and/or UK GDPR, requires that additional steps, or safeguards, be imposed before eBay Personal Data can be transferred to a second jurisdiction, Supplier agrees to cooperate with eBay to take appropriate steps to comply with GDPR and/or UK GDPR.

United States

U1. Prohibited Use of eBay Personal Data.

Except as specifically permitted by Applicable Data Protection Laws, Supplier shall not:

- U1.1 Share, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, eBay Personal Data to another person or entity for: (a) monetary or other valuable consideration; or (b) cross-contextual behavioral advertising for either monetary or non-monetary benefits.
- U1.2 Retain, use, process, or disclose eBay Personal Data outside of the direct business relationship between eBay and Supplier under the Agreement, or for any business purpose other than for the specific business purpose as outlined in the Agreement or as otherwise permitted by this Addendum or under Applicable Data Protection Laws.
- U1.3 Combine eBay Personal Data received from or on behalf of eBay with Personal Data received from or on behalf of any person or collected from Supplier own interaction with a Data Subject or another person or entity.

Australia

A1. Definitions

- A1.1. **"Applicable Data Protection Laws"** means any and all Commonwealth, State and Territory laws and regulations of Australia, related to privacy, security, data protection, and/or the Processing of eBay Personal Data, each as amended, replaced or superseded from time to time, including but not limited to (i) the Australia Privacy Act of 1988 (Privacy Act); and (ii) the Australia Privacy Principles that form part of the Australia Privacy Act of 1988.

- A1.2. Terms such as **“APP Entity”**, **“Sensitive Personal Information”**, **“Sensitive Information”** shall have the meaning ascribed to them in the Applicable Data Protection Laws.

A2. International Provisions

- A2.1. To the extent the Supplier’s provision of Services to eBay involves a transfer of eBay Personal Data originating from Australia to another jurisdiction for further processing, Supplier shall take such steps as are reasonable in the circumstances to ensure that transfer does not breach Applicable Data Protection Laws.
- A2.2. To the extent the Applicable Data Protection Laws requires additional steps or safeguards be imposed before the data can be transferred to another jurisdiction for further processing, Supplier agrees to cooperate with eBay to take appropriate steps to comply with Applicable Data Protection Laws.

Canada

C1. Definitions

- C1.1 **“Applicable Data Protection Laws”** means any and all federal and provincial and territorial laws and regulations of Canada, related to privacy, security, data protection, and/or the Processing of eBay Personal Data, each as amended, replaced or superseded from time to time, including but not limited to (i) the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 (**“PIPEDA”**); (ii) Canada’s Anti-Spam Legislation (**“CASL”**) (ii) the Act respecting the protection of personal information in the private sector of Quebec, CQLR c P-39.1, as amended; (iii) the Personal Information Protection Act of British Columbia, SBC 2003, c 63; and (iv) the Personal Information Protection Act of Alberta, SA 2003, c P-6.5.
- C1.2 **“Processing Purpose”** means the use of Data Subject’s Personal Data for eBay’s operational purposes, or other notified purposes, or for the Supplier’s operational purposes, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, managing, storing, adapting, altering, modifying, retrieving, consulting, using, de-identifying, pseudonymizing, anonymizing, disclosing, deleting or destroying the data 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.
- C1.3 **“Controller”** means organizations that alone or jointly with others determines the purposes and means of the Processing of Personal Data, and in control of, and accountable for, compliance with privacy law requirements.
- C1.4 **“Sensitive Information”** means Personal Data that include health (i.e., medical records), financial (i.e., income records), sexual practices and preferences, ethnicity, political communication or affiliations, and other data that affect an individual’s reputation (i.e., credit worthiness), or may become sensitive

information when combined with other information, that due to its nature or the context of its communication entails a high level of reasonable expectation of privacy and require a higher degree of privacy and technical protections including data subject's express consent.

C2. Authority to Process eBay Personal Data

- C2.1 Supplier shall not send any commercial electronic messages ("CEMs"), as such term is defined under Canada's Anti-Spam Legislation (Statutes of Canada 2010, c 23) and its associated regulations (collectively, "CASL"), on behalf of Company, or cause or permit the sending of CEMs on behalf of Company, or otherwise in connection with the EULA or Services Agreement without the prior written consent of Company or as otherwise agreed to or in accordance with the EULA or Services Agreement. If Company provides consent, Service Provider represents, warrants and agrees that it fully complies, and will cause any of its permitted Subprocessors or agents to fully comply, with all applicable consent, notice, unsubscribe and other requirements under CASL.

C3. International Provision

- C3.1 To the extent the Supplier's provision of Services to eBay involves a transfer of eBay Personal Data originating from the province of Alberta, British Columbia, and Quebec to another province in Canada, or other jurisdictions for further processing, Supplier shall not transfer, or participate in any such transfer without the prior written consent of eBay. To the extent eBay consents to such transfer, Supplier shall take reasonable steps under the circumstances to ensure that transfer does not breach Applicable Data Protection Laws, including but not limited to, assist eBay in obtaining additional consent from Data Subject for the transfer, providing necessary information to eBay so that eBay may complete privacy impact assessments.
- C3.2 To the extent the Applicable Data Protection Laws requires additional steps or safeguards be imposed before the data can be transferred to another jurisdiction for further processing, Supplier agrees to cooperate with eBay to take appropriate steps to comply with Applicable Data Protection Laws.

India

I1. Definitions

- I1.1 **"Applicable Data Protection Laws"** means any and all laws, regulations and ordinances, related to privacy, security, data protection, and/or the Processing of eBay Personal Data, each as amended, replaced or superseded from time to time, including but not limited to, the Digital Personal Data Protection Act (No. 22 of 2023).
- I1.2 **"Controller"** means any person alone or jointly with others determines the purposes and means of the Processing of Personal Data. The definition of "Controller" includes "Data Fiduciary" as defined under Applicable Data Protection Laws.

12. eBay Companies Acting as Controllers

The listed eBay group companies below may act as Controller for all India-based eBay Personal Data Processing activities under this Addendum. 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 India Addendum regarding the personal data it processes. Please see Appendix 2 (APPENDIX 2 – eBay Controller Entities) for details regarding Processing user data, payment data, and HR data.

#	Name of eBay legal entity incl. legal form	Registered address	Type of personal data controlled ²	Controller for users (eBay platform services) or sellers (eBay payments services) in
1	eBay Singapore Services Private Limited	10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315	User data HR data	India
2			Payment data	

Japan

J1. Definitions

J1.1 “**Applicable Data Protection Laws**” means any and all laws, regulations and ordinances, related to privacy, security, data protection, and/or the Processing of eBay Personal Data, each as amended, replaced or superseded from time to time, including but not limited to, the Act on the Protection of Personal Information Act (No. 37 of 2021).

J1.2 “**Business Operator**” (Kojin Joho Toriatsukai Jigyosha) means a business operator using a Personal Information database or the equivalent for business in Japan, as defined under Applicable Data Protection Laws.

J1.3 Terms such as “**Sensitive Personal Information**” shall have the meaning ascribed to them in the Applicable Data Protection Laws.

J2. eBay Companies Acting as Controllers

The listed eBay group companies below may act as Controller for all Japan-based eBay Personal Data Processing activities under this Addendum. 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 India Addendum regarding the personal data it processes. Please see Appendix 2 (APPENDIX 2 – eBay Controller Entities) for details regarding Processing user data, payment data, and HR data.

#	Name of eBay legal entity incl. legal form	Registered address	Type of personal data controlled ³	Controller for users (eBay platform services) or sellers (eBay payments services) in
1	eBay Marketplaces GmbH	Helvetiastrasse 15/17, 3005 Bern, Switzerland	User data HR data	Japan
2	eBay Commerce Japan Pty. Ltd.	Level 18, 1 York Street, Sydney NSW 2000, Japan	Payment data	Japan

New Zealand

NZ1. Definitions

NZ1.1 **“Applicable Data Protection Laws”** means any and all New Zealand federal and provincial laws and regulations, related to privacy, security, data protection, and/or the Processing of eBay Personal Data, each as amended, replaced or superseded from time to time, including but not limited to (i) the Privacy Act of 2020, and (ii) the Information Privacy Principles that forms part of the Privacy Act of 2020.

NZ1.2 **“Processing Purpose”** means the use of Data Subject’s Personal Data for eBay’s operational purposes, or other notified purposes, or for the Supplier’s 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.

NZ1.3 **“Sensitive Personal Information”** means Personal Data revealing Data Subject’s race, ethnicity, gender or sexual orientation, sex life, health, disability, age, religious, cultural or political beliefs, and membership of an advocacy group, trade union or political party, Personal Data concerning health, genetic,

biometric, and financial information, and Personal Data of children or young persons as prescribed under applicable laws.

NZ1.4 Terms such as “**Agency**”, “**Privacy Breach**”, “**Notifiable Privacy Breach**” shall have the meaning ascribed to them in the Applicable Data Protection Laws.

NZ2. Supplier Obligations

NZ2.1 **Privacy Officer.** Supplier shall appoint a Privacy Officer as required under Applicable Data Protection Laws, with responsibility for monitoring and ensuring Supplier’s compliance with the Agreement and this Addendum. The Privacy Officer shall cooperate with and provide all reasonable and timely assistance to eBay to enable eBay to (i) fulfill its legal obligations; (ii) formulate a correct response to Data Subject and Regulator requests involving eBay Personal Data; and (c) take suitable further steps in respect to any Security Incident, Data Subject Request, or any other correspondence, inquiry or complaint received from an individual, Regulator, court or other third party in connection with the Processing of eBay Personal Data.

NZ3. eBay Companies Acting as Controllers

The listed eBay group companies below may act as Controller for all New Zealand-based eBay Personal Data Processing activities under this Addendum. 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 India Addendum regarding the personal data it processes. Please see Appendix 2 (APPENDIX 2 – eBay Controller Entities) for details regarding Processing user data, payment data, and HR data.

#	Name of eBay legal entity incl. legal form	Registered address	Type of personal data controlled ⁴	Controller for users (eBay platform services) or sellers (eBay payments services) in
1	eBay Marketplaces GmbH	Helvetiastrasse 15/17, 3005 Bern, Switzerland	User data HR data	New Zealand

Appendix 5 – Cross-Border Transfer Mechanism

1. Definitions

- a. “**EC**” means the European Commission.
- b. “**EEA**” means the European Economic Area.
- c. “**EEA Data**” means eBay Personal Data collected from data subjects when they are located in the EEA.
- 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 collected from data subjects when they are located in Switzerland.
- f. “**UK Data**” means eBay Personal Data collected from data subjects when they are located in the United Kingdom.

2. Cross Border Data Transfer Mechanisms

- a. **Written Consent.** Supplier shall not transfer, or participate in any transfer of EEA Data, UK Data or Swiss Data to any other jurisdiction without the prior written consent of eBay. To the extent eBay consents to such transfer, Supplier represents and warrants that any onward transfer of EEA Personal Data, UK Personal Data or Swiss Personal Data to a country that is not recognized by the European Commission as providing as adequate level of protection for Personal Data, as described by the EU GDPR, the UK GDPR and the Swiss DPA, complies with applicable legal framework, to ensure the adequate level of security for the data transfer. Upon request, Supplier shall share with eBay copies of its contracts with such Sub-Processors.
- b. **EEA Data.** The parties agree that the Standard Contractual Clauses will apply to any Restricted Transfer of eBay Personal Data from the EEA or Switzerland, either directly or via onward transfer. To the extent there is any conflict between the DPA 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 Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:**
 - i. Module Two (Controller to Processor) of the Standard Contractual Clauses, with Annexes I through VI, will apply where eBay is a Controller of eBay Personal Data and Supplier is Processing eBay Personal Data. A copy of Module Two of the EU SCC can be found at: <https://ec.europa.eu/info/law/law-topic/data-protection/international->

- ii. For Module Two, where applicable, the Parties agree that the following terms apply:
- a) in Clause 7, the optional docking clause will not apply;
 - b) certification of deletion of eBay Personal Data that is described in Clause 8.5 of the Standard Contractual Clauses shall be provided by Supplier to eBay only upon eBay's request;
 - c) in Clause 9, Option 2 Use of Subprocessors shall apply and the "time period" for prior notice of Sub-Processor changes will be as set forth in this EEA/ UK Addendum;
 - d) in Clause 11(a), Redress the optional language will not apply;
 - e) in relation to Clause 13(a), see "i)" below;
 - f) in Clause 17 (Option 1), the Standard Contractual Clauses will be governed by the law of Germany;
 - g) in Clause 18(b) of the Standard Contractual Clauses, disputes will be resolved before the courts of Germany;
 - h) **Part A. LIST OF PARTIES (Annex 1.A. of the Standard Contractual Clauses)** of the Standard Contractual Clauses is deemed completed with information set forth below:
 - a. The data exporter(s) is/are the entities as identified in ANNEX IV that transfer(s) personal data to the data importer.
 - i. Name: All data exporters listed in ANNEX IV
 - ii. Address: See ANNEX IV
 - iii. Contact person's name, position and contact details: The name and position of the person signing the Agreement to which these clauses are attached.
 - iv. Contact: <https://www.ebayinc.com/company/privacy-center/privacy-notice/data-protection-officer-contacts>
 - v. Signature and date: The See the signature and date of signature of the Agreement to which these clauses are attached (the eBay Agreement Signatory has the power of attorney to sign for all data exporters listed in ANNEX IV.
 - vi. Role (controller/processor): Controller
 - b. Data importer(s):
 - i. Name: The Supplier named in the Agreement to which these Clauses are attached.
 - ii. Address: The address of the Supplier named in the Agreement to which these Clauses are attached.
 - iii. Contact person's name, position and contact details: The name, position, and contact details of the person signing the Agreement, on behalf of the Supplier, to which these Clauses are attached.

- iv. Activities relevant to the data transferred under these Clauses: Fulfilment of the services subject to the Agreement to which these Clauses are attached.
 - v. Signature and date: These Clauses are governed by the Agreement to which these Clauses are attached. The signatures on the Agreement are hereby incorporated by reference and shall apply to these Clauses as if they were directly executed herein. No additional signatures are required for the validity or enforceability of these Clauses.
 - vi. Role (controller/processor): Processor
- i) **Part B. DESCRIPTION OF TRANSFER (Annex 1.B. of the Standard Contractual Clauses)**
- a. *Categories of data subjects whose personal data is transferred*
 - i. See Appendix 1 of the DPA.
 - b. *Categories of personal data transferred*
 - i. See Appendix 1 of the DPA.
 - c. *Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*
 - i. See Appendix 1 of the DPA.
 - d. *The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*
 - i. ☐ One-off transfer ☒ Transfer on a continuous basis
 - e. *Nature of the processing*
 - i. See Appendix 1 of the DPA.
 - f. *Purpose(s) of the data transfer and further processing*
 - i. To fulfill the purposes of the Agreement to which these clauses are attached.
 - g. *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*
 - i. See Appendix 1 of the DPA.
 - h. *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

i. See Appendix 1 of the DPA.

j) **Part C. COMPETENT SUPERVISORY AUTHORITY (Annex 1.C. of the Standard Contractual Clauses)** depending on the specific service(s) affected as well as the data exporter(s) involved, the competent authority is the following:

a. eBay Marketplace Services:

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. eBay Payment Services:

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**

See Information Security Requirements Addendum attached to the Agreement and incorporated into this Annex II by reference.

l) **ANNEX III, LIST OF SUB-PROCESSORS.** Annex 3 of the Standard Contractual Clauses references **Appendix 3 of the DPA.**

(See Appendix 3 of the DPA)

m) **ANNEX IV, DATA EXPORTER.** The following entities may act as data exporters under these Clauses, as applicable:

- a. Role of the data exporter/s: Controller
- b. 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.	Wibaustraat 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 Vuailat Directeur General eBay France SAS
13.	eBay France SAS	21, rue de la Banque, 75002, Paris, France	Nathalie Vuailat 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, Karlin, Prague 186 00, Czech Republic	Sylke Maringer Director CM Business Operations and Operational Excellence

n) ANNEX V, ADDITIONAL SAFEGUARDS TO THE STANDARD CONTRACTUAL CLAUSES

(“SUPPLEMENTARY MEASURES”) are purposely omitted from this Addendum unless Sensitive Personal Data is included in the scope of processing as indicated by Appendix 1, item 3, whereby Annex V of Module Two SCCs is deemed incorporated into this Appendix by reference.

o) ANNEX VI , BASIS FOR TRANSFER IMPACT ASSESSMENT PURSUANT TO CLAUSE 14

OF THE CLAUSES. Pursuant to Clause 14(b), the Parties undertake to use the questionnaire provided by the data exporter to collect the relevant information as basis for conducting a Transfer Impact Assessment. The Parties’ warranty in accordance with Clause 14(a) is based on the information provided by the data

importer through the aforementioned questionnaire, as incorporated in this ANNEX VI.

- a. **THIS TIA QUESTIONNAIRE MUST BE FILLED OUT BY THE VENDOR AND RETURNED TO ebay-privacy-DPA@ebay.com. Vendor should complete the “Questions” tab by marking the desired answer choice by marking “Select” in Column D.**



(cont.) Appendix 5. Cross Border Data Transfer Mechanisms

(cont.) 2. Cross Border Data Transfer Mechanisms

- c. **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 herein in order to comply with Swiss legislation and thus be suitable for ensuring an adequate level of protection for data transfers from Switzerland to a third country in accordance with Article 6 paragraph 2 letter a of the Federal Act on Data Protection (“FADP”). To the extent there is any conflict between the EEA/ UK Addendum and this Section 2.c, 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 apply with the following amendments:
- i. For purposes of Annex I.C under Clause 13 of Standard Contractual Clauses insofar as the data transfer is governed by the Switzerland Federal Act on Data Protection of 19 June 1992 (SR 235.1; FADP) or the FADP’s revised 25 September 2020 version, the Supervisory Authority shall be Switzerland’s Federal Data Protection and Information Commissioner (FDPIC);
 - ii. 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 Standard Contractual Clauses. The Standard Contractual Clauses shall also protect the data of

Switzerland legal entities until the entry into force of the 25 September 2020 revised version of the Federal Act on Data Protection (revised FADP). Any references in the Standard Contractual Clauses to “Directive 95/46/EC” or “Regulation (EU) 2016/679” shall be interpreted as references to the Swiss DPA.

- d. **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 B1.0 issued by the ICO (“UK IDTA”), which can be found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>. To the extent there is any conflict between this EEA/ UK 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 EEA/ UK Addendum by this reference) and completed as follows:

i. **Part 1: Tables**

Table 1: Parties and Signatures.

Start date	Date of execution of the DPA to which this addendum is attached.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: eBay (UK) Ltd.</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 1 More London Place, London, SE1 2AF, United Kingdom</p> <p>Official registration number (if any) (company number or similar identifier):</p>	<p>Full legal name: See Annex I.A. of the EU SCCs herein</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): See Annex I.A. of the EU SCCs herein</p> <p>Official registration number (if any) (company number or similar identifier):</p>

Key Contact	Full Name (optional): Job Title: eBay 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
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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: 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: N/A
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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

Annex III: List of Sub processors (Modules 2 and 3 only)

Table 4: Ending this Addendum when the Approved Addendum Changes

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