

EU SCC Module 2 Cover Letter Template

This cover letter accompanies the **unmodified** text of the Commission's Standard Contractual Clauses Module 2 (Controller to Processor) for transfers of personal data from a data exporter in the EEA to a data importer in a third country. Mabble is the data importer; the customer (Controller) is the data exporter.

The SCC body itself is the verbatim text of Commission Implementing Decision (EU) 2021/914, Annex Sections I, II, and III - Module 2. The body is **not** modified; only the Annexes are completed (Annex I parties, description, competent supervisory authority; Annex II technical and organisational measures; Annex III sub-processors). This is the form approved by the European Commission and is the binding instrument; the cover letter below is the wrapper.

The SCC is normally executed as Annex IV to the Mabble DPA (see `DPA_cover_letter.md`). Where the customer prefers a standalone SCC execution, the cover letter below is used independently.

Placeholders:

- <EXPORTER NAME> - data exporter legal name (Controller in the EEA)
- <EXPORTER ADDRESS> - registered address
- <EXPORTER CONTACT> - named individual at the exporter
- <EXPORTER TITLE> - title of the named individual
- <EXPORTER COMPETENT SA> - competent EEA supervisory authority for the exporter
- <EFFECTIVE DATE> - proposed effective date
- <MABBLE SIGNER NAME> - Mabble authorised signatory
- <MABBLE SIGNER TITLE> - title of the Mabble signatory
- <DEAL REFERENCE> - internal Compliance Office reference (e.g., SCC-2026-NN)

Cover letter (copy-paste into Word / Google Doc / e-signature platform)

```
Mabble, Inc. (d/b/a "Helix")  
[Mabble registered address - Delaware]  
sales@mabble.ai  
+1 (XXX) XXX-XXXX
```

```
[Date]
```

```
<EXPORTER CONTACT>  
<EXPORTER TITLE>  
<EXPORTER NAME>  
<EXPORTER ADDRESS>
```

Re: EU Standard Contractual Clauses - Module 2 (Controller -> Processor)
Mabble reference: <DEAL REFERENCE>

Dear <EXPORTER CONTACT>,

This letter accompanies the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as set out in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021, specifically ****Module 2 (Controller -> Processor)****.

The Clauses are proposed effective <EFFECTIVE DATE> between <EXPORTER NAME> ("data exporter") and Mabble, Inc., doing business as "Helix" ("data importer").

1. Identification of the parties

Data exporter:

Legal name: <EXPORTER NAME>
Address: <EXPORTER ADDRESS>
Contact: <EXPORTER CONTACT>, <EXPORTER TITLE>
Activities relevant to the data transferred under these Clauses: [as set out in Annex I.B]
Role: Controller
Signature and date: [in signature block below]
Competent supervisory authority under Clause 13: <EXPORTER COMPETENT SA>

Data importer:

Legal name: Mabble, Inc., doing business as "Helix"
Address: [Mabble registered address - Delaware]
Contact: sales@mabble.ai
Activities relevant to the data transferred under these Clauses: Processing of personal data on behalf of the data exporter in the Mabble Helix vault platform, as set out in Annex I.B
Role: Processor

2. Modular composition

The version of the SCCs annexed here is Module 2 only (Controller -> Processor). Other modules of Commission Implementing Decision (EU) 2021/914 are not engaged.

3. Optional clauses

The following optional provisions of the SCCs are selected:

- Clause 7 (Docking clause): YES, optional clause selected, allowing a third party to accede to the Clauses by agreement of the existing parties.
- Clause 9 (Use of sub-processors), option: Option 2 - general written authorisation, with the data importer to provide >=30 days advance written notice of intended changes

- and the data exporter retaining the right to object.
- Clause 11 (Redress), optional independent dispute resolution body: Not selected (the data importer relies on Clause 11(a) and the supervisory authority / court remedies).
- Clause 17 (Governing law): Option 1 - the law of the EU Member State <to be specified by the data exporter; default Ireland>.
- Clause 18(b) (Forum): Member State <as Clause 17>.

4. Annexes

The following Annexes are attached and are an integral part of these Clauses:

- Annex I
 - A. List of parties
 - B. Description of the transfer (categories of data subjects, categories of personal data, special categories, frequency, nature of the processing, purposes, retention, sub-processor transfers)
 - C. Competent supervisory authority
- Annex II Technical and organisational measures, including technical and organisational measures to ensure the security of the data (Art. 32)
- Annex III List of sub-processors (where general written authorisation per Clause 9 Option 2 is selected)

Annex II reflects the Mabble Helix technical and organisational measures as of <EFFECTIVE DATE>, including:

- Encryption at rest with AES-256-GCM application-layer encryption (per-record DEK envelope-wrapped under AWS KMS), AWS-managed disk encryption underneath;
- Encryption in transit using TLS 1.3;
- Per-tenant logical isolation via PostgreSQL Row-Level Security with FORCE RLS on every PII-bearing table;
- Capability-token-based authorisation, server-side only, scoped per RPC;
- Audit log with RFC 6962 Merkle chain anchored daily to Sigstore Rekor (external transparency log);
- Crypto-shred erasure for Art. 17 fulfilment;
- Breach detection and notification workflow (<=72 hours supervisor notification under Art. 33).

5. Schrems II - supplementary measures

In accordance with the Schrems II judgment of the Court of Justice (Case C-311/18) and the EDPB Recommendations 01/2020 on supplementary measures, the parties acknowledge that the data importer is established in the United States, a third country in respect of which the European Commission has not adopted a current adequacy decision applicable to the present transfer.

The parties have considered the laws and practices of the United States to assess whether they prevent the data importer from complying with these Clauses. The data importer's assessment, available to the data exporter on request, is that the supplementary measures listed below provide a level of protection essentially equivalent to that within the EEA:

- (a) Technical measures: end-to-end encryption of personal data with per-tenant keys held in AWS KMS (and AWS CloudHSM, FIPS 140-3 Level 3, for BYOK customers); capability-token-based authorisation; audit log with Merkle-chain integrity and external Sigstore Rekor anchor; pseudonymisation of identifiers at the API boundary where possible.
- (b) Contractual measures: this present DPA and these Clauses; explicit refusal-right under Clause 14 if a disclosure order would violate EU law; commitment to notify the data exporter under Clause 15.
- (c) Organisational measures: a documented incident-response workflow that includes mandatory data-exporter notification within 48 hours of becoming aware of any government access request, to the extent legally permitted; an annual transparency report enumerating government access requests received (planned post-launch publication); and a vendor risk matrix that flags any sub-processor with material US Section 702 / Executive Order 12333 exposure.

The data importer commits to challenge in good faith any request that would require disclosure of personal data transferred under these Clauses that is manifestly unlawful under EU or US law, including by litigation where appropriate.

6. Reference to the body text

The substantive Clauses are the unmodified text of the Commission Implementing Decision (EU) 2021/914 Annex Module 2, attached as Annex 0 to this letter. The Clauses prevail over any conflicting term in the underlying master agreement (as required by Clause 5 of the SCCs).

7. Markup conventions

The Clauses themselves are NOT marked up. Only Annexes I, II, and III may be tailored. If <EXPORTER NAME> proposes any substantive change to the Clauses, the Compliance Office will respond within five business days; substantive amendments require a revised Implementing Decision and are not permissible under the Commission's framework.

8. Authorised signatories

For data importer:

Name: <MABBLE SIGNER NAME>
Title: <MABBLE SIGNER TITLE>
Signature: _____
Date: _____

For data exporter:

Name: <EXPORTER CONTACT>
Title: <EXPORTER TITLE>
Signature: _____
Date: _____

Please return the executed Clauses via the e-signature partner identified on the cover page of the e-signature envelope, or via reply email to sales@mabble.ai with a PDF copy. Mabble will archive the executed copy in the compliance vault (audit-logged access) and update the ROPA accordingly.

For any clarifying question on the Clauses or on the Schrems II supplementary measures assessment, please contact the Mabble Compliance Office at sales@mabble.ai.

Sincerely,

<MABBLE SIGNER NAME>
<MABBLE SIGNER TITLE>
Mabble, Inc. (d/b/a "Helix")

Enclosures:

- Annex 0 - Unmodified Commission SCC Module 2 body
- Annex I - List of parties; description of transfer; competent SA
- Annex II - Technical and organisational measures
- Annex III - Sub-processor list (current as of execution date)

Internal sending checklist (Compliance Office)

1. Confirm the data exporter is established in the EEA and that this is a true international transfer (a non-EEA importer).
2. Identify the competent supervisory authority per Clause 13 - usually the lead supervisory authority of the data exporter's establishment.
3. Confirm the optional clauses selected; in particular, Clause 9 Option 2 (general written authorisation for sub-processors) is Mabble's default.
4. Populate Annex I.B with the Controller's specific data categories.
5. Populate Annex II with the current Mabble TOMs; ensure consistency with the DPA Annex II.
6. Pull Annex III from `vendor_risk_matrix.md`.
7. Bundle Annex 0 (unmodified SCC body - the canonical text of Commission Implementing Decision (EU) 2021/914 Annex Module 2).
8. For UK transfers: substitute the UK International Data Transfer Agreement (IDTA) or attach the UK Addendum to the EU SCCs.
9. On execution: archive the signed copy, update the ROPA Art. 30 record, and ensure the transfer is logged in the ROPA international-transfers section.

Change log

Version	Date	Change
0.1.0	2026-05-14	Initial Track C publication.