

1. Component specific definitions

PIPEDA	the Canadian Personal Information Protection and Electronics Documents Act, as amended from time to time and any successor legislation thereto and any regulations promulgated thereunder, as well as any province-specific data protection laws applicable in the private sector as may apply to the Parties in relation to personal information collected within each of the provinces and any guidance or recommendation issued by the Office of the Privacy Commissioner of Canada (OPC).
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to the Client's Personal Information.
Personal Information	any information about an identifiable individual.
Third-Party Service Provider	in absence of a definition of a third-party service provider in PIPEDA, this shall have the meaning given to Data Processor.

2. Responsibility of Gen II as a Third-Party Service Provider

- (1) At the request of the Client, Gen II shall provide reasonable assistance to allow the Client to comply with the fair information principles for the collection, use and disclosure of Personal Information, as well as for providing access to Personal Information, in accordance with the Client's own obligations under PIPEDA.
- (2) 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) Gen II shall maintain a record of all categories of processing activities carried out on behalf of the Client, containing:
- (A) the name and contact details of Gen II, the Client and their respective data protection officer, if any;
 - (B) the categories of processing carried out on behalf of the Data Controller;
 - (C) where applicable, transfers of Personal Information to a third country, including the identification of that third country; and
 - (D) 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.

- (4) Gen II shall have policies and processes in place, including training for its staff, and effective security measures, to ensure that the Personal Information it processes on behalf of the Client is properly safeguarded at all times.

3. International Personal Information transfers

Gen II may transfer Personal Data to third parties (including Gen II Affiliates) in a country outside Canada, which has not been recognized as ensuring an adequate level of personal data protection, to the extent that Gen II (i) has provided appropriate safeguards in accordance with the Data Protection Legislation in order to provide a comparable level of protection as the Personal Information would receive if it had not been transferred, or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer.

