

Data Processing Agreement – Expert

Date Updated: December 2022

Data Processing Agreement – Human Language

Generally speaking, the Data Processing Agreement (DPA) states that you will only use personal data of the employee for the purpose of providing the services and for no other reason. You will be responsible for ensuring that this data is kept securely and is not shared with anyone without our specific approval.

If there is any kind of breach and anyone external gains access to personal data of the employee, please notify us within 24 hours and provide us with full details about the breach.

Since the personal data may only be used for the purpose of providing the services, once your services with respect to this employee have ended, you should delete any record related to the coaching process.

Please note that the description above is not a summary of the DPA nor legal advice. You are solely responsible for reading and understanding the DPA and determining that you can comply before you sign it.

Data Processing Agreement – Legal Language

This Data Processing Agreement (“**DPA**”) forms an integral part of and is subject to the Terms of Service for Experts, entered into by and between Growth Space Ltd. (“**Growth Space**”) and you (“**Expert**” and the “**Terms of Service**” respectively) as of the date it is accepted by the Expert. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms of Service.

Whereas, Growth Space Processes Personal Data (“**Customer Personal Data**”) on behalf of certain of its customers (“**Customer**”) and at their direction; and

Whereas, Growth Space is subject to certain contractual and regulatory restrictions with respect to its Processing of such Customer Personal Data; and

Whereas, in connection with the performance of its obligations under the Terms of Service, Expert may Process Customer Personal Data on behalf of Growth Space; and

Whereas, the parties wish to set forth the mutual obligations with respect to the processing of Customer Personal Data by Expert;

Now therefore, intending to be legally bound, the parties hereby agree as follows:

1. **Definitions.** In addition to capitalized terms defined elsewhere in this DPA, the following terms shall have the meanings set forth below:

- 1.1. "**Applicable Law**" means 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) ("**GDPR**"), laws implementing or supplementing the GDPR; (ii) the California Consumer Privacy Act of 2018, Cal. Civil Code Title 1.81.5 and the regulations thereunder, as expanded and amended by the California Privacy Rights Act and as may be amended from time to time (together, the "**CCPA**"), (iii) the United Kingdom General Data Protection Regulation ("**UK-GDPR**"), (iv) the Israel Protection of Privacy Law, 1981, all related regulations enacted thereunder and the Israel Privacy Protection Authority's Guidelines and the Israeli Protection of Privacy Regulations (Information Security) – 2017 (collectively, "**Israeli Privacy Law**") and/or (iv) any laws applicable to Growth Space's Processing of Customer Personal Data.
- 1.2. "**EU Laws**" means any laws of the European Union or any Member State.
- 1.3. "**EU Standard Contractual Clauses**" or "**EU SCCs**" means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available [here](#), as updated, amended, replaced or superseded from time to time by the European Commission;
- 1.4. "**Personal Data**" shall mean both Personal Data as defined under the GDPR and Personal Information as defined under the CCPA.
- 1.5. "**UK Standard Contractual Clauses**" or "**UK SCCs**" means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available [here](#), as updated, amended, replaced or superseded from time to time by the ICO.
- 1.6. The terms "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data Breach**", "**Processor**", "**Processing**", and "**Supervisory Authority**" shall have the meanings ascribed to them in the GDPR.
- 1.7. The terms "**Business**", "**Collect**", "**Consumer**", "**Processing**", "**Request to Know**", "**Request to Delete**", "**Request to Opt-Out**", "**Sell**", and "**Verifiable Consumer Request**" shall have the meanings ascribed to them in the CCPA.

2. **Roles of the parties.**

- 2.1. When Growth Space Processes Customer Personal Data that is subject to the GDPR and/or UK GDPR (as applicable), the applicable Customer serves as a Controller of such Personal Data and Growth Space serves as a Processor on its behalf. Expert shall serve as a Sub Processor of such Customer Personal Data.
- 2.2. When Growth Space Processes Personal Data of Customers that is subject to the CCPA, the applicable Customer serves as a Business with respect to such Personal Data and Growth Space serves as a Service Provider (as defined in the CCPA) on its behalf. Expert shall serve as a Service Provider of such Customer Personal Data.

3. Processing of Customer Personal Data.

- 3.1. Expert shall Process Customer Personal Data on Growth Space's behalf and at Growth Space's instructions as specified in the Terms of Service and/or in this DPA, including, without limitation, with regard to transfers of Customer Personal Data to a third country or international organization. Any other Processing shall be permitted only in the event that such Processing is required by EU laws to which Expert is subject. In such event, Expert shall, unless prohibited by such EU laws on important grounds of public interest, inform Growth Space of that requirement before engaging in such Processing.
- 3.2. Growth Space instructs Expert(i) to Process Customer Personal Data in accordance with Growth Space's written instructions, for the sole purpose of provision of the Services as detailed in the Terms of Service, as set forth in this DPA, and/or as otherwise directed by Growth Space and/or the relevant Customer; and (ii) to transfer Customer Personal Data to a country or territory as strictly necessary for the provision of the Services, subject to Applicable Law and Growth Space's prior written consent.
- 3.3. Expert will not solicit Personal Data from Growth Space's and/or its customers' Data Subjects except as expressly directed by Growth Space in writing. Expert is expressly prohibited from collecting and/or using Personal Data obtained from any source not specifically detailed in the Terms of Service and/or this DPA, including illegal sources. Expert will not disclose any Customer Personal Data to any person or entity without the prior written approval of Growth Space.
- 3.4. In addition, and without derogating from the foregoing, with respect to Personal Data subject to the CCPA, Expert hereby undertakes that it shall not: (i) sell or share any of the Customer Personal Data; (ii) retain, use or disclose any of the Customer Personal Data for any purpose other than for the specific purpose of performing the Services or as otherwise permitted by the CCPA; (iii) retain, use, or disclose any Customer Personal Data outside of the relationship with Growth Space and/or for a commercial purpose other than providing the Services; or (iv) collect, sell, retain, use, or disclose the Customer Personal Data except as necessary for the provision of the Services in accordance with the Terms of Service. Experts shall comply with all applicable sections of the CCPA and the

regulation, including implementing reasonable security procedures and practices appropriate to the nature of the Personal Data from unauthorized or illegal access, destruction, use, modification, or disclosure. Expert shall grant Growth Space and the applicable Customer the right to take reasonable and appropriate steps to ensure that Expert uses the Personal Data in a manner consistent with the business's obligations under the CCPA and the regulations. Reasonable and appropriate steps may include ongoing manual reviews and automated scans of the Expert's system and regular assessments, audits, or other technical and operational testing at least once every 12 months. Expert shall notify Growth Space no later than five business days after it makes a determination that it can no longer meet its obligations under the CCPA and the regulations. Expert grants Growth Space the right, upon notice, to take reasonable and appropriate steps to stop and remediate the Experts unauthorized use of Personal Data. Expert shall inform Growth Space of any consumer request made pursuant to the CCPA that they must comply with, and provide the information necessary to comply with the request.

3.5. Expert shall document its activities and decision-making processes regarding the implementation of this DPA. Expert shall provide Growth Space with reports as requested by Growth Space regarding the management, processing and securing of Customer Personal Data. In addition, Expert shall disclose unusual events promptly following occurrence.

3.6. The details of the Processing of Customer Personal Data are described in **Schedule A** (*Details of Processing of Customer Personal Data*), attached hereto.

4. **Expert Employees.** To the extent that Expert engages any employees, agent, consultants or other service providers, it may not give them access to any Customer Personal Data, without Growth Space's prior written consent in each instance. Expert hereby represent and warrants that all its employees, agent, consultants are other service providers are subject and bound by confidentiality obligations.

5. **Security.**

5.1. Expert shall implement and maintain appropriate technical and organizational measures to ensure an appropriate level of security of the Customer Personal Data, including, as appropriate and applicable, structural segregation of the Customer Personal Data and other security measures commensurate with the type of Customer Personal Data and the risk of a data security breach and any other measure referred to in Article 32(1) of the GDPR and as further described in Schedule C. The parties acknowledge that security requirements are constantly changing and that effective security requires frequent evaluation and regular improvements of outdated security measures. Expert will therefore evaluate the measures implemented in accordance with this Section 5 on an ongoing basis and will, at its own cost and expenses, tighten, supplement and improve these measures in order to maintain compliance with the requirements set out herein.

- 5.2. Without limitation of the foregoing, Expert represents and warrants to Growth Space that it will comply with its obligations under Applicable Law and will maintain and process the Customer Personal Data separately from data processed for third parties, including, without limitation, Expert's other clients.

6. Personal Data Breach.

- 6.1. Expert shall notify Growth Space immediately, and in any event within twenty four (24) hours, by written notice upon Expert becoming aware of an actual or suspected Personal Data Breach.
- 6.2. In such event, Expert shall provide Growth Space with all available information relating to (i) the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned; (ii) the likely consequences of the Personal Data Breach; and (iii) a description of the measures taken or proposed to be taken by Expert to address the incident including, where appropriate, measures to mitigate its possible adverse effects.
- 6.3. Expert shall cooperate with Growth Space in connection with the investigation, mitigation, and remediation of any Personal Data Breach and shall take all necessary and appropriate corrective action.
- 6.4. Expert will promptly reimburse Growth Space for all costs reasonably incurred by Growth Space in connection with the Personal Data Breach including, but not limited to, costs related to Company's provision of notice of the Personal Data Breach to Supervisory Authorities, or affected Data Subject (if determined appropriate by Growth Space or required by Applicable Laws).

7. Sub Processing.

- 7.1. Expert may not engage any additional parties to Process Customer Personal Data on its behalf, without obtaining Growth Space's express prior written consent.
- 7.2. If and when authorized by Growth Space, with respect to each Subprocessor, Expert shall:
 - 7.2.1. provide Growth Space with full details of the Processing to be undertaken by each Subprocessor;
 - 7.2.2. carry out adequate due diligence on each Subprocessor to ensure that it is capable of providing the level of protection for Customer Personal Data as is required by this DPA, including, without limitation, sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of Applicable Law and this DPA and provide evidence of such due diligence to Growth Space where requested by Growth Space or a Supervisory Authority;

7.2.3. include terms in the contract between Expert and each Subprocessor which are the same as those set out in this DPA. Upon request, Expert shall provide a copy of its agreements with Subprocessors to Growth Space for its review; and

7.2.4. be fully responsible and liable for any act and/or omission of each Subprocessor.

8. Data Subject Rights.

8.1. Expert shall assist Growth Space in complying with any of Growth Space's and/or Customer's statutory obligations concerning requests to exercise Data Subject rights under Applicable Law (e.g., for access, rectification, deletion of Customer Personal Data, etc.) or any of Growth Space's statutory obligations concerning Verifiable Consumer Requests or other requests to exercise any Consumer rights under the CCPA in connection with any Customer Personal Data (e.g., Request to Know, Request to Delete, Request to Opt-Out.).

8.2. When a Data Subject whose Personal Data is being Processed by Expert submits a written request to Expert to inspect his or her Personal Data, Expert:

8.2.1. shall provide Growth Space with written notice of the inquiry together with all relevant details within two (2) days of being approached by the Data Subject; and

8.2.2. shall not respond to that request except on the written instructions of Growth Space or as required by Applicable Law to which the Expert is subject, in which case Expert shall, to the extent permitted by Applicable Law, inform Growth Space of that legal requirement prior to responding to the request.

9. **Data Protection Impact Assessment and Prior Consultation.** At Growth Space's request, Expert shall provide assistance to Growth Space for any data protection impact assessments or prior consultations with Supervisory Authorities or other competent data privacy authorities, as required under any Applicable Law.

10. Retention, Deletion or Return of Customer Personal Data.

10.1. Expert will retain Customer Personal Data only for as long as necessary to satisfy the purposes for which it was provided to Expert by Growth Space.

10.2. Expert shall promptly delete, return, or destroy all copies of any Customer Personal Data or any portion thereof, including without limitation, deletion from its hard drives, backup devices, and any magnetic or optic media, once such data is no longer necessary to be retained in accordance with Section 10.1 or upon the request of Growth Space.

- 10.3. Notwithstanding the foregoing, Expert may retain Customer Personal Data to the extent required by EU Law, provided that such Customer Personal Data shall continue to be retained in accordance with the terms of this DPA.
- 10.4. Upon Growth Space's written request, Expert shall provide written certification to Growth Space that it has complied with this Section 10.

11. Inspection and Audit Rights.

- 11.1. Expert shall make available to Growth Space or the Customer or to any auditor mandated by Growth Space, upon Growth Space's request, all material and information necessary to enable Growth Space to confirm compliance with this DPA, and shall allow for audits, including inspections, by Growth Space, the Customer, or an auditor on behalf of either in relation to the Processing of the Customer Personal Data by Expert.
- 11.2. Growth Space shall give Expert reasonable prior notice of any audit or inspection to be conducted under Section 11.1, provided however that Growth Space, the Customer, or an auditor on behalf of either may conduct unannounced inspections to the extent advisable in the Customer's or Growth Space's reasonable estimation to comply with Applicable Law. Expert hereby grants Customer, Growth Space, any auditor on its behalf, and/or any of their authorized personnel and representatives, permission to access any of Expert's computers and/or any other required materials, documents and devices for the purpose of inspection.

12. Restricted transfers.

- 12.1. **Transfers to countries that offer adequate level of data protection.** Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "EEA") and the United Kingdom to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("**Adequacy Decisions**"), without any further safeguard being necessary.
- 12.2. **Transfers to other countries.** If the Processing of Personal Data includes transfers from the EEA or the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("**Other Countries**"), the parties to this DPA shall comply with the below terms (as applicable to each transfer and in accordance with Applicable Law):
 - a) With respect to the EU transfers of Personal Data, Growth Space as a Data Exporter (as defined in the EU SCCs) and Expert as a Data Importer (as defined in the SCCs) hereby enter into the EU SCCs set out in **Schedule B**.
 - b) With respect to the UK transfers of Personal Data, Growth Space as a Data Exporter (as defined in the UK SCCs) and Expert as a Data Importer (as

defined in the SCCs), hereby enter into the UK Standard Contractual Clauses set out in **Schedule B**.

- c) To the extent that there is any conflict or inconsistency between the terms of the EU SCCs and/or the UK SCCs and the terms of this DPA, the terms of the EU SCCs and/or the UK SCCs Clauses shall take precedence.

13. Notice of Infringement. Expert shall immediately inform Growth Space if, in its opinion, an instruction received under this DPA infringes the GDPR or other Applicable Law.

14. Indemnity. Limitation of Liability. Expert shall defend, indemnify and hold Growth Space harmless against all claims, actions, losses, damages, penalties, and/or expenses incurred by Growth Space and arising directly or indirectly out of or in connection with a breach of this DPA and/or the Applicable Law by Expert. Notwithstanding anything to the contrary in the Terms of Service or any agreement between the parties, Expert's liability related to Personal Data, or for any breach of, or related to, this DPA, violation of Applicable Law and/or Personal Data Breach occurring in Expert's systems shall be unlimited.

15. General Terms.

15.1. **Termination.** This DPA shall terminate automatically upon the termination of the Terms of Service, provided however, that Expert's obligations under this DPA will apply for as long as Expert has access to Customer Personal Data.

15.2. **Governing Law and Jurisdiction.**

15.2.1. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Terms of Service with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity.

15.2.2. This DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Terms of Service.

15.3. **Order of Precedence.**

15.3.1. Nothing in this DPA shall detract from Expert's obligations under the Terms of Service in relation to the protection of Personal Data or permit Expert to Process (or permit the Processing of) Personal Data in a manner that is prohibited by the Terms of Service.

15.3.2. In the event of any conflict or inconsistency between this DPA and Growth Space's Privacy Notice, this DPA shall prevail with regard to the processing of Personal Data subject to Applicable Law.

15.3.3. Subject to this Section 15.3, in the event of inconsistency between the provisions of this DPA and any other agreements between the parties, including

the Terms of Service and (except where explicitly agreed otherwise in writing) agreements entered into or purported to be entered into after the date of this DPA, with regard to the subject matter of this DPA, the provisions of this DPA shall prevail.

15.4. Changes in Applicable Law.

15.4.1. Growth Space may, by prior written notice to Expert, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under any Applicable Law in order to allow Customer Personal Data to be Processed (or continue to be Processed) without breach of that Applicable Law.

15.4.2. If Growth Space gives notice with respect to its request to modify this DPA under Section 15.4.1, Expert shall make best efforts to accommodate such modification request.

15.4.3. In the event that Expert is unable to accommodate such request within 30 days, Growth Space may, with immediate effect and without any penalty, terminate the Terms of Service to the extent that it relates to the Services that are affected by the proposed variations. In the event of termination in accordance with this Section 15.4.3, Expert shall refund Growth Space for any prepaid and unused amounts following such termination.

15.5. **Severance.** Should any provision of this DPA be held invalid or unenforceable, the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall either be (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 herein.

Schedule A: Details of Processing

This **Schedule A** includes certain details of the Processing of Personal Data.

Subject matter and duration of the Processing of Personal Data.

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Terms of Service.

The nature and purpose of the Processing of Personal Data:

Rendering Services as an Expert on behalf of Growth Space to employees of Growth Space's customers, all as detailed in the Terms of Service.

The types of Personal Data to be Processed are as follows:

Personal Data relating to employees or other personnel of Growth Space's customers, such as name, email address, phone number, level of seniority, age range, identify of manager, background, assessments of strengths and weaknesses, field of business, experience, any additional information provided by Employee.

The categories of Data Subject to whom the Personal Data relates to are as follows:

Data subjects who are employees of Growth Space's customers.

The obligations and rights of Growth Space.

The obligations and rights of Growth Space are set out in the Terms of Service and this DPA.

The frequency of the transfer.

One-off or continuous basis.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

In accordance with Section 10 of this DPA.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Expert may not engage any additional parties to Process Customer Personal Data on its behalf without Growth Space prior consent. At the moment of execution of this DPA, there are not Subprocessors authorized.

Schedule B: STANDARD CONTRACTUAL CLAUSES

EU SCCs.The Parties hereby agree to execute the EU Standard Contractual Clauses as follows:

a) The Standard Contractual Clauses (EU Processor-to-Processor) will apply with respect to Restricted Transfers between Growth Space and Expert that are subject to the EU GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Growth Space (as Data Exporter) and Expert (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 1 (general written 1 (specific prior authorization) shall apply and the method that the data importer shall submit the request for appointing and time period for prior notice specific authorisation at least 30 days prior to the engagement of the sub-processor; (iii) In Clause 11, the optional language shall be applicable, and; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (v) In Clause 18(b) the Parties choose the courts of Ireland, as their choice of forum and jurisdiction.

c) Annex I.A: With respect to Module Three: Data Exporter is Growth Space as a data processor and the Data Importer is Expert as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Terms of Service. Signature and Date: By entering into the Terms of Service and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the effective date of this DPA.

d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule A (*Details of Processing*) of this DPA.

e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.

f) Annex II of the Standard Contractual Clauses shall be completed as described and agreed between the parties in the Terms of Service and/or this DPA (including, Schedule C).

g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors: None at the moment of execution of the DPA.

UK SCCs. The Parties hereby agree to execute the UK Standard Contractual Clauses as follows:

a) The UK Standard Contractual Clauses (UK Processor-to-Processor) will apply with respect to Restricted Transfers between Growth Space and Expert that are subject to the UK GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Growth Space (as Data Exporter) and Expert (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 1 (general written 1 (specific prior authorization)) shall apply and the method that the data importer shall submit the request for appointing and time period for prior notice specific authorisation at least 30 days prior to the engagement of the sub-processor; (iii) Clause 11 of the Standard Contractual Clauses shall be applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this DPA as set out in Section 15: Importer and/or Exporter, in accordance with the agreed terms of this DPA.

c) Annex I.A: With respect to Module Three: Data Exporter is Growth Space as a data processor and the Data Importer is Expert as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Terms of Service. Signature and Date: By entering into the Terms of Service and this DPA, each Party is deemed to have signed these UK

Standard Contractual Clauses incorporated herein, including their Annexes, as of the effective date of this DPA.

d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule A (*Details of Processing*) of this DPA.

e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.

f) Annex II of the UK Standard Contractual Clauses shall be completed as described and agreed between the parties in the Terms of Service and/or this DPA (including, Schedule C).

g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors: None at the moment of execution of the DPA.

Schedule C: MINIMUM SECURITY REQUIREMENTS

(applicable to Expert)

1. Expert shall establish a procedure for allowing access to Company or Customer Personal Data and restriction of such access. Expert shall ensure that access to such Personal Data is strictly limited on a "need to know" basis and as strictly necessary for the purpose of providing the Services and shall keep record of the persons authorised to access the Company Personal Data.

2. Expert shall take all steps reasonably necessary to ensure they have received appropriate training on his/her responsibilities and data protection measures.

3. Expert shall maintain and implement sufficient and appropriate (based on the type of Customer or Company Personal Data and its sensitivity) environmental, physical and logical security measures with respect to such Personal Data and to Expert's system's infrastructure, data processing system (including the system in which such Personal Data is processed), communication means, terminals, system architecture, hardware and software, in order to prevent penetration and unauthorized access to Company or Customer Personal Data or to the system or communication lines between Company, Customer and Expert. Expert further agrees that systems on which Company or Customer Personal Data is processed shall be located in a secure location, which may be accessed only by properly authorized employees.

5. The Expert shall maintain and store the Company or Customer Personal Data separately from any other data maintained by the Expert (whether such data is Expert's data or any third party data), and will ensure complete segregation between Customer and Company Personal Data and any data held by Expert, as well as between the systems used by Expert to provide Services to Company and its other systems, and between Expert's activity on behalf of Company, and its activity on behalf of other customers.

6. Expert shall list all components (hardware and software) used to process Company or Customer Personal Data, including computer systems, communication equipment, and software. Expert shall use such list to continuously monitor such components and identify weaknesses and risks for the purpose of implementing appropriate security measures to mitigate them.
7. The Expert shall act in accordance with an appropriate security policy and working procedures that comply with the security requirements under this Annex and privacy laws, including with respect to backup and recovery procedures. Expert shall review its security policies and operating procedures periodically and not less than on an annual basis, and when material changes to the systems or processing are made, all in order to amend them, if required.
8. Expert shall take measures to record the access to the Customer or Company Personal Data.
9. Expert shall implement automatic control mechanism for verifying access to systems containing Company or Customer Personal Data, which shall include, inter alia, the user identity, date and time of access attempt, the system component attempted to be accessed, type and scope of access and if access was granted or denied. Expert shall periodically monitor the information from the control mechanism, list issues and irregularities and the measures taken to handle them. Control records shall be maintained for a minimum of 24months. Expert records and any related reports and measures will be shared with Company or Customer, upon request, and to extent required under Data Protection Law, such records shall be backed-up by Expert.
10. Expert will perform security risk survey, at least once every 12 months and shall make required amendments in case of any irregularities are discovered. Expert records and any related reports and measures related to the risk survey will be shared with Company or Customer, upon request.
11. The Expert will not transfer Company or Customer Personal Data through a public communications network or via the internet, without using industry-standard encryption methods.
12. The Expert shall not allow use, copying or storage of Company or Customer Personal Data on personal or mobile devices.