

## **DATA PROCESSING ADDENDUM**

This Data Processing Addendum ("DPA") is incorporated by reference into and forms an integral and inseparable part of the Agreement between Customer (as defined in the Agreement) and Servi Smart Solutions Ltd. ("Duve") to reflect the parties' agreement with regard to the Processing of Personal Data. Both parties shall be referred to as the "Parties" and each, a "Party".

### **BACKGROUND**

Duve provides the services defined in the Agreement (the "Services").

This DPA governs the Processing of Personal Data by Duve, in the course of providing the Services to Customer. Customer enters into this DPA on behalf of itself and, to the extent required by virtue of the Services provided by Duve and under applicable Data Protection Laws and relevant to the Services, in the name and on behalf of its affiliates.

Duve acts as a Processor and Customer and its Authorized Affiliates act as Controllers under the DPA. Customer is solely responsible for obtaining any relevant authorizations, consents and permissions for the Processing of Personal Data in accordance with this DPA, including, where applicable, approval by the Authorized Affiliates to use Duve as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any Authorized Affiliates.

### **IT IS AGREED:**

**1. Definitions.** All capitalized terms used in this DPA shall have the meanings given to them below:

The terms, "**Controller**", "**Data Subject**", "**Member State**", and "**Processor**", shall have the same meaning as in the GDPR. The terms "**Business**", and "**Business Purpose**", "**Consumer**" and "**Service Provider**" shall have the same meaning as in the CCPA. For the purposes of this DPA, where the CCPA applies, references to the terms Controller and Processor shall mean Business and Service Provider, respectively.

"**Authorized Affiliate**" means any of Customer's affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and Duve but has not signed its own agreement with Duve and is not a "Customer" as defined under the Agreement.

"**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq., and its implementing regulations, as may be amended from time to time, including the California Privacy Rights Act.

"**Data Protection Laws**" means all applicable and binding privacy and Data Protection Laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Israel and the United States of America, as applicable to the Processing of Personal Data under the Agreement including (without limitation) the GDPR, the UK GDPR, the FADP, the CCPA, the Virginia Consumer Data Privacy Act, and the Colorado Privacy Act, as known or reasonably expected by Duve to be applicable to the Processing of Personal Data hereunder and in effect at the time of Duve's performance hereunder.

"**FADP**" means the Federal Act on Data Protection of 19 June 1992, and as revised as of 25 September 2020.

**"Processing"** ("process", "processes" and "processed" shall be interpreted accordingly) means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, creation, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**"Personal Data"** or **"Personal Information"** means any information (i) relating to an identified or identifiable natural person; or (ii) that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, regardless of the media in which it is maintained, that is processed by Duve on Customer's behalf in connection with the performance of the Services under the Agreement and this DPA.

**"GDPR"** means the General Data Protection Regulation 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).

**"UK GDPR"** means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

**"Standard Contractual Clauses"** means (a) where the GDPR applies, the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ("**EU SCCs**"), or (b) where the UK GDPR applies, the International Data Transfer Addendum to the EU Standard Contractual Clauses of 21 March 2022 ("**UK Addendum**").

## **2. Data Protection Obligations.**

### **2.1 Compliance with Laws.**

- a. Both Parties shall comply with Data Protection Laws applicable to its role and scope of responsibility with respect to the Processing of Personal Data. Customer in its use of the Services, and Customer's instructions to Duve, shall comply with Data Protection Laws and Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Duve the Personal Data, and to authorize the Processing by Duve, and for Duve's Processing activities on Customer's behalf, including the pursuit of 'business purposes' as defined under the CCPA, and where Customer instructs Duve to transmit or disclose Personal Data to third parties.
- b. CCPA Standards. Duve acknowledges and confirms that it does not receive or Process any Personal Information as consideration for any services or other items that Duve provides to Customer under the Agreement. Duve shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer's behalf, and shall not retain, use, or disclose any Personal Information (i) for any purpose other than the Permitted Purposes (defined below), and/or (ii) outside of the direct business relationship between the Parties. Duve may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA, or otherwise with Customer's prior written consent. For the avoidance of doubt, such Processing shall include the pursuit of Business Purposes,

including the provision to Customer of Duve's end-to-end guest experience management platform designed to help hoteliers and hospitality experts digitize their guest journey (collectively: the "**Permitted Purposes**"). Duve shall not combine the Personal Information Processed on Customer's behalf with any information it receives from or processes on behalf of any other parties. Duve certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling and/or sharing (as such terms are defined in the CCPA) any Personal Information Processed hereunder, without Customer's prior written consent or instruction, nor taking any action that would cause any transfer of Personal Information to or from Duve under the Agreement or this DPA to qualify as "selling" or "sharing" such Personal Information under the CCPA. Duve shall notify Customer in the event Duve makes a determination that it can no longer meet its obligations under this Section 2.1 (b) and/or the CCPA.

## 2.2 Processing of Personal Data.

- a. Duve shall Process Personal Data only on behalf of Customer and for the following purposes: (i) Processing in accordance with the Agreement and this DPA; (ii) complying with Customer's reasonable and documented instructions (which shall include this DPA, the Agreement to which this DPA is annexed to/an annex to and any further written agreement or documentation signed by both parties through which Customer instructs Duve to perform specific Processing of Personal Data), where such instructions are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed; (iii) Processing only as necessary to perform the Services specified in the Agreement ; (iv) disclosing Personal Data to, or receiving Personal Data from, third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services; (v) rendering Personal Data fully anonymous, non-identifiable and non-personal in accordance with applicable standards recognized by Data Protection Laws and guidance issued thereunder; (vi) Processing as required under the laws applicable to Duve, and/or as required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, provided that Duve shall inform Customer of the legal requirement before Processing, unless such law or order prohibit such information on important grounds of public interest.
- b. Duve further warrants that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from Customer and its obligations under this DPA and that, in the event of a change in this legislation which is likely to have an adverse effect on the warranties and obligations provided under this DPA, it will notify the change to Customer as soon as it becomes aware of it, in which case Customer shall be entitled to suspend the Processing of Personal Data by Duve and/or terminate all or part of the Agreement immediately
- c. Duve shall inform Customer without undue delay if, in Duve's opinion, an instruction for the Processing of Personal Data given by Customer infringes applicable Data Protection Laws.
- d. For the avoidance of any doubt, Duve's Processing of Personal Data in accordance with this DPA, is carried out based on Customer's representations and warranties that it has received all required and applicable approvals and consents from the applicable data subjects whose Personal Data is processed hereunder, including transferring such

Personal Data to other third parties. Customer shall notify Duve in writing immediately upon the expiration or revocation of any such approval or consent.

### **2.3 Access and Use.**

- a. Duve shall further ensure that access to Personal Data by Duve's employees, contractors, agents or representatives will be granted only on a strict need-to-know basis to perform the Services.
- b. Duve warrants that it shall ensure that any such employees, agents and representatives who participate to the Processing of Personal Data will be subject to confidentiality undertakings or professional or statutory obligations of confidentiality which are in line with the obligations of Duve under this DPA and applicable law.

### **2.4 Notification of Disclosure Requests / Question.**

- a. Duve shall notify Customer as soon as possible and without undue delay upon – and in any event no later than seventy-two (72) hours after – becoming aware of:
  - (i) any request, order, demand, warrant or other document for the disclosure of and/or access to Personal Data by a supervisory authority or law enforcement authority unless otherwise prohibited under applicable law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - (ii) any request, complaint or question received from Data Subjects in relation to their Personal Data, such as requests for access, rectification, portability, deletion, objection to the Processing of their Personal Data, exercise of their right not to be subject to automated individual decision making, to opt-out of the sale or sharing of Personal Information, or the right not to be discriminated against. Duve shall not respond independently to any such questions, complaints and/or requests, and refer such requests directly to Customer unless otherwise expressly agreed in writing by Customer.

### **2.5 Assistance to Customer.**

- a. Duve shall assist Customer, through appropriate technical and organizational measures, in the fulfillment of its obligations under applicable Data Protection Laws, including but not limited Customer's obligation to respond and act upon requests from Data Subjects to exercise their privacy rights under Data Protection Laws.
- b. Further to the foregoing, Duve shall also reasonably assist Customer with any data protection impact assessments or prior consultation with the supervisory authority where required under Data Protection Laws, in relation to the Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information and taking into account the nature of the Processing and information available to Duve.

### **2.6 Notification of Data Breaches.**

- a. Duve shall notify Customer without undue delay upon becoming aware of any breach of security leading to the accidental, unauthorized or unlawful destruction, loss, damage, alteration, disclosure of, or access to, Personal Data. Duve shall provide to Customer all information relating to such breach and provide any necessary assistance to enable Customer to remedy any such breach, and shall do so in a timely manner.

- b. In particular, and without prejudice to any other right or remedy available to Customer, following discovery of a breach, Duve shall, at its own costs and expenses, promptly take:
  - (i) corrective action to mitigate any risks or damages involved with such breach and to protect the Personal Data from any further compromise; and
  - (ii) any other actions that may be required by Data Protection Laws as a result of such breach.

## **2.7 Return and Deletion.**

- a. Within one hundred and twenty (120) days after the expiration or termination of the Agreement, for whatever reason, Duve shall delete all Personal Data and copies thereof (or, at the choice of Customer, return all such Personal Data to Customer).
- b. Following termination of the Agreement and subject thereto, Duve shall, at the choice of Customer (indicated through a written notification to Duve), delete or return to Customer all the Personal Data it Processes solely on behalf of the Customer in the manner described in the Agreement, and Duve shall delete existing copies of such Personal Data unless an applicable law to which Duve is subject require otherwise. To the extent authorized or required by applicable law, Duve may also retain one copy of the Personal Data solely for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or for compliance with legal obligations.

## **2.8 Inspections.**

- a. Upon Customer's fourteen (14) days prior written request, Duve shall make available to Customer all information necessary to demonstrate compliance with this DPA. Further, Customer, or an independent auditor selected by Customer bound by a duty of confidentiality or a data protection authority with jurisdiction over Customer or, where relevant, Authorized Affiliates' activities, shall be entitled to conduct, once in every 12-months or following a Data Protection Breach, an audit of Duve's (and/or where feasible and possible any of Duve's subcontractors') data Processing facilities to ensure compliance with this DPA, provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Duve's prior written approval. In the event of an audit or inspections, Customer shall ensure that it (and each of its mandated auditors) will not cause any damage, injury or disruption to Duve's premises, equipment, personnel and business while conducting such audit or inspection. Upon Duve's first request, Customer shall return all records or documentation in Customer's possession or control provided by Duve in the context of the audit and/or the inspection.
- b. Such audits shall be coordinated in advance and be performed during normal business hours and in a way that does not interfere with normal business activities of Duve and, where relevant, Duve's subcontractors. In the event that such an audit reveals that Duve is not compliant with its obligations under this DPA, Duve shall promptly bring itself into compliance and pay reasonable costs associated with the audit, without prejudice to any other right or remedy available to Customer.

## **2.9 Subcontracting and Transfers to other Customer Processors.**

- a. Duve shall be allowed to engage subcontractors for carrying out specific Personal Data Processing activities, subject to the following aggregate requirements:
  - (i) Duve makes available to Customer the current list of sub-processors used by Duve to Process Personal Data via <https://duve.com/sub-processors-list/> (“**Sub-Processors List**”). The Sub-Processors List as of the date of first use of the Services by Customer is hereby deemed authorized upon first use of the Services. Duve shall notify Customer of any intended changes concerning the addition or replacement of subcontractors thereby giving Customer the opportunity to reasonably object to such changes;
  - (ii) Customer may reasonably object to Duve’s use of a new Sub-processor, for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor, by notifying Duve promptly in writing within seven (7) days after receipt of a Duve notification. Such written objection shall include the reasons for objecting to Duve’s use of such new Sub-processor. Failure to object to such new Sub-processor in writing within seven (7) days following Duve’s notice shall be deemed as acceptance of the new Sub-Processor;
  - (iii) Duve shall impose on its Sub-Processor(s), by way of a written agreement, and shall downstream the same or materially similar data protection and processing obligations imposed on it under this DPA to its Sub-Processor.
  - (iv) In any event, Duve remains fully liable to Customer for the performance of its subcontractor’s obligations.
- b. For avoidance of doubt, it shall not be considered sub-processing or sub-contracting for Duve to process Personal Data by way of transferring to, or receiving from other Processors the Customer is engaged with, as per the Customer’s specific instructions.

Further to the foregoing, Duve shall employ all appropriate means as per Section 3 below (Security), and among other things secure the transfer or processing on its end as per its general obligations hereunder, but in any event, Duve shall not be liable and shall be held harmless by the Customer against any damage, loss or harm of whatever nature or type, caused to or imposed on Duve, the Customer and/or any third party, relating to the processing performed by any of the Customer’s other Processors.

## **2.10 Cross-Border Data Transfers.**

- a. Duve acknowledges that some Data Protection Laws may require that additional measures be taken to secure transfers of Personal Data outside the country or region the Personal Data originates from.
- b. In such a case, Duve shall assist Customer and, where relevant, Authorized Affiliates, in implementing these additional measures where and as mandated under Data Protection Laws.
- c. Without limiting the generality of the foregoing, Duve shall not transfer any Personal Data from the European Economic Area (EAA), the United Kingdom (UK), or Switzerland to other countries which have not been subject to an adequacy decision issued by the relevant data protection authorities, without relying, for the entire duration of such transfer, on:

(i) the Standard Contractual Clauses incorporated to this DPA in Schedule 2, as applicable; or

(ii) if agreed by Customer, an alternative recognized compliant mechanism for the lawful transfer of Personal Data under Data Protection Laws (including Binding Corporate Rules, Accreditation by a recognized body according to the GDPR etc.).

(iii) Part. 4 of Schedule 2 shall apply to any of such transfers.

- d. In the event that any transfer mechanism under the Data Protection Laws is determined by a competent court or organism to be inadequate, Duve shall immediately suspend all transfers/Processing under such a mechanism and as soon as possible, rely on another appropriate alternative transfer mechanism and/or not transfer Personal Data belonging to the Customer to any third party relying on a transfer mechanism that has been invalidated.
- e. In the event that Duve fails to adopt an alternative transfer mechanism within one (1) month of the invalidation decision by the relevant authority, Customer may terminate the Agreement without penalty (except for payments for services provided until the day of termination, pro-rate), as of right and without prejudice to Customer's other rights and remedies under the Agreement.
- f. In any case, Customer and Duve agree that, in relation to the transfer and Processing of any Personal Data, the terms of the transfer mechanisms used, where applicable, will prevail over those of the Agreement and this DPA in case of inconsistency.

### **3. Security.**

Duve shall implement appropriate physical, technical and organizational measures to protect Personal Data against accidental or unauthorized loss, theft, alteration, damage, disclosure, access and against all forms of unlawful Processing.

Such measures shall ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (i) the pseudonymisation and/or encryption of Personal Data;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- (iv) the protection against viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs, including code that is intended to or has the effect of misappropriating, commandeering, or disrupting access to or use or operation of any information, device, or system; and
- (v) a process for regularly testing, assessing and evaluating the effectiveness of technical, physical and organisational measures for ensuring the security of the Processing.

Duve commits to maintaining security measures that are at least as protective as those identified during the pre-contractual process including, without limitation, representations made by Duve during the vendor review process.

### **4. Authorized Affiliates**

- 4.1 The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Duve Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "Controller". All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 4.2 Customer acts as a single point of contact under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

## **5. Term.**

This DPA enters into force at the earliest of the execution of the Agreement or this DPA and will be in force and effect until the Agreement has been terminated or expires and Duve has destroyed (or returned upon request from Customer) all Personal Data as provided for herein above.

## **6. Miscellaneous.**

- 6.1 The Parties acknowledge and agree that the activities performed by Duve under this DPA do not involve any right to specific compensation other than that compensation owed to Duve for the supply of Services in accordance with the Agreement.
- 6.2 This DPA sets out the entire Agreement and understanding between Customer and Duve with respect to the Processing of Personal Data by Duve for the purpose of providing the Services and supersedes all other agreements made between Customer and Duve on the same subject matter. In case of conflict between the Agreement and this DPA, the terms of this DPA shall prevail.
- 6.3 The parties acknowledge and agree that Customer has no knowledge or reason to believe that Duve is unable to comply with the provisions of this DPA.
- 6.4 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.



**List of Schedules:**

Schedule 1: Description of the Processing

Schedule 2: Standard Contractual Clauses

**SCHEDULE 1**  
**DESCRIPTION OF THE PROCESSING**

**Nature and purpose of Processing**

Duve processes Personal Data as necessary to perform the Services pursuant to the Agreement and/or according to specific Customer instructions in relation to disclosing and/or receiving Personal Data vis-à-vis other third-party Processors of the Customer.

**Duration of processing**

Duve processes Personal Data for the duration of the Agreement and then disposes of the Personal Data as set forth in Section 2.7 of the DPA.

**Categories of individuals whose Personal Data is processed**

- Customer's Guests/Clients who manage their booking with the Customer through the Services.

**Type of Personal Data**

Guests/clients' information, including contact details (such as full name, e-mail address etc.) and billing information, reservation details, and any interactions with the Customer through the Services.

**SCHEDULE 2**  
**STANDARD CONTRACTUAL CLAUSES**

**PART 1 – EU Standard Contractual Clauses**

The parties agree that the terms of the EU SCCs are hereby incorporated by reference and shall apply to any transfer of Personal Data from the EEA to other countries which have not been subject to a relevant adequacy decision, and such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of Personal Data under the GDPR (“**EEA Transfer**”).

1. Module 2 (Controller to Processor) of the EU SCCs shall apply where the EEA Transfer is effectuated by Customer as the data controller of the Personal Data and Duve is the data processor of the Personal Data.
2. Clause 7 of the EU SCCs (Docking Clause) shall not apply.
3. Option 2: GENERAL WRITTEN AUTHORISATION in Clause 9 of the EU SCCs shall apply, and the method for appointing and time period for prior notice of Sub-processor changes shall be as set forth in Section 2.9 of the DPA.
4. In Clause 11 of the EU SCCs, the optional language will not apply.
5. In Clause 17 of the EU SCCs, Option 1 shall apply, and the Parties agree that the EU SCC shall be governed by the laws of the Republic of Ireland.
6. In Clause 18(b) of the EU SCCs, disputes will be resolved before the courts of the Republic of Ireland.
7. Annex I.A of the EU SCCs shall be completed as follows:
  - Data Exporter: Customer.
  - Contact details: As detailed in the Agreement.
  - Data Exporter Role: Controller.
  - Signature and Date: By entering into the Agreement and the DPA, Data Exporter is deemed to have signed these EU SCCs incorporated herein, including their Annexes, as of the Effective Date of the Agreement.
  - Data Importer: Duve.
  - Contact details: As detailed in the Agreement.
  - Data Importer Role: Processor.
  - Signature and Date: By entering into the Agreement and the DPA, Data Importer is deemed to have signed these EU SCCs, incorporated herein, including their Annexes, as of the Effective Date of the Agreement.
8. Annex I.B of the EU SCCs shall be completed as follows:

The categories of data subjects are described in Schedule 1 (Details of Processing) of this DPA.  
The categories of personal data are described in Schedule 1 (Details of Processing) of this DPA.

The frequency of the transfer is a continuous basis for the duration of the Agreement.

The nature of the Processing is described in Schedule 1 (Details of Processing) of this DPA.

The purpose of the Processing is described in Schedule 1 (Details of Processing) of this DPA.

The period for which the personal data will be retained is for the duration of the Agreement, unless agreed otherwise in the Agreement and/or the DPA.

In relation to transfers to Sub-processors, the subject matter, nature, and duration of the Processing is set forth in Schedule 1 (Details of Processing) of this DPA.

9. Annex I.C of the EU SCCs shall be completed as follows:

The competent supervisory authority in accordance with Clause 13 is the supervisory authority in the Member State stipulated in Section 6 above.

10. The technical and organisational referred to in the DPA serves as Annex II of the EU SCCs.

11. To the extent there is any conflict between the EU SCCs and any other terms in this DPA or the Agreement, the provisions of the EU SCCs will prevail.

## **PART 2 – UK Addendum**

The parties agree that the terms of the UK Addendum are hereby incorporated by reference and shall apply to any transfer of Personal Data from the UK to other countries which have not been subject to a relevant adequacy decision issued by the UK Secretary of State, and such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of Personal Data under the UK GDPR. The relevant tables in the UK Addendum shall be deemed completed as follows:

**Table 1: The Parties:** as detailed in Section 7 of Part 1 of this Schedule 2.

**Table 2: Selected SCCs, Modules and Selected Clauses:** as detailed in Part 1 of this Schedule 2.

**Table 3: Appendix Information:** means the information which must be provided for the selected modules as set out in Sections 7, 8, 10 of Part 1 of this Schedule 2.

## **PART 3 – Swiss Standard Contractual Clauses**

The Parties agree that Swiss Standard Contractual Clauses are hereby incorporated by reference to the EU SCCs as detailed in Part 1 of this Schedule 2 and adjusted with the necessary adaptations and amendments for use under the FADP.

## **PART 4 – Additional Safeguards**

1. In the event of a transfer from the EEA, the UK, or Switzerland to other countries which have not been subject to a relevant adequacy decision issued by the relevant data protection authority, and such transfer is not performed through an alternative recognized compliance mechanism

for the lawful transfer of Personal Data under the GDPR, UK GDPR or the FADP, the Parties agree to supplement these with the following safeguards and representations, where appropriate:

- a. The data importer as defined in Part.1 of this Schedule 2 shall have in place and maintain in accordance with good industry practice measures to protect the Personal Data from interception (including in transit from the data exporter as defined in Part.1 of this Schedule 2 to the data importer and between different systems and services). This includes having in place and maintaining network protection intended to deny attackers the ability to intercept data and encryption of Personal Data whilst in transit and at rest intended to deny attackers the ability to read data.
  - b. The data importer will make commercially reasonable efforts to resist, subject to applicable laws, any request for bulk surveillance relating to the Personal Data protected under GDPR or the UK GDPR, or the FADP, including under section 702 of the United States Foreign Intelligence Surveillance Act (“**FISA**”);
  - c. If the data importer becomes aware that any government authority (including law enforcement) wishes to obtain access to or a copy of some or all of the Personal Data, whether on a voluntary or a mandatory basis, then unless legally prohibited or under a mandatory legal compulsion that requires otherwise:
    - I. The data importer shall inform the relevant government authority that the Processor is a processor of the Personal Data and that the data exporter has not authorized the Processor to disclose the Personal Data to the government authority, and inform the relevant government authority that any and all requests or demands for access to the Personal Data should therefore be notified to or served upon the Controller in writing;
    - II. The data importer will use commercially reasonable legal mechanisms to challenge any such demand for access to Personal Data which is under the data importer’s control. Notwithstanding the above, (a) the data exporter acknowledges that such challenge may not always be reasonable or possible in light of the nature, scope, context and purposes of the intended government authority access, and (b) if, taking into account the nature, scope, context and purposes of the intended government authority access to Personal Data, the data importer has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual or entity, this subsection (e)(II) shall not apply. In such event, the data importer shall notify the data exporter, as soon as possible, following the access by the government authority, and provide the data exporter with relevant details of the same, unless and to the extent legally prohibited to do so.
2. Once in every 12-month period, the data importer will inform the data exporter, at the data exporter’s written request, of the types of binding legal demands for Personal Data it has received and solely to the extent such demands have been received, including national security orders and directives, which shall encompass any Process issued under section 702 of FISA.