Hong Kong Model Contractual Clauses

Data User (Controller) to Data Processor

By signing the Master License and Services Agreement ("MLSA"), the Data User (Controller) agrees to the terms of these Model Contractual Clauses as a supplement to the MLSA and to be incorporated therein to the extent the Data User is subject to the privacy laws of Hong Kong and where required by Hong Kong law

1.   DEFINITIONS

1.1   For the purposes of these clauses, including the Data Transfer Schedule (collectively, the "Clauses"): "PDPO" means the Personal Data (Privacy) Ordinance (Cap. 486), as may be amended from time to time;

"Permitted Jurisdictions" means the place(s) listed in the Data Transfer Schedule or any other place where the Personal Data Transferred may from time to time be processed or held in accordance with these Clauses;

"Personal Data Transferred" means personal data of the types or categories listed in the Data Transfer Schedule;

"Purposes of Transfer" means the purposes for processing the Personal Data Transferred listed in the Data Transfer Schedule or the directly related purposes;

"Retention Period" means any period of time identified as such in the Data Transfer Schedule; and "Sub-processor" has the meaning given in Clause 3.8.

1.2 The terms "personal data" and "processing" shall have the meanings given to those terms in the PDPO (and "process" shall have a corresponding meaning).

2. INTERPRETATION

The Clauses shall be read and interpreted in the light of the provisions of the PDPO. The Clauses shall not be interpreted in a way that may conflict with the relevant requirements under the PDPO.

3. OBLIGATIONS OF THE TRANSFEREE

The Transferee warrants and undertakes to the Transferor that it will:

3.1 only process the Personal Data Transferred for the Purposes of Transfer;

3.2 ensure that the Personal Data Transferred be adequate but not excessive in relation to the Purposes of Transfer;

3.3 process, hold and transmit the Personal Data Transferred using the security measures set out in the Data Transfer Schedule;

3.4 not retain the Personal Data Transferred for longer than is necessary for the processing instructed by the Transferor and, in any event, not longer than any applicable Retention Period;

3.5 take all practicable steps to erase the Personal Data Transferred: (i) once it is no longer required to be retained in accordance with Clause 3.4; or (ii) as instructed in writing by the Transferor;

3.6 take all practicable steps to ensure that the Personal Data Transferred be accurate, having regard to the Purposes of Transfer;

3.7 take all practicable steps to ensure that any inaccurate Personal Data Transferred: (i) should not be processed unless it is rectified; or (ii) should be erased;

3.8 not transfer the Personal Data Transferred to or permit access to the Personal Data Transferred by any person unless it is: (i) permitted under the Data Transfer Schedule; or (ii) made with the Transferor's prior written consent in each case (each, a "Sub-processor");

3.9 ensure that each Sub-processor should enter into a binding written contract with the Transferee which imposes the same or substantially similar data protection obligations as contained in these Clauses; and

3.10 not; (i) process or hold the Personal Data Transferred; or (ii) permit any Sub-processor to process or hold the Personal Data Transferred, in either case, in a place outside Hong Kong other than the Permitted Jurisdictions, without the Transferor's prior written consent.

Data Transfer Schedule

Data User (Controller)/Transferor: Entity identified in the Master License and Services Agreement

Data Processor/Transferee: Command Alkon Incorporated, including Command Alkon's sister companies and subsidiaries as defined in the MLSA

Categories of Personal Data Transferred: Transferor may upload, submit, or otherwise provide certain Personal Data to the products and/or services, the extent of which is typically determined and

controlled by Transferor in its sole discretion and may include contact information; website, product, and service interaction information; addresses; date of birth; location of birth; e-mail addresses; names; gender; title; telephone numbers; driver's license number; signature; employee number; geo-location information; pay rate; username; password; performance information; qualifications and restrictions; device information

Purposes of Transfer: Personal Data is processed for the purposes of providing and supporting the products and/or services described in the MLSA and associated documents, including security, audit, and product/service improvement

Permitted Jurisdiction(s): All locations identified on the Command Alkon Incorporated Data Sub-Processor list, as revised from time to time, located at https://commandalkon.com/sub-processor-list/; Transferor may sign up to receive notifications of changes

Retention Period: In accordance with the MLSA and this DPA, and as necessary to provide the products and services as well as comply with the Transferee's data retention schedule

Categories of Personal Data Sub-processed: Transferee may provide certain Personal Data to identified sub-processors necessary to provide the products and/or services in accordance with the MLSA; this Personal Data may include contact information; website, product, and service interaction information; addresses; date of birth; location of birth; e-mail addresses; names; gender; title; telephone numbers; driver's license number; signature; employee number; geo-location information; pay rate; username; password; performance information; qualifications and restrictions; device information

Purposes of Transfer: Personal Data is processed by sub-processors for the purposes of providing and supporting the products and/or services described in the MLSA and associated documents, including security, audit, and product/service improvement; purpose for each sub-processor may be found on the Command Alkon Incorporated Data Sub-Processor list, as revised from time to time, located at https://commandalkon.com/sub-processor-list/; Transferor may sign up to receive notifications of changes

Permitted Jurisdiction(s): All locations identified on the Command Alkon Incorporated Data Sub-Processor list, as revised from time to time, located at https://commandalkon.com/sub-processor-list/

Retention Period: In accordance with the MLSA and this DPA, and as necessary to provide the products and services as well as comply with the Transferee's data retention schedule

Security Measures: Transferee agrees to implement reasonable and appropriate technical, administrative, operational and physical measures to protect the confidentiality, integrity and availability of Personal Data; security certifications and additional detail are available upon request

David R. Burkholder
Chief Privacy Officer
Command Alkon Incorporated
6750 Crosby Court
Dublin, Ohio 43016
privacy@commandalkon.com