



SCHEDULE 1: Data Protection Schedule

- 1.1 Both parties shall adhere to all applicable requirements of the Data Protection Regulation. This clause is supplementary to, and does not exempt, replace, or supersede, each party's obligations under the Data Protection Regulation.
- 1.2 The parties recognise that, for the purpose of the Data Protection Regulation, AXCELERA acts as the data controller, and the Company acts as the data processor for AXCELERA's personal data. Concerning the personal data of AXCELERA's Clients, AXCELERA is likely regarded as the data processor, and the Company as a sub-processor. Annex 1 details the scope, nature, and purpose of the processing, along with the duration, types of personal data, and categories of Data Subjects.
- 1.3 Without diminishing the scope outlined in Clause 1.1, AXCELERA commits to securing all requisite consents and notifications. This is to facilitate the lawful transfer of Personal Data to the Company throughout the Agreement's duration and for its intended purposes.
- 1.4 Without diminishing the comprehensive nature of Clause 1.1, the Company, concerning any Personal Data processed in conjunction with fulfilling its obligations under the Agreement, shall:
 - a) Process the Personal Data solely based on the written instructions provided by AXCELERA, unless compelled by the laws of any European Union member or the applicable laws of the European Union governing the Company's processing of Personal Data (Applicable Laws). In instances where the Company relies on Applicable Laws as the legal grounds for processing Personal Data, the Company shall expeditiously inform AXCELERA prior to executing the processing mandated by the Applicable Laws, unless such laws prohibit notification to AXCELERA;
 - b) Implement and maintain adequate technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and to safeguard against accidental loss, destruction, or damage of Personal Data. These measures should be proportionate to the potential harm resulting from unauthorised or unlawful processing, considering the nature of the data involved. This includes, but is not limited to, employing measures such as pseudonymisation and encryption of Personal Data, ensuring the confidentiality, integrity, availability, and resilience of systems and services, facilitating timely restoration of access to Personal Data after an incident, and conducting regular assessments to evaluate the effectiveness of adopted technical and organisational measures;
 - c) Enforce confidentiality obligations on all personnel with access to or involved in processing Personal Data, ensuring that they are obligated to maintain the confidentiality of such data; and
 - d) Refrain from transferring Personal Data outside of the European Economic Area without obtaining the prior written consent of AXCELERA and ensuring compliance with specified conditions:
 - (i) ensure that the Company has implemented suitable safeguards for the transfer;
 - (ii) Confirm that data subjects possess enforceable rights and effective legal remedies;
 - (iii) Guarantee that the Company fulfils its obligations under the Data Protection Regulation, providing an adequate level of protection for any transferred Personal Data; and



- (iv) Adhere to reasonable instructions communicated in advance by AXCELERA (or the Client, as applicable) concerning the processing of Personal Data;
 - e) Provide assistance to AXCELERA, at AXCELERA's expense, in addressing any requests from a Data Subject and ensuring compliance with obligations under the Data Protection Regulation concerning security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
 - f) Promptly notify AXCELERA upon becoming aware of a Personal Data breach;
 - g) Execute the deletion or return of Personal Data and its copies to AXCELERA upon written direction from AXCELERA at the termination of the agreement, unless Applicable Law mandates the storage of the Personal Data;
 - h) Maintain comprehensive and accurate records and information to demonstrate compliance with Clause 1, allowing for audits by AXCELERA, a customer of AXCELERA, or AXCELERA's or its customer's designated auditor;
 - i) Adhere to the data protection policies and guidance provided by AXCELERA, including but not limited to IT Security Policy and retention policy, and any data protection policies and guidance provided by AXCELERA's Clients, for the purpose of achieving or demonstrating compliance with the Data Protection Regulation; and
 - j) participate in any data protection training sessions provided by AXCELERA as needed.
- 1.5 AXCELERA does not grant consent for the Company to engage any third-party processor of Personal Data under this agreement, except when the processing pertains to IT data storage. In such cases, the Company must confirm its engagement or intention to engage in a written agreement with the third-party processor, encompassing terms substantially similar to those outlined in this Clause 1. The Company retains full liability for all actions or omissions of any third-party processor appointed under this Clause 1. Any data storage activities must align with the prevailing AXCELERA policy.
- 1.6 Either party may, with not less than 30 days' notice, revise Clause 1 by substituting it with applicable controller-to-processor standard clauses or similar terms forming part of a relevant certification scheme. These revisions will apply upon attachment to this agreement.
- 1.7 A violation of Clause 1 by the Company will be considered a material breach of the Agreement.
- 1.8 Subject to the limitations specified in Clause 9.4 of the Agreement, the Company shall indemnify and keep AXCELERA indemnified against
- a) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands, and legal and other professional costs (calculated on a full indemnity basis and in each case, whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Company of its obligations under this Clause 1; and
 - b) all amounts paid or payable by AXCELERA to a third party that would not have been paid or payable if the Company's breach of this Schedule had not occurred.



- 1.9 AXCELERA will handle Personal Data and sensitive personal data (also known as 'special categories of personal data'), which may include criminal records data related to the Company Contact, in compliance with its data protection policy and its criminal records information policy (if any), accessible from the HR department or SharePoint, along with the data protection privacy notice provided to the Company Contact.

- 1.10 AXCELERA reserves the right to monitor the activities of all consultants providing services to it in accordance with its policies related to email, internet, and communication systems, and workplace monitoring, which are available from the HR Department or on SharePoint