

## ANNEX 4

### UK ADDENDUM



Information Commissioner's Office

#### Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Agreement  
VERSION A1.0, in force 21 March 2022

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This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

#### Part 1: Tables

**Table 1: Parties and signatures**

<b>Start Date</b>	The Effective Date of the Main Agreement	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Account Holder as defined in the Main Agreement	Dock Labs, Inc. 548 MARKET STREET PMB36932, SAN FRANCISCO, CA, 94104
<b>Key Contact</b>	Account Holder's email address reflected in Account Holder's Registration Data	Victor Kmita, CTO, <a href="mailto:legal@dock.us">legal@dock.us</a>
<b>Importer Data Subject Contact</b>		Victor Kmita, CTO, <a href="mailto:legal@dock.us">legal@dock.us</a>
<b>Signatures confirming each Party agrees to be bound by this IDTA</b>	By signing the Main Agreement or any Applicable Order Form, Account Holder hereby agrees to be bound by this IDTA.	By signing the Main Agreement or any Applicable Order Form, Dock hereby agrees to be bound by this IDTA.

**Table 2: Transfer Details**

<b>UK country's law that governs the IDTA:</b>	England and Wales
<b>Primary place for legal claims to be made by the Parties</b>	England and Wales
<b>The status of the Exporter</b>	Exporter is a Controller
<b>The status of the Importer</b>	Importer is a Processor or Sub-Processor
<b>Whether UK GDPR applies to the Importer</b>	UK GDPR applies to the Importer's Processing of the Transferred Data
<b>Linked Agreements</b>	<p><b>If the Importer is the Exporter's Processor or Sub-Processor</b> – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement: Dock Data Processing Agreement</p> <p>Date of agreement: The Effective Date of the Main Agreement</p> <p>Parties to the agreement: Dock and Customer</p> <p><b>Other agreements</b> – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: Terms of Service</p> <p>Date of agreement: Date of Signature of the Terms of Service or any applicable Order Form</p> <p>Parties to the agreement: Dock and Customer</p> <p>Reference (if any): <a href="https://www.dock.us/legal/terms">https://www.dock.us/legal/terms</a></p>
<b>Term</b>	<p>The Importer may Process the Transferred Data for the following time period:</p> <p>the period for which the Linked Agreement is in force</p>
<b>Ending the IDTA before the end of the Term</b>	the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.
<b>Ending the IDTA when the Approved IDTA changes</b>	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <p>Importer</p>

<b>Can the Importer make further transfers of the Transferred Data?</b>	The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
<b>Specific restrictions when the Importer may transfer on the Transferred Data</b>	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:  there are no specific restrictions.
<b>Review Dates</b>	The Parties must review the Security Requirements at least once:  each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

**Table 3: Transferred Data**

<b>Transferred Data</b>	The personal data to be sent to the Importer under this IDTA consists of:  The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
<b>Special Categories of Personal Data and criminal convictions and offences</b>	The Transferred Data includes data relating to:  “Registration Data” and “Content” as described in the Terms of Service.
<b>Relevant Data Subjects</b>	The Data Subjects of the Transferred Data are:  The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

<b>Purpose</b>	<p>The Importer may Process the Transferred Data for the purposes set out in: Annex 1 to the Dock Data Processing Agreement.</p> <p>Any other purposes which are compatible with the purposes set out above.</p> <p>The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
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**Table 4: Security Requirements**

<b>Security of Transmission</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>Security of Storage</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>Security of Processing</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>Organisational security measures</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>Technical security minimum requirements</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>Updates to the Security Requirements</b>	The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

## **Part 2: Extra Protection Clauses**

<b>Extra Protection Clauses:</b>	
<b>(i) Extra technical security protections</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>(ii) Extra organisational protections</b>	See Annex 2 to the Dock Data Processing Agreement.
<b>(iii) Extra contractual protections</b>	See Dock Data Processing Agreement.

## **Part 3: Commercial Clauses**

<b>Commercial Clauses</b>	See Terms of Service
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## **Part 4: Mandatory Clauses**

Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.

### **Legal Glossary**

<b>Word or Phrase</b>	<b>Legal definition (this is how this word or phrase must be interpreted in the IDTA)</b>
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or: <ul style="list-style-type: none"><li>• a territory;</li><li>• one or more sectors or organisations within a third country;</li><li>• an international organisation;</li></ul> which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.
Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.

<b>Word or Phrase</b>	<b>Legal definition (this is how this word or phrase must be interpreted in the IDTA)</b>
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.
Importer Information	As defined in Section 8.3.1, as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A 'personal data breach' as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.
Mandatory Clauses	Part four: Mandatory Clauses of this IDTA.
Notice Period	As set out in Table 2: Transfer Details.
Party/Parties	The parties to this IDTA as set out in Table 1: Parties & Signature.
Personal Data	As defined in the UK GDPR.
Personal Data Breach	As defined in the UK GDPR.
Processing	As defined in the UK GDPR.  When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
Processor	As defined in the UK GDPR.
Purpose	The 'Purpose' set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.
Relevant Data Subject	A Data Subject of the Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR

<b>Word or Phrase</b>	<b>Legal definition (this is how this word or phrase must be interpreted in the IDTA)</b>
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf.  This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor  If there is not a Third Party Controller this can be disregarded.
Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
Without Undue Delay	Without undue delay, as that phrase is interpreted in the UK GDPR.