This Data Processing Addendum ("DPA") forms part of the Agreement between the party identified in the Agreement ("Customer") and Flipsnack, and applies to the extent that Flipsnack processes Personal Data on behalf of Customer in the course of providing the Services. This DPA is entered into as of the later of the dates beneath the parties’ signature below.

1. Definitions and interpretation

1.1. “Agreement” means the written or electronic agreement between Customer and Flipsnack for the provision of Services to Customer

1.2. “Controller” is the party that determines the purposes and means of the Processing of Personal data.

1.3. “Processor” The party that Processes Personal Data on behalf of the Controller

1.4. “Personal data” means any information relating to an identified or identifiable natural person, within the meaning of GDPR

1.5. “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

1.6. “Data subject” The identified or identifiable natural person that the Personal Data is related to

1.7. “Data Protection Law” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their members states, Switzerland, the United Kingdom, and the United States and its states, applicable to the Processing of Personal Data under the Agreement.


1.9. “Flipsnack” means the Flipsnack entity that is party to the Agreement and this DPA, moreover Flipsnack LLC, a company incorporated in State of Michigan.

1.10. “EU Commission Model Clauses” means standard contractual clauses, executed by and between Customer and Flipsnack and incorporated herein pursuant to European Commission in Commission Decision 2010/87/EU of 5th February 2010

1.11. “Sub-processor” means any entity engaged by Flipsnack to Process Personal Data in connection with the Services

1.12. “Services” means the marketing services provided by Flipsnack to Customer pursuant to the Agreement.

1.13. “Supervisory Authority” means an independent public authority which is established by an EU Member States pursuant to GDPR.
2. Processing of Customer Personal Data

2.1. The Parties acknowledge and agree that with regard to the processing of Personal Data, Customer is the Controller and Flipsnack is the Processor. In some circumstances, Customer may be a Processor, in which case Customer appoints Flipsnack as Customer’s sub-processor, which shall not change the obligations of either Customer or Flipsnack under this Data Processing Addendum, as Flipsnack will remain a Processor with respect to the Customer in such event.

2.2. Flipsnack shall Process Personal Data for the purposes set forth in the Agreement and only in accordance with the lawful, documented instructions of Customer, except where otherwise required by applicable law. The Agreement and this Data Processing Addendum set out Customer’s complete instructions to Flipsnack in relation to the Processing of Personal Data and any Processing required outside the scope of these instructions will require prior written agreement of the parties.

2.3. Flipsnack ensures that: (a) only employees which must have access to the Personal Data in order to meet Flipsnack’s obligations under the Agreement have access to Personal Data, (b) such employees have received appropriate training regarding their responsibilities and obligations with respect to the Processing, protection and confidentiality of Personal Data.

2.4. Flipsnack, as Processor, has complied and will continue to comply with all applicable requirements of the GDPR, CCPA, and if to the extent agreed between parties in writing, Data Protection Legislation in other jurisdictions to the extent Customer and Flipsnack have agreed such legislation is applicable and the Service is able to comply.

2.5. Customer, as a Controller, shall be responsible for ensuring that, in connection with Customer Data and Subscription Services: (a) it has complied, and will continue to comply, with all applicable privacy and data protection laws, including EU Data Protection Legislation; and (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Flipsnack for Processing in accordance with the terms of the Agreement and this GDPR Addendum.

3. Data Breach

3.1. Upon becoming aware of a Security Incident, Flipsnack shall notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer. Flipsnack will take steps to immediately identify and remediate the cause of such Security incident.

4. Security

4.1. Flipsnack will implement and maintain appropriate technical and organizational measures security measures (TOMs) to protect against Personal Data Breaches and to preserve the security and confidentiality of Personal Data processed by Flipsnack on behalf of Customer in the provision of the Service. TOMs are subject to technical progress and development. Accordingly, Flipsnack may update or modify the TOMs provided that the functionality and security of the Services are not degraded.
5. Audit Reports; Privacy Impact Assessment

5.1. On written request from Customer, Flipsnack shall provide necessary information to demonstrate compliance with this DPA and shall allow for, and contribute to, audits by a reputable auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Flipsnack, provided that Customer shall not exercise this right more than once in any 12 months rolling period.

5.2. Customer and Flipsnack will discuss and agree in advance on the reasonable start date, scope, and duration of and security and confidentiality obligations applicable to any audits.

5.3. Where required by Data Protection Laws, Flipsnack will reasonably cooperate with Customer, at Customer’s expense, where Customer is conducting a data protection impact assessment. Such assistance shall be solely in relation to Processing of Customer Personal Data by Flipsnack.

6. Confidentiality

6.1. Confidentiality of Processing. Flipsnack shall ensure that any person that it authorizes to Process the Personal Data (including its staff, agents, subcontractors and Sub-processors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship.

7. Return or Deletion of Customer Personal Data

7.1. Upon termination or expiration of the Agreement, Flipsnack shall, in accordance with the terms of the Agreement, delete or make available to Customer for retrieval all relevant Personal Data (including copies) in Flipsnack's possession, save to the extent that Flipsnack is required by any applicable law to retain some or all of the Personal Data. In such event, Flipsnack shall extend the protections of the Agreement and this DPA to such Personal Data and limit any further Processing of such Personal Data to only those limited purposes that require the retention, for so long as Flipsnack maintains the Personal Data.

8. Data Transfers

8.1. Any transfer of Personal Data under the Agreement from the EU, EEA, Member States and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws or which transfer is not otherwise governed by a framework approved by a framework approved by the European Commission (such as the EU-US and Switzerland-US Privacy Shield framework) to which Flipsnack is officially certified, shall be subject to Standard Contractual Clauses. The Standard Contractual Clauses shall come into effect and be deemed executed upon execution of this DPA and shall apply pursuant to the order of precedence described in the preceding sentence.

9. Sub-processors

9.1. Flipsnack engages Sub-processors to provide certain services on its behalf. Customer consents to Flipsnack engaging Sub-processors to process Personal Data under the Agreement. Flipsnack will be
responsible for any act, errors, or omissions of its Sub-processes that causes Flipsnack to breach any of Flipsnack’s obligations under this DPA.

9.2. Flipsnack will enter into an agreement with each Sub-processor that obligates the Sub-processor to process Personal Data in a manner consistent with the standards set forth in the DPA, and at minimum, at the level of data protection required by Data Protection Law.

9.3. Flipsnack will provide a list of Sub-processors that it engages to process Personal Data upon written request by Customer or as otherwise made available by Flipsnack on its website.

9.4. Flipsnack agrees to (i) to provide prior notice to Customer, add or make changes to the Sub-processors; and (ii) if Customer has a reasonable objection to any new or replacement Sub-processor, it shall notify Flipsnack of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith.

10. Governing Law

10.1. This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and in accordance with the laws of the State of California.

11. Termination

11.1. This DPA shall terminate automatically upon termination of the Agreement.

12. Miscellaneous

12.1. Except as amended by this DPA, the Agreement will remain in full force and effect.

12.2. In the event of any conflict between this DPA and any privacy related provisions in the Agreement, the terms of this DPA will prevail.

The parties’ authorized signatories have duly executed this DPA:

On behalf of Customer:

Name (written out in full): ____________
Position: ____________
Address: ____________
Signature: ____________

On behalf of Flipsnack LLC

Name: Adrian Moza
Position: Chief Operational Officer
Address: 2250 Buttersfield Dr, Suite 240, Troy, Michigan, 48084, United States of America
Signature: ____________
EXHIBIT 1

This Exhibit 1 is part of the DPA and must be included as part of and signed with the DPA to be valid and legally binding.

Commission Decision C(2010)593

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 organisation: ........................................................................................................................................................................

Address: ........................................................................................................................................................................................................

Tel.:..........................................................; fax:..................................................; e-mail:.................................................................

Other information needed to identify the organisation:

........................................................................................................

(the data exporter)

And

Name of the data importing organisation:

Flipsnack LLC
Address:
2250 Butterfield Dr., Suite 240, Troy, Michigan, 48084, United States of America
Tel.: (001) 650-741-1328; e-mail:dpo@flipsnack.com

Other information needed to identify the organisation:

........................................................................................................

(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:

(a) '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;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) '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;

(d) '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;

(e) '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;

(f) '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.

1 Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.
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:

(a) 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;

(b) 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;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) 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;

(e) that it will ensure compliance with the security measures;

(f) 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;

(g) 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;

(h) 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;

(i) 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

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) 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;

(b) 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

2 Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.
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;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

   (i) 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,

   (ii) any accidental or unauthorised access, and

   (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) 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;

(f) 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;

(g) 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;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) 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.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. 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.

2. 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

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3 This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.
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.

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.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature…………………………………………………..

(stamp of organisation)
On behalf of the data importer:

Name (written out in full): Adrian Moza
Position: Chief Operational Officer
Address: 2250 Butterfield Dr., Suite 240, Troy, Michigan, 48084, United States of America

Other information necessary in order for the contract to be binding (if any):

Signature……………………………………….
(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):

The data exporter is: (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and, (ii) all Affiliates of the data exporter on whose behalf data importer processes personal data of data subjects located in the European Economic Area (EEA), Switzerland or the United Kingdom.

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

Data importer is a provider of digital publications software (the “Services”) which involves processing personal data provided by, and pursuant to the instructions and directions of, the data exporter in accordance with the terms of the DPA and all related orders between data exporter and data importer (the "Agreement").

Data subjects
The personal data transferred concern the following categories of data subjects:

The categories of data subjects whose personal data may be processed in connection with the Subscription Services are determined and controlled by the data exporter in its sole discretion and
may include but are not limited to: customers, contacts and prospects of data exporter; employees or contractors of data exporter.

**Categories of data**
The personal data transferred concern the following categories of data:

The categories of personal data are determined by data exporter in its sole discretion and may include but are not limited to: first and last name; employer; business role; professional title; contact information (e.g., email, phone, physical address); business network; business experience; business interests; localization data, and; device identification data.

**Special categories of data (if appropriate)**
The personal data transferred concern the following special categories of data:

Special categories of personal data, if any, are determined by data exporter in its sole discretion and may include, but are not limited to, information revealing racial/ethnic origin, political, religious or philosophical beliefs, trade union membership or health data.

**Processing operations**
The personal data transferred will be subject to the following basic processing activities:

Data importer will process personal data as necessary to perform the Services pursuant to the Agreement.

**DATA EXPORTER**

Name:........................................
Authorised Signature:........................

**DATA IMPORTER**

Name: Adrian Moza
Authorised Signature:
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 organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer implements technical, physical and organisational measures to protect personal data it processes on behalf of its customers from loss, destruction, misuse, alteration, disclosure and unauthorised access. These measures include but are not limited to: operational and security awareness training, restricted access and monitoring of buildings, systems and files, network protection services including firewalls and password policy management.

ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

(a) the data exporter promptly notifying the data importer of a claim; and
(b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim⁴.

DATA EXPORTER

Name:.................................

Authorised Signature .................

DATA IMPORTER

Name: Adrian Moza

Authorised Signature:

⁴ Paragraph on liabilities is optional.