



## Data Processing Addendum

This Data Processing Addendum ("**Addendum**") is entered into on May 23<sup>rd</sup>, 2018, by and between Karniboo Technologies Limited dba ClickCease ("**ClickCease**") and Leichtgemacht e.U. ("**Customer**").

WHEREAS, Customer has entered into an agreement with ClickCease on May 23<sup>rd</sup>, 2018 (the "**Agreement**") pursuant to which ClickCease agreed to provide Customer with certain click fraud prevention and detection services as set out in the Agreement (the "**Services**").

WHEREAS, the Services involve processing certain personal data and the parties wish to regulate ClickCease's processing of such personal data, through this Data Processing Addendum, which shall be incorporated in and become an integral part of the Agreement.

THEREFORE, the parties hereby agree as follows:

1. Customer hereby commissions, authorizes and requests that ClickCease provide Customer the Services, which involves Processing of Personal Data (as these capitalized terms are defined and used in the European Union General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) ("**Data Protection Law**").
2. Capitalized terms used herein without definition shall have the meaning assigned to them in the Agreement or the Data Protection Law.
3. ClickCease will Process the Personal Data only on Customer's behalf and for as long as Customer instructs ClickCease to do so. ClickCease shall not Process the Personal Data for any purpose other than the purpose set forth in this Addendum.
4. The nature and purposes of the Processing activities are as set out in the Agreement. The Personal Data Processed may include, without limitation:
  - 4.1. Users' Internet Protocol (IP) address;
  - 4.2. Basic information about the computer device Users use to access Your Ad;
  - 4.3. The browser Users use, its version and language;
  - 4.4. The general geographic area Users are located in;
  - 4.5. A unique identifier ClickCease assigns to each User's device;
  - 4.6. Users' session duration; and
  - 4.7. Users' interactions and user-interface clicks on Your Ad and Customer's webpage(s).
  - 4.8. PPC platform related information such as campaigns name, triggered keywords, adgroups etc.
5. The Data Subjects, as defined in the Data Protection Law, about whom Personal Data is Processed are:
  - 5.1. Individuals who visits the customer's webpages
6. Customer is and will remain at all times the 'Data Controller', and ClickCease is and will remain at all times the 'Data Processor' (as these capitalized terms are defined and used in Data Protection Law). As a Data Processor, ClickCease will Process the Personal Data only as set forth in this



Addendum. ClickCease and Customer are each responsible for complying with the Data Protection Law applicable to them in their roles as Data Controller and Data Processor.

7. ClickCease will Process the Personal Data only on instructions from Customer documented in this Addendum or otherwise provided, including with regard to cross-border transfers of Personal Data. The foregoing applies unless ClickCease is otherwise required to do so by law to which it is subject (and in such a case, ClickCease shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). ClickCease shall immediately inform Customer if, in ClickCease's opinion, an instruction is in violation of Data Protection Law.
8. ClickCease will make available to Customer all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Law, shall maintain all records required by Article 30(2) of the GDPR, and shall make them available to the Customer upon request.
9. ClickCease will follow Customer's instructions to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it, within the Services' technical capabilities. ClickCease will pass on to Customer requests that it receives from Data Subjects regarding their Personal Data Processed by ClickCease. Any request from Data Subjects arising out of the processing of Personal Data by ClickCease, including but not limited to rectification, erasure, and blocking of Personal Data, portability requests and objection, has to be asserted to Customer. Customer is solely liable for responding to Data Subjects on such requests.
10. Customer acknowledges and agrees that ClickCease uses the following sub-processors to Process Personal Data:
  - 10.1. Intercom, Inc. – chat support
  - 10.2. PayPal, Inc. – payment processing
  - 10.3. Stripe, Inc. – payment processing
  - 10.4. lcount.co.il - invoicing
  - 10.5. Azure.com – It infrastructure.
  - 10.6. gSuit – Internal communications
11. Customer authorizes ClickCease to engage subprocessors for carrying out specific processing activities of the Services, provided that ClickCease informs the Customer at least 10 business days in advance of any new or substitute subprocessor (including in respect of any material changes in the other subprocessor's ownership or control), in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced subprocessor. If Customer so objects, ClickCease may not engage that new or substitute subprocessor for the purpose of Processing Personal Data, and ClickCease may either select another subprocessor in which case the above procedure shall repeat, or if it so chooses, terminate the Agreement with no liability to Customer for such premature termination.



12. Without limiting the foregoing, in any event that ClickCease engages another subprocessor, ClickCease will ensure that the that subprocessor is contractually bound by obligations consistent with ClickCease's obligations under this Addendum, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR.
13. ClickCease and its subprocessors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors (e.g., Privacy Shield) recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data in accordance with the Data Protection Law, or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Model Clauses).
14. Customer and ClickCease hereby subscribe and enter into the standard contractual clauses for the transfer of personal data to processors established in third countries (2010/87/EU) attached hereto as **Exhibit A**.
15. In Processing Personal Data, ClickCease will implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.
16. ClickCease will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
17. ClickCease shall allow for and contribute to audits, including carrying out inspections on ClickCease's business premises conducted by Customer or another auditor mandated by Customer, at Customer's cost and expense, during normal business hours and subject to a prior notice to ClickCease of at least 10 days as well as appropriate confidentiality undertakings by Customer covering such inspections in order to establish ClickCease's compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that ClickCease processes on behalf of Customer.
18. ClickCease shall without undue delay notify Customer of any security breach it becomes aware of regarding Personal Data of Data Subjects that ClickCease Processes. ClickCease will undertake commercially reasonable efforts to mitigate the breach and prevent its reoccurrence. Customer and ClickCease will cooperate in good faith on issuing any statements or notices regarding such breaches, to authorities and Data Subjects.
19. ClickCease will assist Customer with the eventual preparation of data privacy impact assessments and prior consultation as appropriate, provided, however, that if such assistance entails material costs or expenses to ClickCease, the parties shall first come to agreement on Customer reimbursing ClickCease for such costs and expenses.
20. ClickCease will provide Customer prompt notice of any request it receives from authorities to produce or disclose Personal Data it has Processed on Customer's behalf, so that Customer may contest or attempt to limit the scope of production or disclosure request.
21. Upon Customer's request, ClickCease will delete the Personal Data it has Processed on Customer's behalf under this Addendum from its own and its subprocessor's systems, or, at Customer's choice,



return such Personal Data and delete existing copies, and upon Customer's request, will furnish written confirmation that the Personal Data has been deleted pursuant to this section.

22. The duration of Processing that ClickCease performs on the Personal Data is for the period set out in the Agreement. This Addendum shall prevail in the event of inconsistencies between it and the Agreement or subsequent agreements entered into or purported to be entered into after the date of this Addendum – except where explicitly agreed otherwise in writing.
23. ClickCease has appointed the person listed below as a contact person for data protection purposes: Yuval Haimov. Any change in this contact person shall be disclosed promptly to Customer.
24. In the event of any conflicting stipulations between this Addendum and the Agreement or any other agreement in place between the parties, the stipulations of this Addendum shall prevail.

[Signature Page Follows]

**Karniboo Technologies Limited**

**Customer:** Leichtgemacht e.U.

By:   
Authorized Signature

By: Michael Schneider  
Authorized Signature

Print Name: Yuval Haimov

Print Name: Michael Schneider

Title: CEO

Title: Founder & CEO

Date: May 17<sup>th</sup>, 2018

Date: 23.05.2018



## Exhibit A - Standard Contract Clauses

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### 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: `Leichtgemacht e.U`

Address: `Polgarstrasse 30A/8/3`

`1220 Vienna, Austria`

email: `office@leichtgemacht.at`

(the **data exporter**)

And

Name of the data importing organisation: **Karniboo Technologies Limited dba ClickCease, a limited liability company formed under the laws of Israel.**

Address: **26th Eliphelet Street, Tel Aviv, Israel**

e-mail: `privacy@clickcease.com`

(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.

*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<sup>1</sup>***

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 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:

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<sup>1</sup> 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.





- (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; The data exporter is hereby informed, and provides its written consent, to subprocessing with the subprocessors set out in Section 10 of the Agreement to which these clauses are appended to.
- (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 or 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 applicable data protection law.



#### *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.
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): Michael Schneider

Position: Founder & CEO

Address: Polgarstrasse 30A/8/3  
1220 Vienna, Austria

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): Yuval Haimov

Position: CEO

Address: 26th Eliphelet Street, Tel Aviv, Israel

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 the owner and operator of a comparison platform that provides craftsman services and their prices in real time.

### **Data importer**

The data importer is the owner and operator of a technology platform that provides businesses the ability to monitor, detect and block fraudulent clicks on their PPC ads.

### **Data subjects**

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

- Individuals that visit the customer webpages and click the customer's ads

### **Categories of data**

The personal data transferred concern the following categories of data:

- Users' Internet Protocol (IP) address.
- Basic information about the computer device Users use to access Your Ad.
- The browser Users use, its version and language.
- The general geographic area Users are located in.
- A unique identifier ClickCease assigns to each User's device.
- Users' session duration.
- Users' interactions and user-interface clicks on Your Ad and Customer's webpage(s).
- Other categories and types of information as determined by and at the sole discretion of the data exporter on whose behalf the information is collected (if any).
- PPC platform related information such as campaigns name, triggered keywords, adgroups etc.

### **Processing operations**

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

Uploading to the data importer's platform, storage on the data importer's platform, retrieval, analytics reporting and derived insights.

#### **DATA EXPORTER**

Name:.....

Authorised Signature .....

#### **DATA IMPORTER**

Name: Yuval Haimov

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):**

- Managing database access privileges and imposing restrictions on those with access privileges. This includes maintaining an updated list of users authorized to access the database, according to the various access privileges.
- Having its staff who are authorized users of the data importer execute an undertaking of confidentiality and obligations.
- Employing appropriate security measures, commensurate with the sensitivity of the information, to prevent inadvertent or deliberate system intrusion beyond the scope of a user's access privileges.
- Detecting information integrity breaches and handling such breaches.
- Developing measures to give the data exporter greater control over the various data processing settings.
- Establishing procedures to have the data deleted from the data importer's systems at the end of the engagement.