

EEA SCCs Appendix

To the extent that Personal Data originating in the EEA is Processed by Supplier on behalf of SHEIN or a SHEIN Group Affiliate and is transferred to a country or territory that is not an Approved Jurisdiction, and where no other transfer mechanism under Applicable Privacy Laws authorizes the transfer, the following terms shall apply and are incorporated into the DPA by reference:

1. **Execution and Scope.** Supplier shall be deemed to have executed the EU SCCs in its own name and on behalf of its Sub-Processors with respect to all relevant Processing of Personal Data under the DPA, and the Parties agree that the EU SCCs form part of this DPA as if set out in full herein.
2. **Description of Transfers.** The descriptions of the categories of data subjects, types of Personal Data, and purposes of the transfer shall be set forth in the Primary Agreement or this DPA, rather than in the standard annex templates found in the EU SCCs. If completion of such annexes becomes required under Applicable Privacy Laws or by a Privacy Authority, the Parties agree to complete them consistent with the descriptions in the Primary Agreement and the DPA.
3. **Conflict Resolution.** Where and to the extent the EU SCCs apply under the DPA, in the event of any conflict between the terms of the DPA and the EU SCCs, the EU SCCs shall prevail.
4. **Specific EU SCC Selections.** For purposes of the EU SCCs, the Parties agree as follows:
 - (a) Module 2 (Controller-to-Processor) applies.
 - (b) Clause 7 (Docking Clause) shall not apply and is hereby excluded.
 - (c) In Clause 9(a) (Sub-Processor Notification), Option 2 (general written authorization) shall apply. The notice period for Sub-Processor changes shall be as set forth in Section 7 (Subcontracting of Personal Data Processing) of the DPA.
 - (d) Clause 11(a) (Redress Mechanism): The optional language shall not apply.
 - (e) Clause 13(a) (Supervisory Authority): The competent supervisory authority shall be the Data Protection Commission (Ireland).
 - (f) Clause 17 (Governing Law): The governing law for the EU SCCs shall be the laws of the Republic of Ireland.
 - (g) In Clause 18(b) (Jurisdiction): Disputes under the EU SCCs shall be submitted to the exclusive jurisdiction of the courts of Ireland.
5. **Annex Completion.**
 - (a) Annex I: Completed with the information contained in this DPA and the Primary Agreement.
 - (b) Annex II (Technical and Organizational Measures): Completed with the details set out in the DPA, including any Appendices or Exhibits to the DPA, and the Primary Agreement, consistent with Section 5 (Data Security Compliance; Incident Response).
 - (c) Annex III (Sub-Processor List): Completed with the information set out in this DPA and the Primary Agreement.
6. **Audit Rights.** The audits contemplated in Clause 8.9(c), (d), and (e), and Clause 13(b) of the EU SCCs shall be conducted in accordance with the audit procedures described in Section 5.6 (Audit Rights) of this DPA.

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7. **Onward Transfers to Sub-Processors.** The subject matter, nature, and duration of any onward transfers to Sub-Processors shall be as set forth in the DPA and/or the Primary Agreement.
8. **Precedence.** The EU SCCs, as incorporated and modified by this Appendix, shall prevail over any conflicting terms of the DPA solely with respect to the Processing of EEA-originating Personal Data.