

1. Component specific definitions

GDPR	(i) the Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and (ii) the UK's retained version of Regulation (EU) 2016/678 and the UK Data Protection Act 2018, in each case, including any implementing legislation, and as may be replaced, amended or reenacted.
Personal Data Breach	a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data of the Data Controller.

2. Responsibility of Gen II as Data Processor

As Data Processor for the Client, Gen II shall:

- (1) Process Personal Data in accordance with its Data Privacy Notice and the Agreement or documented instructions of the Client, unless:
 - (A) Gen II is required to otherwise process the Personal Data under any Applicable Law;
 - (B) Legally prohibited; or
 - (C) Material changes would be required to the Services (in which case the Parties agree to renegotiate the terms of the Agreement in good faith).

In the event of (A) to (C) above, Gen II shall provide prior notice to the Client, unless prohibited by Applicable Law;
- (2) Ensure that any natural person acting under its authority who has access to the Personal Data commits to confidentiality or is under an appropriate statutory obligation of confidentiality;
- (3) Implement appropriate technical and organizational measures, as further specified in the Appendix, to ensure a level of security appropriate to the risk presented by the processing (in particular, risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed) taking into account the state of the art (of technology), the costs of implementation, nature, scope, context and purposes of processing and the risk of varying likelihood and severity for the rights and freedoms of data subjects, including the:
 - (A) Pseudonymization and encryption of the Personal Data;
 - (B) Ability to ensure ongoing confidentiality, integrity, availability and resilience of Gen II's

- (C) Ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- (D) Process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;
- (4) At the request of the Client, provide reasonable assistance to respond to requests from individuals to whom the Personal Data relates who are exercising their rights under the Data Protection Legislation;
- (5) At the request of the Client, provide reasonable assistance to allow the Client, in accordance with the Client's own obligations under the Data Protection Legislation, to:
 - (A) Implement technical and organizational security measures to ensure the security of the processing;
 - (B) Notify personal data breaches to the competent supervisory authority and communicate the personal data breach to the individuals to whom the Personal Data relates; and
 - (C) Conduct data protection impact assessments and consult the competent supervisory authority on that basis;
- (6) Without undue delay after becoming aware of a Personal Data Breach, to the extent legally permitted, provide the Client with any information it reasonably has, or may reasonably collect, regarding the
 - (A) nature of the Personal Data Breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned, and
 - (B) the likely consequences of the Personal Data Breach;
- (7) At the written request of the Client, delete or return all Personal Data to the Client unless Gen II is required by law, regulation, a court order or a public authority's injunction not to do so; and
- (8) At the written request of the Client, provide all information reasonably necessary to demonstrate compliance herewith and allow and contribute to audits and inspections conducted by the Client or another auditor mandated by the Client; provided that
 - (A) the Client shall bear all related expenses;
 - (B) such requests shall not cause any material disruption to the business and operations of Gen II;
 - (C) no confidential information pertaining to third parties may be disclosed by Gen II;
 - (D) any auditor is bound by confidentiality obligations at least similar or equivalent to the ones foreseen under the Agreement; and
 - (E) only one audit may be conducted by the Client in any twelve calendar months and the Client will give Gen II at least three weeks' notice of the Client's request to conduct an audit (unless this audit is requested by a competent supervisory authority).

3. International Personal Data transfers

- (1) Gen II may transfer Personal Data to third parties (including Gen II Affiliates) in a country outside the European Economic Area or the United Kingdom, which has not been recognized by the European Commission or the UK Government as ensuring an adequate level of personal data protection (**Third Country**), to the extent that Gen II (i) has provided appropriate safeguards in accordance with the Data Protection Legislation, such as SCCs, which shall be signed when necessary, or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer. In the event that SCCs no longer enable the lawful continuation of the transfers described in this section (or if a similar type of agreement is necessary under the Applicable Data Protection Legislation of a different jurisdiction), the Client and Gen II shall cooperate to identify and use commercially reasonable efforts to implement a different measure that has been approved by the European Commission or the UK Government or, as applicable, the relevant public authority.
- (2) The Parties are, simultaneously with the execution of the Agreement, entering into SCCs as included in the Appendix herein, to the extent a module of the SCCs is applicable to them.

4. Record of processing activities

Gen II shall maintain a record of all categories of processing activities carried out on behalf of the Client, containing:

- (1) the name and contact details of Gen II, the Client and their respective Data Protection Officer, if any;
- (2) the categories of processing carried out on behalf of the Data Controller;
- (3) where applicable, transfers of Personal Data to a third country, including the identification of that third country; and
- (4) where possible, a general description of the technical and organizational security measures to ensure the security of the processing.

The Client shall provide Gen II with all information available to the Client that Gen II reasonably requires, to maintain this record of processing activities.

5. Notifications

5.1. Data Protection Legislation infringement

Gen II shall promptly notify the Client if, in its opinion and to its knowledge, an instruction of the Client infringes Data Protection Legislation.

5.2. Data subject requests

Gen II shall promptly notify the Client if it receives a request directly from a data subject requesting deletion or return of the data subject's Personal Data or any other exercise of data subject rights, unless Gen II is prohibited by the Applicable Law.

5.3. Data subject complaints

Each Party shall promptly notify the other Party and provide reasonable assistance if it becomes aware of any complaint made from or on behalf of a data subject in relation to the handling of Personal Data, or any communication by a relevant legal or regulatory authority in relation to the Personal Data which is in each case processed pursuant to this DPA and/or the Agreement.

