

Data Use and Protection Agreement Annex

Supplemental undertaking to principal agreement for data use and protection:

1. Definition of terms:
 - a. **Personal information or data-** refers to any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.
 - b. **Processing-** refers to any operation or any set of operations performed upon personal information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.
2. Any information and data provided to the Company and used by the Company solely in the performance of this Agreement shall remain at all times the property of JRU. It shall be identified, clearly marked and recorded as such by the Company on all media and in all documentation.
3. The Company acknowledges that all personal data and information provided by JRU under this agreement are covered and protected by the Data Privacy Act of 2012.
4. The Company shall take all reasonable precautions and measures to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data and information provided by JRU.
5. In the event of termination of this Agreement, the Company shall when directed to do so by JRU, and instruct all its agents and sub-contractors to, erase all information and data provided by JRU and all copies of any part of the information and data provided by JRU from the Company's computer systems in a manner that will prevent further processing of personal data and information.
6. The Company agrees to comply and have adequate technological, organizational, and physical security measures in place to prevent unauthorized use and disclosure of personal data and information; and that its staff comply at all times with the provisions and obligations contained in the Data Privacy Act of 2012 and its implementing rules and regulations.
7. All personal data acquired by the Company from JRU shall only be used for the purposes of this Agreement and shall not be further processed or disclosed

without the consent of JRU.

8. Nothing in this Agreement shall oblige JRU to disclose any information to the Company if it is of the view that to do so would be a breach of the Data Privacy Act of 2012.
9. The Company shall indemnify JRU for any breach of its obligation set forth in this section, which renders JRU liable for any costs, fines, claims or expenses howsoever arising.
10. In fulfilment of its obligations under sub-section 4, the Company will have in place and will maintain at all times its Information standards and policies, which will deal comprehensively with the following:
 - a. The protection of the confidentiality, integrity and security of all and any information supplied to the Company by JRU;
 - b. The personal data and information provided by JRU to the Company are:
 - processed 'fairly and lawfully';
 - obtained only for purposes specified herein, and not further processed in any manner incompatible with those purposes;
 - adequate, relevant and not excessive in relation to those purposes;
 - accurate and, where necessary, kept up to date;
 - not kept for longer than is necessary for those purposes;
 - processed in accordance with the rights of data subjects provided for under the Data Privacy Act of 2012;
 - protected by appropriate security measures; and
 - not transferred to another country which has no adequate data protection laws or measure.
 - c. The reliability and training of staff to ensure awareness of (and compliance with) their obligations under this section;
 - d. Any other measures and procedures to ensure that the Company's obligations under this section are met.
11. The Company agrees to provide JRU with such information and access to its premises (upon giving reasonable notice) as JRU may reasonably require to satisfy itself that the Company is complying with the obligations referred to in this section.
12. The Company agrees to report immediately to JRU any unauthorized use and disclosure of personal data and information.
13. The Company shall take all reasonable steps to ensure that all its agents,

partners and sub-contractors comply with all the provisions set out above whenever they are processing personal information or data provided by JRU as part of this Agreement.

14. The Company will indemnify, defend and hold harmless JRU's and its affiliates' trustees, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of the personal information and data or any other breach of this Agreement by the Company or any subcontractor, agent or person under the Company's control.

CONFORME:

Company

Signature over Printed Name

Title

Date

Witness:

Signature over Printed Name