

Seagull Scientific

Intra-group data sharing agreement

DATE

..... 2018

PARTIES

- (1) **SEAGULL SCIENTIFIC, INC** of 15325 SE 30th Place, Suite 100, Bellevue, WA 98007-6597, USA;
- (2) **SEAGULL SCIENTIFIC LATAM, INC** of 15325 SE 30th Place, Suite 100, Bellevue, WA 98007-6597, USA;
- (3) **SEAGULL SCIENTIFIC CHINA, INC** of 15325 SE 30th Place, Suite 100, Bellevue, WA 98007-6597, USA;
- (4) **SEAGULL SCIENTIFIC EUROPE, INC** of Paseo de la Castellana, 18, 5º A, 28046 Madrid, Spain;
- (5) **SEAGULL SCIENTIFIC ASIA-PACIFIC, INC** of 14F., No.39, Sec. 2, Dunhua South Rd., Daan District, Taipei City 106, Taiwan; and
- (6) **SEAGULL SCIENTIFIC CHINA, LTD** of Room 601-13, Block 1, MeiNian International Square, West Nanhai Avenue, Zhaoshang Jiedao, Nanshan District, Shenzhen, China.

BACKGROUND

- (A) The Parties are Affiliates; and the Parties share Personal Data in the course of the operation of their businesses.
- (B) The sharing of Personal Data is subject to data protection law (including the General Data Protection Regulation (EU) 2016/679); in particular, the transfer of Personal Data from a place within the European Economic Area to a place outside the European Economic Area is subject to legal restrictions.
- (C) To ensure the protection of Personal Data that is shared, and to ensure that the sharing and transfer of Personal Data between the Parties is lawful, the parties have entered into this intra-group data sharing agreement.

AGREEMENT

1. Definitions

1.1 In this Agreement:

"Accession Agreement" means an agreement between the Lead Party and an Additional Party under which, upon and from the date of execution that agreement, the Additional Party agrees to become a Party;

"Additional Party" means a person that becomes a Party after the Effective Date in accordance with Clause 4;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means this agreement including the Schedules, and any amendments to this Agreement from time to time;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to the Shared Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Data Provider" means, with respect to Shared Personal Data, a Party that transfers or makes available that Shared Personal Data to another Party or Parties;

"Data Recipient" means, with respect to Shared Personal Data, a Party that receives or accesses Shared Personal Data from a Data Provider;

"Effective Date" means the date of execution of this Agreement;

"Lead Party" means Seagull Scientific, Inc of 15325 SE 30th Place, Suite 100, Bellevue, WA 98007-6597, USA;

"Party" means a party to this Agreement from time to time;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in Spain from time to time;

"Schedule" means any schedule attached to the main body of this Agreement;

"Shared Personal Data" means any Personal Data that is disclosed or made available by one Party to the other or others, where both or all act as controllers with respect to that Personal Data, irrespective of whether the relevant Personal Data was disclosed before or after the Effective Date; this Shared Personal Data shall include Personal Data relating to employees, applicants for employment, individual subcontractors, supplier personnel, customer personnel and channel partner personnel;

"Sharing Parties" means, with respect to Shared Personal Data, the relevant Data Provider and Data Recipient; and

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 6 or any other provision of this Agreement.

3. Shared Personal Data

- 3.1 With respect to any transfer of Shared Personal Data by one Party to any other Party, Schedule 1 shall apply.
- 3.2 If:
 - (a) any transfer falling under Clause 3.1 is of Shared Personal Data which are undergoing processing or are intended for processing after transfer to a third country (within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679)); and
 - (b) that third country does not benefit from an adequacy decision by the European Commission,

the provisions of Schedule 2 shall also apply (providing that if there is a conflict between Schedules 1 and 2, the provisions of Schedule 2 shall take precedence).

4. Accession

- 4.1 The Parties shall admit any person who:
 - (a) becomes an Affiliate of the Lead Party after the Effective Date; and
 - (b) is or is likely to become a recipient of any Personal Data disclosed by any Party,as an Additional Party in accordance with this Clause 4, unless that person will act only as a processor with respect to the Personal Data.
- 4.2 Each Party, other than the Lead Party, irrevocably authorises the Lead Party to agree and execute Accession Agreements from time to time with Additional Parties. The authorisation given under this Clause 4.2 may not be withdrawn, revoked or qualified for so long as the authorising person remains a Party.
- 4.3 Upon the accession of an Additional Party, the Lead Party must notify all the other Parties of the accession in writing, providing a copy of the Accession Agreement.
- 4.4 The Parties acknowledge and agree that, upon and from the date of execution of the Accession Agreement:
 - (a) the Additional Party must perform the obligations of the Parties set out in this Agreement; and
 - (b) the Additional Party shall benefit from the rights of the Parties set out in this Agreement;

5. Withdrawal

- 5.1 Any Party, other than the Lead Party, may withdraw from this Agreement, by giving to:
- (a) the Lead Party; and
 - (b) all of the other Parties,
- at least 90 days' written notice of such withdrawal.
- 5.2 The Parties acknowledge and agree that, upon and from the date of effective withdrawal, the Party that has withdrawn shall cease to be a Party and shall cease to benefit from the rights of a Party under this Agreement.
- 5.3 Before the date of effective withdrawal, a withdrawing party must irrevocable delete from its computer systems and storage media all Shared Personal Data with respect to which that party is a Data Recipient.

6. Termination

- 6.1 The Lead Party may terminate this Agreement by giving to all of the other Parties at least 90 days' written notice of termination.
- 6.2 This Agreement may be terminated by the written agreement of all of the Parties.
- 6.3 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of the Parties.
- 6.4 The Parties acknowledge that the termination of this Agreement will not affect the application of clause VI(d) of the standard clauses set out in Schedule 2.

7. General

- 7.1 No breach of any provision of this Agreement shall be waived except with the express written consent each of the Parties not in breach.
- 7.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 7.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.
- 7.4 No Party may without the prior written consent of all of the other Parties assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

- 7.5 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 7.6 This Agreement shall constitute the entire agreement between the Parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.
- 7.7 This Agreement shall be governed by and construed in accordance with English law.
- 7.8 The courts of Spain shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

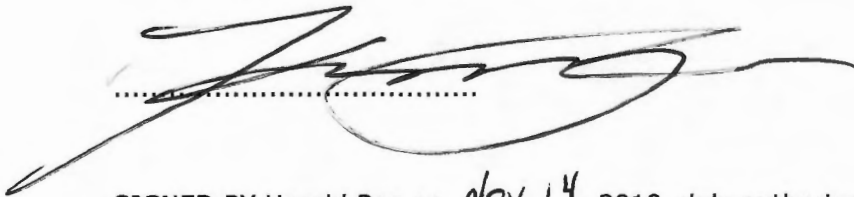
8. Changes to law

- 8.1 If any changes or prospective changes to the applicable law result or will result in any Party not complying with the applicable law in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

EXECUTION

The Parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY Harold Boe on *Nov. 14*, 2018, duly authorised as President and CEO for and on behalf of Seagull Scientific, Inc:



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SIGNED BY Harold Boe on *Nov. 14*, 2018, duly authorised as President and CEO for and on behalf of Seagull Scientific LATAM, Inc:



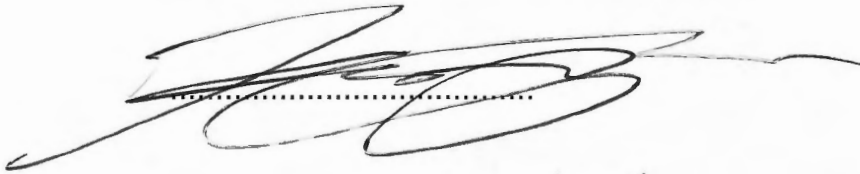
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SIGNED BY Harold Boe on *Nov. 14*, 2018, duly authorised as President and CEO for and on behalf of Seagull Scientific China, Inc:



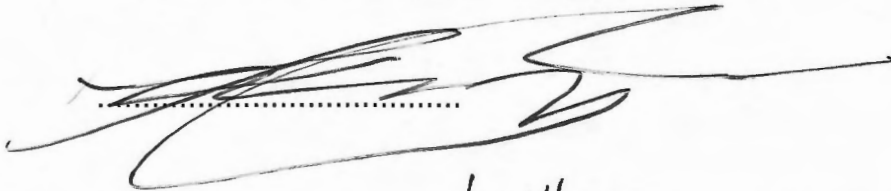
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SIGNED BY Harold Boe on *Nov. 14*, 2018, duly authorised as President and CEO
for and on behalf of Seagull Scientific Europe, Inc:



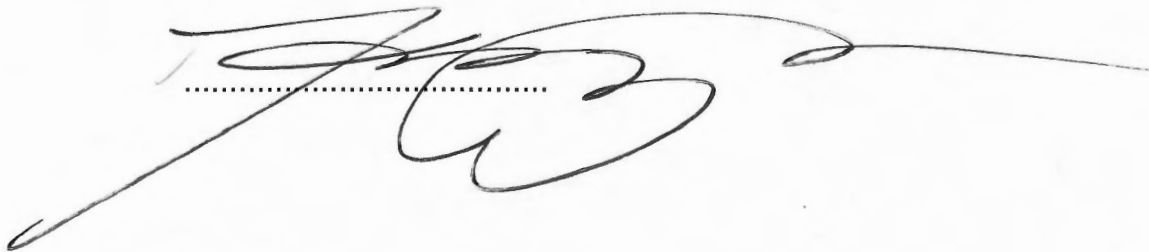
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SIGNED BY Harold Boe on *Nov. 14*, 2018, duly authorised as President and CEO
for and on behalf of Seagull Scientific Asia-Pacific, Inc:



A handwritten signature in black ink, similar in style to the first one, with a long horizontal stroke extending to the right. Below the signature is a horizontal dotted line.

SIGNED BY Harold Boe on *Nov. 14*, 2018, duly authorised as Executive Director
for and on behalf of Seagull Scientific China, Ltd:



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SCHEDULE 1 (TRANSFERS TO CONTROLLER)

1. Sharing Parties acting as controllers

- 1.1 The Sharing Parties acknowledge that each is an independent controller with respect to the Shared Personal Data and, accordingly, each Sharing Party shall determine the purposes and means of its own processing of the Shared Personal Data.

2. Compliance with Data Protection Laws

- 2.1 Each Sharing Party shall comply with the Data Protection Laws with respect to its own processing of the Shared Personal Data.

3. Shared Personal Data and supervisory authorities

- 3.1 If a Sharing Party receives a communication from a supervisory authority relating to the Shared Personal Data of the other Sharing Party, the Sharing Party in receipt of the communication shall promptly, to the extent permitted by applicable law and the relevant supervisory authority, send a copy of the content of the communication to the other Sharing Party.

- 3.2 Each Sharing Party shall provide to the other Sharing Party, at the request of the other Sharing Party, reasonable cooperation and assistance in relation to any complaint, investigation, communication or other action by a supervisory authority to the extent that it relates to that Sharing Party's:

- (a) disclosure of the Shared Personal Data to the other Sharing Party; or
- (b) processing of the Shared Personal Data.

4. Shared Personal Data and data subject rights

- 4.1 If a Sharing Party receives a communication from a data subject (including any exercise of the legal rights of the data subject) relating to the Shared Personal Data of the other Sharing Party, the Sharing Party in receipt of the communication shall promptly, to the extent permitted by applicable law, send a copy of the content of the communication to the other Sharing Party.

- 4.2 Each Sharing Party shall provide to the other Sharing Party, at the request of the other Party, reasonable cooperation and assistance in relation to any complaint or exercise of rights under the Data Protection Laws by a data subject which relates to the Shared Personal Data of the other Sharing Party.

5. Security of Shared Personal Data

- 5.1 Each Sharing Party shall implement and maintain appropriate technical and organisational security measures in relation to the processing of the Shared Personal Data of the other Sharing Party.

6. Data breaches involving Shared Personal Data

- 6.1 If a Sharing Party becomes aware of a Personal Data breach involving the Shared Personal Data of the other Sharing Party, it shall promptly notify the other Sharing Party in writing.
- 6.2 Each Sharing Party shall provide to the other Sharing Party, at the request of the other Sharing Party, reasonable cooperation and assistance in relation to any Personal Data breach which relates to the Shared Personal Data of the other Sharing Party.

SCHEDULE 2 (STANDARD CLAUSES FOR CONTROLLER-TO-CONTROLLER TRANSFERS)

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

the Data Provider (as defined above)

hereinafter "data exporter"

and

the Data Recipient (as defined above)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
- (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - (iii) the data processing principles set forth in Annex A.
- Data importer to indicate which option it selects:
- OPTION (III)
- Initials of data importer: ;
- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the

parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding

text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d)The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:

FOR DATA IMPORTER

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FOR DATA EXPORTER

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ANNEX A

DATA PROCESSING PRINCIPLES

1.Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. **Data quality and proportionality:** Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. **Transparency:** Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. **Security and confidentiality:** Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. **Rights of access, rectification, deletion and objection:** As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. **Sensitive data:** The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. **Data used for marketing purposes:** Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. **Automated decisions:** For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects

concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a)(i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

Data subjects

The personal data transferred concern the following categories of data subjects:

- Employees
- Freelance personnel
- Sub-contractor personnel
- Channel partner personnel
- Customer and prospective customer personnel
- Service provider personnel

Purposes of the transfer

The transfer is made for the following purposes:

- Operation and administration of the group members' businesses

Categories of data

The personal data transferred concern the following categories of data:

- Names
- Contact data
- Employment data
- Health and wellness data
- Financial data
- Tax data
- Pension data
- Insurance data
- Travel data
- Legal data
- Communications data

- Internet and system use data
- Account data
- Marketing data
- Lead and quotation data
- Order, invoice and contract data
- Shipping and delivery data

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients

- Seagull Scientific group members
- Channel partners
- Customers
- Hosting services providers
- Communications services providers
- Support services infrastructure providers
- Payments services providers
- Insurers
- Professional advisers

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

- Health and wellness data
- Health insurance data

Data protection registration information of data exporter (where applicable)

- Seagull Scientific Europe, Inc is registered with the UK Information Commissioner's Office (reference number ZA275056).

Additional useful information (storage limits and other relevant information)

- Additional limitations are set out in the intra-group data sharing agreement entered into by the parties.

Contact points for data protection enquiries

Data exporter

- Any of the parties to the Seagull intra-group data sharing agreement.

Data importer

- Any of the parties to the Seagull intra-group data sharing agreement.