

## **ANNEX I**

As specified in the Controller to Processor Data Protection Agreement (“DPA”) to which these clauses are appended, the EU SCC 2021 MODULE TWO, as published by the EU Commission, is incorporated by reference including this Annex which forms an integral part of the EU SCCs.

### **Further specifications:**

When Personal Data of individuals **in the EEA** will be processed **or the exporter is located in the EEA**, the following shall apply:

- Clause 9 (a): Option 2 is selected. Annex III is not applicable.
- Clause 17: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.
- Clause 18: The Parties agree that any dispute arising from these Clauses shall be resolved by the courts of Belgium.

*Note: The EEA States are currently Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Norway, Iceland and Lichtenstein.*

When Personal Data of individuals **in the UK or Switzerland** will be processed **or the exporter is located in the UK or Switzerland** the following shall apply:

- Any references to the GDPR in this EU SCCs are to be understood as references to the Swiss / UK data protection laws.
- Any references to to the “Union”, “EU,” “Member State” will be interpreted as references to Switzerland or the United Kingdom respectively.
- Clause 9 (a): Option 2 is selected. Annex III is not applicable.
- Clause 17: The parties agree that the 2021 SCCs will be governed by the law of Switzerland or by the law of the United Kingdom respectively.
- Clause 18: The parties agree that any dispute arising from the 2021 SCCs will be resolved by the courts of Switzerland or by the courts of the United Kingdom respectively.

### **A. LIST OF PARTIES**

#### **Data exporter(s):**

1. Name: Kenvue legal entity as identified in the main Agreement

Address: legal address of the Kenvue legal entity as specified in the Agreement

DPO contact details: [emeaprivacy@kenvue.com](mailto:emeaprivacy@kenvue.com)

Contact person’s name, position and contact details: as specified in the Agreement

Activities relevant to the data transferred under these Clauses: as per the service description outlined in the Agreement

Signature and date: See Agreement signature clauses.

Role (controller/processor): **Controller**

## EU SCC 2021 MODULE TWO: Transfer controller to processor

2. Any other Kenvue Affiliate that becomes party to the Agreement to which these clauses are appended, including by entering into a Purchase Order or Statement of Work issued pursuant to such Agreement.

### Data importer(s):

1. Name: Supplier's legal entity as identified in the main Agreement

Address: legal address of the Supplier legal entity as specified in the Agreement

DPO contact details: [Supplier's DPO contact details to be completed]

Contact person's name, position and contact details: as specified in the Agreement

Activities relevant to the data transferred under these Clauses: as per the service description outlined in the Agreement

Signature and date: See Agreement signature clauses.

Role (controller/processor): **Processor**

[2. If applicable, add the same information (name, address, ...) for each other Supplier importing party under the main agreement]

### B. DESCRIPTION OF TRANSFER

*Categories of data subjects whose personal data is transferred*

[You may reuse the following examples. Delete the ones that are not relevant]:

- Prospects, customers, consumers, business partners, vendors and subcontractors of the data exporter (who are natural persons);
- Employees or contact persons of the data exporter's customers, business partners, government agencies, institutions, vendors and subcontractors;
- Employees, former employees, contractors, agents, advisors, freelancers of the data exporter (who are natural persons);
- Job applicants of the data exporter;
- Scientific and medical research subjects, including, but not limited to, participants in clinical trials or other clinical research.
- Individuals identified by scientific and medical research subjects as health care providers or other caregivers, emergency contacts, or other points of contact.
- Scientific and medical research investigators and their staff, including, but not limited to, physicians and other health care professionals involved in administration of clinical trials or other clinical research.
- Individuals who serve on Institutional Review Boards, and Scientific and Ethics Committee members.
- Individuals who support the clinical research such as Data Safety Monitoring Board Members and independent reviewers, such as independent radiologists.
- Other individuals involved in data controller's scientific and medical research (who may include consultants, contractors, representatives of service providers and business partners, government officials, and individuals who report adverse events and product quality complaints, among others).
- Market research participants
- The data exporter's users authorized by the data exporter to use the Services.

## EU SCC 2021 MODULE TWO: Transfer controller to processor

### *Categories of personal data transferred*

[You may reuse the following examples. Delete the ones that are not relevant]:

- Personal identification information, such as first and last name
- Title, unit/department, location, supervisor(s) and subordinate(s);
- Position
- (Emergency) Contact information (company, email, phone, physical business address)
- Trainings attended and language preferences
- Employer
- Professional life data (professional licenses and affiliations as part of credentials, curriculum vitae)
- Professional skills information
- Background checks
- Travel information
- Expense information
- Family information
- Goods or services provided
- User account information
- Connection data
- Localization data
- IP address, user-ID and other device information (such as hardware model, operating system version, mobile network information) and any other user information collected through a data subject's use of the data exporter's websites, social media sites and other applications.
- Patient number
- Gender; age or age category (e.g., adolescent, adult, elderly)
- Date of birth
- Non-health related requests or complaints
- Customer comments, ratings and reviews
- Financial information

*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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

[You may reuse the following examples. Delete the ones that are not relevant]:

- Identifiable and key-coded information concerning certain health conditions and treatments
- Health-and/or sex life related information concerning adverse events and product quality complaints (if provided to the data exporter),
- Associated health condition(s), medical history, and relevant family history
- Demographic information that may include race, ethnicity or other sensitive data that may be relevant to the Services or from an adverse event (if provided to the data exporter)
- Government identifiers
- Credentialing photographs
- Race and or ethnic origin
- Genetic data
- Trade - union memberships

## EU SCC 2021 MODULE TWO: Transfer controller to processor

- Sexual orientation (if provided to the data exporter)
- Biometric data (where this is used for identification purposes).

The applied restrictions or safeguards are specified in Annex II

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

- [Select: One-Off / Continuous / other frequency]

*Nature of the processing*

- The nature of Processing of personal data by the data importer is for the performance of the Services pursuant to the Agreement.

*Purpose(s) of the data transfer and further processing*

- The purpose of Processing of personal data by the data importer is for the performance of the Services pursuant to the Agreement.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

- Personal data will be retained for the term specified by the Agreement unless applicable law requires a longer retention period.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

- [Customize if feasible. Otherwise use "See above"]

### **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13:*

When Personal Data of individuals **in the EEA** will be processed **or the exporter is located in the EEA**, the following shall apply:

- Belgium - Autorité de la protection des données - Gegevensbeschermingsautoriteit (APD-GBA)
- The supervisory authority/ies of any other Kenvue Affiliate in the European Economic Area that becomes a party (as data exporter) to the Agreement to which these Clauses are appended.

When Personal Data of individuals in the **UK or Switzerland** will be processed or **the exporter is located in the UK or Switzerland** the parties agree that Switzerland's Federal Data Protection and Information Commissioner and the United Kingdom's Information Commissioner's Office are the competent supervisory authorities respectively.

### **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

The technical and organisational measures are described in the Data Safeguard Obligations the Agreement to which these Clauses are attached.