

Data Processing Addendum

Notification of changes necessary to comply with the applicable law
9th December 2020

We are writing to confirm that as permitted by clause 8a) in the Data Processing Addendum (“DPA”), we are modifying and/or supplementing its terms as follows:

1. With immediate effect references in clause 5c) DPA and/or the Annexes DPA, to the EU- US Privacy Shield pursuant to Decision 2016/1250/EU as representing one of the approved mechanisms for Personal Data transfers from the EU, the European Economic Area (“EEA”) to the US, shall be deleted.
2. With effect from 1st January 2021 (the “Brexit Effective Date”), and subject to the Pre-conditions at 2.1 below becoming fully satisfied on such date, the Model Clauses (as such term is defined in clause 5c) DPA) pursuant to Decision 2010/87/EU shall be deemed incorporated into and hereby supplement the DPA as between Customers of Wolters Kluwer (UK) Limited located in EU/EEA (the Data Exporter(s)) and Wolters Kluwer (UK) Limited (the Data Importer). The Data Exporters’ continued use of the Data Importer’s products and services under the Services Agreement, following the Brexit Effective Date will constitute the Data Exporter’s acceptance of the Model Clauses which are deemed executed and part of the DPA.

2.1 Pre-conditions:

- 2.1.1 The UK becomes a Third Country (as such term is defined in the DPA);
 - 2.1.2 The European Commission has not issued an adequacy decision in respect of the UK (on the basis of its powers drawn from article 45 GDPR Transfers on the basis of an adequacy decision); and
 - 2.1.3 There is no other authorised/ approved/agreed lawful transfer of Personal Data from the EU/EEA to the UK that takes effect/becomes applicable as a matter of law.
3. Pursuant to clause 5b) DPA, the parties further acknowledge that, in accordance with the FAQ II.1 in Article 29 Working Party Paper WP 176 “FAQs in order to address some issues raised by the entry into force of the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC”, the Data Exporter may provide a general consent to onward sub-processing by the Data Importer. Accordingly, the Customer provides a general consent to Wolters Kluwer (UK) Limited, pursuant to Clause 11 of the Model Clauses, to engage onward sub-processors, subject to compliance with the requirements of clause 5 DPA.
 4. To the extent required, the Customer appoints Wolters Kluwer (UK) Limited as its agent for the purposes of entering into the Model Clauses with sub-processors on the Customer’s behalf (in its capacity as Data Exporter) for the purpose of Processing the Personal Data based on the Services Agreement, the DPA and as otherwise instructed.
 5. For the purposes of Clause 5(a) of the Model Clauses, Annexes 1 DPA shall be deemed an instruction by the Data Exporter to the Data Importer to Process Personal Data under the Services Agreement, the DPA and as otherwise instructed.
 6. For the purposes of the obligations in Clause 5(d)(ii) of the Model Clauses, the Data Exporter acknowledges the Data Importer’s obligations in clause 4(g)(v) DPA are applicable.
 7. For the purposes of the audits described in Clauses 5(f), 11(4) and 12(2) of the Model Clauses, the Data Exporter acknowledges the provisions of clause 4(f) DPA are applicable.
 8. In the case of conflict or ambiguity between the terms of any provision contained in the main body of the DPA and the Model Clause, the Model Clauses shall control.
 9. Effective from the Brexit Effective Date, references in Annexes 5 DPA to Sub-processors’ locations being in the EEA shall be read to mean EEA & UK.
 10. The DPA can be accessed at: <https://www.wolterskluwer.com/en-gb/solutions/software-tax-accounting/terms-conditions>, or https://www.cch.co.uk/software/support/2015/whats_new/GDPR/docs/GDPR_DPA_23052018.pdf

Yours faithfully,

Legal Dept.