**Data Processing Addendum**

This Data Processing Addendum (hereinafter **“DPA”)** is effective as of <Enter date> (“**Effective Date**”) by and between [•](the **“Controller”),** having offices at [•] and **AppZen Inc** (**“AppZen”)** having ­­­its offices at 6201 America Center Drive Suite 300 San Jose, CA 95002. The Controller and AppZen are individually referred to as a **“Party”** and collectively as the **“Parties”.** This DPA supplements the [•] AppZen Service Agreement between the Parties, dated [•] (**“Agreement”**) under which the Processer provides the Controller software and other services (the **“Services”).**

The Parties seek to implement this DPA in order to comply with the requirements of GDPR (defined hereunder) in relation to Processor’s Processing of Personal Data as part of its obligations under the Agreement. The terms “**Process**”, “**Processing**” and “**Personal Data**” used in this DPA shall have the same meaning as defined in the GDPR.

This DPA shall apply to AppZen’s processing of Personal Data, whether provided by the Controller or its data subject (the “**Subject**”) or/and its affiliates, its end users or otherwise, as part of AppZen’s obligations under the Agreement.

Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. **Definitions.**

Capitalized terms not otherwise defined herein shall have the meaning given to them in the GDPR or the Agreement. The following terms shall have the corresponding meanings assigned to them below:

* 1. "**Data Transfer**" means (1) a transfer of the Personal Data from the Subject to Controller or to AppZen on behalf of the Controller; or (2) an onward transfer of the Perso­­nal Data from the Controller to AppZen, or between two establishments of AppZen, or with a Subprocessor by AppZen.
  2. “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
  3. “**Standard Contractual Clauses**” means the contractual clauses attached hereto as Schedule 1 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection.
  4. “**Subprocessor**” means a processor/ sub-contractor appointed by AppZen for the provision of all or parts of the Services and who Processes the Personal Data as provided by the Controller and/or AppZen.

1. **Purpose of this Addendum**:

This DPA sets out various obligations of AppZen in relation to the Processing of Personal Data and shall be limited to AppZen’s obligations under the Agreement. If there is a conflict between the provisions of the Agreement and this DPA, the provisions of this DPA shall prevail.

1. **Categories of Personal Data and Data Subjects**. The Controller authorizes AppZen to Process such Personal Data the extent of which is determined and controlled by the Controller. The current nature of the Personal Data is specified in Appendix 1 to Schedule 1 to this DPA.
2. **Purpose of Processing.** The objective of Processing of Personal Data by AppZen shall be limited to AppZen’s provision of the Services to the Controller/ its Subject, pursuant to the Agreement.
3. **Controller’s Processing of Personal Data.** The Controller warrants that it has the right and authority to request AppZen to Process the Personal Data and that its instructions for the Processing of Personal Data shall comply with applicable data protection laws and regulations. The Controller shall have sole responsibility for the accuracy, quality, and legality of Personal Data, and the means by which the Controller acquired Personal Data.
4. **Duration of Processing.** AppZen will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing by the Controller.
5. **AppZen’s obligations.**
6. AppZen will follow written and documented instructions received, including by email, from the Controller, its affiliate, agents or personnel, with respect to the Processing of Personal Data (each, an “**Instruction**”).
7. The Processing described in the Agreement and the relating documentation shall be considered as Instruction from the Controller.
8. At the Controller’s request, AppZen will provide reasonable assistance to the Controller in responding to/ complying with requests / directions by Data Subject in exercising their rights or of the applicable regulatory authorities regarding AppZen’s Processing of Personal Data.
9. **Data Secrecy.** To Process the Personal Data, AppZen will only use personnel who are (i) informed of the confidential nature of the Personal Data, (ii) actually performing the Services in accordance with the Agreement. Further, AppZen will maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of the Personal Data including the measures stated in Appendix 2 of Schedule 1 attached to this DPA. For this clause, an email form of communication by the Parties in determining project specific security standards shall be accepted.
10. **Audit Rights**
11. Upon Controller’s reasonable request, AppZen will make available to the Controller, information as is reasonably necessary to demonstrate AppZen’s compliance with its obligations under the GDPR or other applicable laws in respect of its Processing of the Personal Data. When the Controller wishes to conduct the audit (by itself or through a representative) at AppZen’s site, it shall provide at least fifteen (15) days’ prior written notice to AppZen; AppZen will provide reasonable cooperation and assistance in relation to audits, including inspections, conducted by the Controller or its representative.
12. The Controller shall bear the expense of such an audit.
13. **Mechanism of Data Transfers.** If the Agreement requires Data Transfer for the purpose of Processing by AppZen from a country in the European Economic Area (the “**EEA**”) to a country outside the EEA the Parties agree to be bound by the Standard Contractual Clauses as detailed in Schedule 1 to the DPA. Where such model clauses have not been executed at the same time as the Agreement or this DPA, they shall be deemed in effect upon execution of the Agreement or this DPA where the transfer of Personal Data outside of the EEA is required for the performance of the Agreement.
14. **Subprocessors.**
15. The Controller acknowledges and agrees that AppZen may engage third-party Subprocessor(s) in connection with the performance of the Services, provided such Subprocessor(s) take technical and organizational measures to ensure confidentiality of Personal Data shared with them. If Subprocessor(s) do comply with the aforementioned requirement, it will be deemed that the Controller has approved appointment of such Subprocessor(s). In accordance with Article 28(4) of the GDPR, AppZen shall remain liable to Controller for any failure on behalf of a Subprocessor to fulfil its data protection obligations under the DPA in connection with the performance of the Services.
16. AppZen shall execute the appropriate written agreements with the Subprocessors in accordance with, and not less protective than, the provisions of this DPA.
17. If the Controller has a concern that the Subprocessor(s) Processing of Personal Data is reasonably likely to cause the Controller to breach its data protection obligations under the GDPR, the Controller may object to AppZen’s use of such Subprocessor and AppZen and Controller shall confer in good faith to address such concern.
18. **Personal Data Breach Notification.**
19. AppZen shall maintain defined procedures in case of a Personal Data Breach (as defined under the GDPR) and shall without undue delay notify Controller if it becomes aware of any Personal Data Breach, unless such Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons.
20. AppZen shall provide the Controller with all reasonable assistance to comply with the notification of Personal Data Breach to Supervisory Authority and/or the Data Subject, to identify the cause of such Data Breach and take such commercially reasonable steps as reasonably required to mitigate and remedy such Data Breach.
21. Processor’s notification of or response to a Personal Data Breach under this DPA will not be construed as an acknowledgement by AppZen of any fault or liability with respect to the data incident.
22. **Deletion of Personal Data.** Within thirty (30) days of the expiration or termination of the Agreement, AppZen will delete or otherwise destroy all the Personal Data of Controller still in AppZen’s possession.
23. **Technical and Organizational Measures.** Having regard to the state of technological development and the cost of implementing any measures, AppZen will take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to: (a) the harm that might result from unauthorized or unlawful processing or accidental loss, destruction or damage; and (b) the nature of the data to be protected including the measures stated in Appendix 2 of Schedule 1.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Agreement with effect from the Effective Date set out above.

|  |  |
| --- | --- |
| **Processor.** | **Controller.** |
| Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE 1 TO DPA**

**STANDARD CONTRACTUAL CLAUSES** (**PROCESSORS**)

**Standard Contractual Clauses** (**processors**)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

**Name of the data exporting organization (Controller)**:

**Address**:

Tel.: [●]; fax: [●]; e-mail:

(the data **exporter**)

And

**Name of the data importing organization (Processor)**: **AppZen Inc**

**Address**: 6201 America Center Drive Suite 300 San Jose, CA 95002.

Tel.: [●]; fax: [●];

Other information needed to identify the organization:

(the data **importer**)

each a “party”; together the “parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

**Clause 1: Definitions**

For the purposes of the Clauses:

* 1. *“personal data”, “special categories of data”, “process/processing”, “controller”, “processor”, “data subject”* and *“supervisory authority”* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
  2. *“the data exporter”* means the controller who transfers the personal data;
  3. *“the data importer”* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
  4. *“the subprocessor”* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
  5. *“the applicable data protection law”* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
  6. *“technical and organisational security measures”* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

**Clause 2: *Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

**Clause 3: *Third-party beneficiary clause***

* + 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
    2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
    3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
    4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

**Clause 4: *Obligations of the data exporter***

The data exporter agrees and warrants:

* 1. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
  2. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
  3. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
  4. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
  5. that it will ensure compliance with the security measures;
  6. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
  7. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
  8. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
  9. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
  10. that it will ensure compliance with Clause 4(a) to (i).

**Clause 5: *Obligations of the data importer***

The data importer agrees and warrants:

* 1. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
  2. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
  3. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
  4. that it will promptly notify the data exporter about:
     + 1. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
       2. any accidental or unauthorised access, and
       3. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
  5. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
  6. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
  7. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
  8. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
  9. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
  10. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

**Clause 6: *Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.
3. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
4. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

**Clause 7: *Mediation and jurisdiction***

* + 1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

* + 1. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

**Clause 8: *Cooperation with supervisory authorities***

* + 1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
    2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
    3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

**Clause 9: *Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

**Clause 10: *Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

**Clause 11: *Subprocessing***

* + 1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor’s obligations under such agreement.
    2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
    3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely United States of America.
    4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

**Clause 12: *Obligation after the termination of personal data processing services***

* + 1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
    2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

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| --- | --- |
| **On behalf of the data exporter:**  Name (written out in full): | **On behalf of the data importer:**  Name (written out in full): |
| Position: | Position: |
| Address: | Address: |
| Other information necessary in order for the contract to be binding (if any): | Other information necessary in order for the contract to be binding (if any): |
| Signature | Signature |
| (stamp of organisation) | (stamp of organisation) |

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the Parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

[●]

Data Exporter is the legal entity that has executed the Standard Contractual Clauses as a Data Exporter.

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

AppZen Inc through its AI Platform provides finance teams of its customers with back office automation in order to audit expense reports and invoices, identify contract gaps, track and follow up on compliances. The platform primarily scans documents and extracts information from them, audits the information and flags items of concern as per the rules set/ modified by the customers of AppZen Inc.

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Personal data of third parties and the employees of data exporter.

**Categories of data**

The personal data transferred concern the following categories of data (please specify):

1. Contact information (such as name, customer’s name, customer’s organization, employee's or contractors of customer’s and email address)
2. Employee identification number
3. Expense report details (such as merchant information)
4. Information individuals submit in connection with expense reports, (such as copies of receipts, last 4 digits of credit card, names, and affiliations of attendees at activities incurring expenses, and explanations of business purposes/justifications)

**Special categories of data** (**if appropriate**)

The personal data transferred concern the following special categories of data (please specify):

NA

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

[●]

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| --- | --- |
| **On behalf of the data exporter:**  Name (written out in full): | **On behalf of the data importer:**  Name (written out in full): |
| Position: | Position: |
| Address: | Address: |
| Other information necessary in order for the contract to be binding (if any): | Other information necessary in order for the contract to be binding (if any): |
| Signature | Signature |
| (stamp of organisation) | (stamp of organisation) |

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties

**Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4**(**d**) **and 5**(**c**)(**or document/legislation attached**)**:**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data made available by data exporter as follow:

1. SOC 1/SOC 2 for period between July 1, 2018 and Jun 30, 2019
2. ISO No: SEC1663v1.0
3. Adherence to the Information Security policy of data importer

Data Importer will not materially decrease the overall security of the Personal Data during the term of the contractual relationship with data exporter.

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| --- | --- |
| **On behalf of the data exporter:**  Name (written out in full): | **On behalf of the data importer:**  Name (written out in full): |
| Position: | Position: |
| Address: | Address: |
| Other information necessary in order for the contract to be binding (if any): | Other information necessary in order for the contract to be binding (if any): |
| Signature | Signature |
| (stamp of organisation) | (stamp of organisation) |