**EXHIBIT A**

**SECURITY QUESTIONNAIRE RESPONSE**

**Supplier shall comply with the following Security Controls during the Term of the Agreement:**

1. Custodian Security Review:

Supplier agrees that it shall evaluate the security program of all custodians to whom Supplier provides Client Confidential Information, ensuring at a minimum that all Supplier and regulatory confidentiality requirements are met, including but not limited to the use of multifactor authentication when accessing Client Confidential Information over a public network, and application of encryption to Client Confidential Information at rest and in transit.

1. Security Incident Plan Implementation:

A fully-implemented security incident plan (the “Security Incident Plan”) covering without limitation how Supplier will detect and respond to all unauthorized actual, attempted or suspected breaches of or intrusions into Supplier computer systems or networks, and how Supplier will notify Client of such incidents. Supplier further agrees that such notifications shall be promptly made to Client and that all commercially reasonable efforts shall be made to provide such written notice setting forth all remediation plans and root cause analysis performed by the Supplier.

1. Risk Assessments:

Client may conduct (i) an initial risk assessment prior to receiving Services, (ii) additional periodic risk assessments, no more than at least annually thereafter, and (iii) risk assessments upon material changes to Services, and (iv) continuous monitoring and analysis of publicly-available security profile information (collectively, “Risk Assessments”), in order to identify the risks associated with the Services to be provided. Supplier shall complete the Data Security Questionnaire, that may be amended from time to time as referenced at <https://libertymutual.rsam.com/default.aspx?SSO=0> as part of the risk assessment process. Supplier Personnel will cooperate with Client in such Risk Assessments, which will be conducted using standards such as ISO 27002 or other relevant items as the basis for its evaluation. The Risk Assessments will be conducted by Client or its agents at such times as Client deems reasonably appropriate. Should any Risk Assessment reveal what Client determines to be material security risks, Client will promptly notify Supplier of such risks and Supplier will (a) respond to Client in writing within five (5) days with Supplier’s plan to promptly eliminate the risk, and (b) immediately thereafter, eliminate the noted risks.

1. Penetration Tests and Security Evaluations of Websites:

Supplier will have an industry recognized independent third-party perform a comprehensive penetration test and security evaluation of the systems used by the Supplier to provide cloud-based compliance recording services under this Agreement and used to store, access, or process Confidential Information prior to use and on a recurring basis no greater than every 12 months. The penetration test and security evaluation will include but not be limited to tests to detect vulnerabilities listed in the OWASP top 10or its successor current at the time of the penetration test and security evaluation. Supplier will provide a summary of the penetration test and security evaluation to Client.

1. Independent Review:

Supplier further agrees that it shall provide on an annual basis, if it conducts such external reviews, an independent 3rd party evaluation of the internal security controls identified in <https://libertymutual.rsam.com/default.aspx?SSO=0> performed by a qualified and certified entity attesting to the completeness and effectiveness including but not limited to physical, logical, operational, management, and general computer controls for any and all systems and processes that interact with Client Confidential Information at rest, in transit or in process, such as but not limited to  SOC 2 Type 2 report on AICPA [Trust Service Principles of security, processing integrity, and confidentiality](https://www.aicpa.org/content/dam/aicpa/interestareas/frc/assuranceadvisoryservices/downloadabledocuments/trust-services-criteria.pdf" \o "http://www.aicpa.org/InterestAreas/InformationTechnology/Resources/TrustServices/Pages/Trust%20Services%20Principles%E2%80%94An%20Overview.aspx).

Exhibit B - LIBERTY MUTUAL Data processing Addendum

1. This Data Processing Addendum (the “**DPA**”) forms part of the Master Services Agreement (the “**Agreement**”) executed on [date], between Liberty Mutual Insurance Company, a company located at] 175 Berkeley Street, Boston, MA 02116 acting on its own behalf and as agent for each of its affiliated entities (“**Customer**” or “**Liberty Mutual**”) and Custodia Technology Americas Inc, a company organized under the laws of New York, with offices at 555 Madison Avenue, New York, NY 10022 (“**Supplier**”) to which this DPA is attached to reflect the parties’ agreement with regard to the Processing of Customer Personal Data in accordance with the requirements of applicable Data Protection Laws and regulations.

All references to “Customer”, “Liberty Mutual” or “Parties” in this DPA shall be construed to incorporate all such affiliated entities of Liberty Mutual Insurance Company that are made a party to the Agreement through an addendum or otherwise provided Services by Supplier pursuant to the Agreement and all references to “Agreement” shall be construed to incorporate all executed addendums of affiliated entities (if any), unless stated otherwise.

This DPA shall, effective as of the date executed below, be incorporated into and become a part of the Agreement. Terms not defined herein shall have the meaning set forth in the Agreement, or applicable Data Protection Laws. Nothing in this DPA limits or restricts Customer’s rights or Supplier’s obligations under the Agreement in relation to the protection of Personal Data or permits Supplier to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of a conflict between this DPA and Agreement, the terms and conditions of the DPA shall prevail with regard to the subject matter hereof.

All Liberty Mutual Data shall be deemed “Confidential Information” under the Agreement. The parties’ obligations under this DPA shall survive after the termination or expiration of the Agreement to the extent that Supplier lawfully continues to retain any Liberty Mutual Data.

1. The parties to the Agreement (together the “**parties**”, each a “**party**”) agree as follows:
   1. DEFINITIONS
      1. Unless the context otherwise requires, terms defined in the Agreement shall have the same meanings as in the Agreement where used in this DPA and the following terms shall have the following meanings:

Customer Personal Data: means Personal Data of the Customer obtained or accessed in connection with the performance of the Supplier’s obligations under the Agreement.

Data Controller or Controller: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Data Processor or Processor: means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.

Data Protection Impact Assessment: means any Processing risk assessment or third party consultations the Controller deems necessary under Data Protection Laws.

Data Protection Laws: means all applicable laws, regulations or other binding rules, judicial interpretation, guidance, approved certification mechanisms or codes of practice (as amended, consolidated or re-enacted from time to time) relating to the Processing of Personal Data and privacy in and from any relevant jurisdiction.

Data Protection Principles means the principles for processing of Personal Data which are set out in Article 5 of the GDPR and Module 2 of Clause 8 of the EU Standard Contractual Clauses, as amended from time to time.

Data Subject: means an identified or identifiable natural person or individual.

Data Subject Request: means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.

**Disclosure Request**: means any circumstances where the Supplier or any Sub-Processor receives a request from any Government of any country (or anybody with delegated authority for any of them) or any other third party irrelevant of the person's location for access to any Liberty Mutual Data, including whether or not disclosure is required by applicable law, a compulsory legal process or voluntarily.

EU Standard Contractual Clauses: means clauses 1 to 6 and Module 2 of the standard contractual clauses contained in the annex to Commission Implementing Decision (EU)R 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”) and any amendment or replacement pursuant to Article 46(5) of the GDPR (being the document attached at Schedule 2 of this DPA).To the extent that there is any conflict between this DPA and the EU Standard Contractual Clauses with respect to Article 28 GDPR, the clauses set out in this DPA shall prevail.

Good Industry Practice: means at any time the exercise of that degree of care and skill which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Customer, such supplier seeking to comply with its contractual obligations in full and complying with applicable laws.

**Liberty Mutual** Data: means any non-public or proprietary information and data in any form, including Personal Data, provided by Liberty Mutual and its authorised agents or subcontractors or otherwise Processed by Supplier’s Personnel in connection with the provision of products and/or services under the Agreement.

**Personal Data:** means any information relating to a Data Subject.

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means and **Process** and **Processed** shall be construed accordingly.

**Regulator:** means any local, national or international government department, regulatory or statutory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to supervise, regulate or investigate matters related to the Data Protection Laws.

**Security Breach:** means any unauthorized, accidental or unlawful destruction, loss, alteration, disclosure of, or access to Liberty Mutual Data.

**Sensitive Personal Data:** means Personal Data, revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; data concerning health or sex life and sexual orientation; criminal convictions or alleged offences; genetic data or biometric data.

**Services:** means the service provided or to be provided under the Agreement.

**Standard Contractual Clauses:** means, in relation to transfers of Personal Data originating from the UK, (or where the transfer will otherwise be subject to the Data Protection Laws of the UK) the UK Standard Contractual Clauses and, in relation to transfers of Personal Data originating from the EEA (or where the transfer will otherwise be subject to the Data Protection Laws of the EEA), the EU Standard Contractual Clauses.

Sub-Contract: means any contract between Supplier and a third party pursuant to which Supplier agrees to source the provision of any of the Services from that third party.

Sub-Processor**:** means another Data Processor engaged by Supplier for carrying out Processing activities in respect of Customer Personal Data, with the Customer’s consent. Sub-Processor includes Supplier’s affiliates or other companies within Supplier’s group carrying out Processing activities in respect to Customer Personal Data.

Supplier's Personnel**:** means all employees, staff, independent contractors, subcontractors, other workers, agents and consultants of Supplier and of any Sub-Processors who are engaged in the provision of the Services from time to time.

Transfer Impact Assessment: means the Customer’s standard transfer impact assessment form as provided by the Customer to the Supplier and completed by the Supplier.

UK Addendum: means the UK Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner’s Office under section 119A(1) Data Protection Act 2018, including any amendment or replacement formally adopted by the Information Commissioner’s Office or any other relevant Regulator.

**UK Standard Contractual Clauses:** means the agreement set out in Schedule 1 of this DPA, comprising the standard contractual clauses approved by the European Commission for the transfer of Personal Data to Processors established in third countries contained in the Annex to the European Commission Decision of 5 February 2010, supplemented by the EU Standard Contractual Clauses as such clauses are amended by the UK Addendum. To the extent that there is any conflict between those clauses, the clauses set out at Schedule 1 of this DPA shall prevail over those set out in Schedule 2 until such time as the UK Addendum has been formally adopted by the Information Commissioner’s Office or any other relevant Regulator.

For transfers of Colombian Personal Data, any use of the term transfer shall mean “transmit” as applicable under Colombian law. Transmit shall have the meaning given to them under the Decree 1377 of 2013 and Colombian Data Protection - Law 1581 of 2012.