

The Service Provider shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Service Provider becomes aware of the breach. In such cases, the Service Provider shall provide the controller with at least the following information:

- (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;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The Service Provider shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the Framework Agreement.

The Service Provider shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The Service Provider shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The Bank is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services as set out in this paragraph B of this Annex) and data security, which includes personal data held on behalf of the Bank in the premises of the Service Provider or subcontractor.

The Service Provider shall notify the Bank without delay of any legally binding request for disclosure of the personal data processed on behalf of the Bank made by any national public authority, including an authority from a third country. The Service Provider may not give such access without the prior written authorisation of the Bank.

The duration of processing of personal data by the Service Provider will not exceed a period of five (5) years following the expiry or termination of a Contract. Upon expiry of this period, the Service Provider shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of § 5 of these General Terms and Conditions, if part or all of the processing of personal data is subcontracted to a third party, the Service Provider shall pass on the obligations referred to in this Annex II and in the Framework Agreement in writing to those parties, including subcontractors. At the request of the Bank, the Service Provider shall provide a document providing evidence of this commitment.