ANNEX I- REQUIREMENTS FOR INTERNATIONAL TRANSFERS OF PERSONAL DATA

This document is an integral part of Arcadis DPA between Arcadis and Supplier. It sets out how the Supplier shall comply with the requirements of international transfers of Personal Data. The content would be updated by Arcadis from time to time to the extent required by applicable law.

1. International transfers of Personal Data

1.1 Supplier shall comply with applicable data privacy laws regarding international transfers of Personal Data.

1.2 Upon request of Arcadis, Supplier shall fully cooperate with any transfer impact assessment that Arcadis wishes to perform in respect of the Personal Data being transferred.

2. Transfer of Personal Data originating from the European Economic Area (EEA)

2.1 To the extent Arcadis or the relevant Arcadis affiliate on whose behalf the DPA has been signed, is located in the EEA and the Supplier is located in country/countries outside the EEA that have not received a binding adequacy decision by the appropriate competent body ('**Non-Adequate Country'**), such transfers shall be subject to the terms of the appropriate standard contractual clauses (the '**EU Model Clauses**' available here: Publications on the Standard Contractual Clauses (SCCs) - European Commission) and applied as specified in Clause 2.1.1 and Clause 2.1.2 below:

2.1.1 When Supplier acts as a Processor for Arcadis, Module Two: Controller to Processor EU Model Clauses shall apply.

2.1.2 When Supplier acts as sub-processor for Arcadis, Module Three: Processor to Processor EU Model Clauses shall apply.

2.2 If Supplier is located in the EEA and is permitted under the Agreement to engage a Sub-Processor located outside the EEA in a Non-Adequate Country, Supplier shall ensure that such transfers shall be subject to the appropriate EU Model Clauses and completion of all mandatory transfer impact assessments.

2.3 In the event of any inconsistency or conflict between the provisions of the DPA and the EU Model Clauses, the Parties agree to interpret and apply the DPA in a manner that harmonizes such provisions to the extent possible. If such inconsistencies cannot be resolved by interpretation, the relevant provision of the EU Model Clauses shall prevail and supersede the conflicting provision of the DPA, except where the conflicting provision of the DPA provides greater protection to data subjects, in which case such DPA provision shall prevail, to the extent permitted by applicable law.

2.4 The DPA shall be deemed automatically amended as necessary to incorporate any future revisions, updates, or replacements of the EU Model Clauses, to the extent required to ensure ongoing compliance with the GDPR. The Parties agree to cooperate in good faith to implement any such amendments promptly.

3. Transfers of Personal Data originating from Switzerland

3.1 To the extent Arcadis or the relevant Arcadis affiliate on whose behalf the DPA has been signed, is located in Switzerland and the Supplier is located in a Non-Adequate Country, such transfers shall be subject to the terms of the appropriate EU Model Clauses supplemented by the Swiss supplementary terms (the '**Swiss Model Clauses**' available here: Cross-border transfer of personal data) and applied as specified in Clause 3.1.1 and Clause 3.1.2 below:

3.1.1 When Supplier acts a Processor for Arcadis, the Controller to Processor EU Model Clauses supplemented by the Swiss Model Clauses shall apply.

3.1.2 When Supplier acts as sub-processor for Arcadis, the Processor-to-Processor EU Model Clauses supplemented by the Swizz Model Clauses shall apply.

3.2 If Supplier is located in Switzerland and is permitted under the Agreement to engage a Sub-Processor located in a Non-Adequate Country, Supplier shall ensure that transfer of Personal Data from Switzerland shall be subject to the appropriate Swiss Model Clauses and completion of all mandatory transfer impact assessments.

4. Transfers of Personal Data originating from the United Kingdom ('UK')

4.1 To the extent Arcadis or the relevant Arcadis affiliate on whose behalf the DPA has been signed, is located in the UK and the Supplier is located in a Non-Adequate Country, such transfers:

4.1.1 if also involving EEA Personal Data, shall be subject to (i) the terms of the appropriate EU Model Clauses supplemented by the UK International Data Transfer Addendum, (the '**UK Addendum**'

available here: international-data-transfer-addendum.pdf) and applied as specified in 4.1.1 (i) and 4.1. 1 (ii) below:

4.1.1(i) When Supplier acts a Processor for Arcadis, the Controller to Processor EU Model Clauses supplemented by the UK Addendum shall apply.

4.1.1 (ii)When Supplier acts as sub-processor for Arcadis, the Processor-to-Processor EU Model Clauses supplemented by the UK Addendum shall apply.

4.1.2 if involving only Personal Data originating from the UK, such transfers shall be subject to **UK's standalone International Data Transfer Agreement** available here: Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018.

4.1.3 If Supplier is located with the UK and is permitted under the Agreement to engage a Sub-Processor located in a Non-Adequate Country, Supplier shall ensure that such transfers shall be subject to (i) the UK Addendum; or (ii) the UK International Data Transfer Agreement as appropriate, and completion of all mandatory transfer impact assessments.

5. Transfers of Personal Data originating from China

5.1 If Arcadis transfers Personal Data originating from China to Supplier located outside of China, such transfers shall be subject to the terms of the Chinese Standard Contractual Clauses, which shall be deemed to be populated in accordance with the content of the DPA (in particular, purpose(s) of the transfer, categories of data subjects, categories and types of personal data, duration of the processing, technical and organizational measures, etc.) and any other necessary information relevant to the concerned transfer of Personal Data.

5.2 If Supplier is located in China and is permitted under the Agreement to engage a Sub-Processor located outside China, Supplier shall ensure that any transfer of Personal Data from China shall be subject to the terms of the Chinese Standard Contractual Clauses and completion of all mandatory transfer impact assessments.

6. Transfers of Personal Data originating from Brazil

6.1 If Brazil transfers Personal Data originating from Brazil to Supplier is located in a Non-Adequate Country, such transfers shall be subject to (i) the terms of the appropriate Brazilian Standard Contractual Clauses (the '**Brazilian Standard Contractual Clauses**'), and applied as specified in Clause 6.1.1 and Clause 6.1.2 below:

6.1.1 When Supplier acts a Processor for Arcadis, the Controller to Processor Brazilian Standard Contractual Clauses shall apply.

6.1.2 When Supplier acts as sub-processor for Arcadis, the Processor to Sub-Processor Brazilian Standard Contractual Clauses shall apply.

6.2 The Brazilian Standard Contractual Clauses shall be populated in accordance with the content of the DPA (in particular, purpose(s) of the transfer, categories of data subjects, categories and types of personal data, duration of the processing, technical and organizational measures, etc.) and any other necessary information relevant to the concerned transfer of Personal Data.

6.3 If Supplier is located in Brazil and is permitted under the Agreement to engage a Sub-Processor in a Non-Adequate Country, Supplier shall ensure any transfers of Personal Data from Brazil shall be subject to the Brazilian Standard Contractual Clauses and completion of all mandatory transfer impact assessments.