

Data Protection Addendum

This Data Protection Addendum ("DPA") is entered into as of the Effective Date (defined below) between Hum Works LLC ("Hum") and the entity that has subscribed to the Services ("Customer") pursuant to, and as set forth in, the (i) Hum Master Services Agreement at <https://www.hum.works/msa> or (ii) the alternative agreement (if applicable) signed between Parties for the Services (collectively, the "Agreement"). Hum and Customer may each be referred to as a "Party" and or collectively referred to as the "Parties". To the extent of any conflict or inconsistency between this DPA and the remaining terms of the Agreement, this DPA will govern. The "Effective Date" of this DPA shall be the Effective Date of the Agreement, as initiated by the first executed Order Form.

Definitions

1. In this DPA:
 - a. "Applicable Law" means all laws, regulations and other legal requirements applicable to either (i) Hum in its role as provider of the Services or (ii) Customer. This may include, for example, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Each party is responsible only for the Applicable Law applicable to it.
 - b. "Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure or exfiltration of, or access to, Personal Data.
 - c. "Personal Data" means (i) any information relating to an identified or identifiable individual, within the meaning of the GDPR (regardless of whether the GDPR applies) and (ii) any other information constituting "personal information" as such term is defined in the California Consumer Privacy Act (California Civil Code §§ 1798.100 *et seq.*) ("CCPA") (regardless of whether the CCPA applies).
 - d. "Process" and "Processing" mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - e. "Standard Contractual Clauses" means the document set forth in Annex A.
 - f. "Subprocessor" means any Hum affiliate or subcontractor engaged by Hum for the Processing of Personal Data.
2. Capitalized terms not otherwise defined herein will also have the meaning set forth in the Agreement.

Scope and Relationship of the Parties

3. This DPA applies only to the Personal Data that Hum receives in the Services from or on behalf of Customer or Customer's Authorized Users.
4. For such Personal Data, Customer is (or represents that it is acting with full authority on behalf of) the "Controller", and Hum is the "Processor", as such terms are defined in the GDPR (regardless of whether the GDPR applies).

Customer's Instructions to Hum

5. Hum will retain, use, disclose, and otherwise Process the Personal Data only as described in the Agreement, unless obligated to do otherwise by Applicable Law. In such case, Hum will inform Customer of that legal requirement before the Processing unless legally prohibited from doing so. Without limiting the foregoing:
 - a. Hum will not retain, use, disclose, or otherwise Process the Personal Data in a manner inconsistent with Hum's role as Customer's "Service Provider", as such term is defined in the CCPA (regardless of whether the CCPA applies);
 - b. Hum will not "sell" the Personal Data, as such term is defined in the CCPA (regardless of whether the CCPA applies);
 - c. Hum hereby certifies that it understands the restrictions and obligations set forth in this DPA and that it will comply with them.
6. The details of the Processing are set forth in Appendix 1 to the Standard Contractual Clauses.
7. Customer will not instruct Hum to Process Personal Data in violation of Applicable Law. Hum has no obligation to monitor the compliance of Customer's use of the Services with Applicable Law, though Hum will promptly inform Customer if, in Hum's opinion, an instruction from Customer with respect to Personal Data subject to the GDPR infringes the GDPR or other EU (or EU Member State) data protection provisions.
8. The Agreement, including this DPA, along with Customer's configuration of any settings or options in the Services (as Customer may be able to modify from time to time), constitute Customer's complete and final instructions to Hum regarding the Processing of Personal Data, including for purposes of the Standard Contractual Clauses.

Subprocessors

9. Hum may subcontract the collection or other Processing of Personal Data in compliance with Applicable Law to provide the Services. Prior to a Subprocessor's Processing of Personal Data, Hum will impose contractual obligations on the Subprocessor that are substantially the same as those imposed on Hum under this DPA. Subprocessor security obligations will be deemed substantially the same if they provide a commercially reasonable level of security even if the Subprocessor does not follow the security certifications that Hum does.
10. Subprocessors are listed at www.hum.works/legal/subprocessors (the "Subprocessor List"). When any new Subprocessor is engaged, Hum will make an updated Subprocessor List available at least 15 business days before the new Subprocessor Processes any Personal Data, unless exigent circumstances require earlier Processing of Personal Data, in which case they will be added as soon as practicable. This paragraph constitutes Customer's consent to the Subprocessor List, as well as any subprocessing under the Standard Contractual Clauses, if they apply. The subprocessor agreements to be provided under Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or provisions unrelated to the Standard Contractual Clauses, redacted prior to sharing with Customer, and Customer agrees that such copies will be provided by only upon request.

11. Customer's sole recourse if it objects to a Subprocessor will be to terminate the Agreement. Following such termination, Customer will be entitled to a refund of unused prepaid fees. This is without prejudice to any right Customer may have under the Agreement to termination for breach of contract.
12. Hum remains liable for its Subprocessors' performance to the same extent Hum is liable for its own performance, consistent with the limitations of liability set forth herein.

Security

13. Hum will assist Customer in Customer's compliance with the security obligations of the GDPR and other Applicable Law, as relevant to Hum's role in Processing the Personal Data, taking into account the nature of Processing and the information available to Hum, by implementing technical and organizational measures that comply with Annex B, without prejudice to Hum's right to make future replacements or updates to the measures that do not lower the level of protection of Personal Data.
14. Hum will ensure that the persons Hum authorizes to Process the Personal Data are subject to a written confidentiality agreement covering such data or are under an appropriate statutory obligation of confidentiality.

Personal Data Breach Notification

15. Hum will comply with the Personal Data Breach-related obligations directly applicable to it under the GDPR and other Applicable Law. Taking into account the nature of Processing and the information available to Hum, Hum will assist Customer in complying with those applicable to Customer by informing Customer of a confirmed Personal Data Breach without undue delay, and in no case more than 48 hours after becoming aware. Any such notification is not an acknowledgement of fault or responsibility. To the extent available, this notification will include Hum's then-current assessment of the following, which may be based on incomplete information:
 - a. The 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. The likely consequences of the Personal Data Breach; and
 - c. Measures taken or proposed to be taken by Hum to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.
16. Nothing shall be construed to require Hum to violate, or delay compliance with, any legal obligation it may have with respect to a Personal Data Breach or other security incidents generally.

Assistance Responding to Data Subjects

17. Taking into account the nature of the Processing, Hum will provide reasonable assistance to Customer for the fulfilment of Customer's obligation to honor requests by individuals to exercise their rights under the GDPR and other Applicable Law (such as rights to access their Personal Data) and will notify Customer of any such requests or Personal Data-related complaints from an individual that Hum receives. Hum will send this within a commercially reasonable timeframe, which shall not exceed 5 business days if (i) the request or complaint is received through the contact information specified in the Hum privacy policy that is linked from the home page of <https://www.hum.works> and (ii) the request or complaint identifies Customer as the Hum customer to whom it pertains. Although it is Customer's responsibility to respond to and honor data subjects' requests in compliance with law, Hum does not waive any rights under the Agreement to remove content from the Services.

Assistance with DPIAs and Consultation with Supervisory Authorities

18. Taking into account the nature of the Processing and the information available to Hum, Hum will provide reasonable assistance to and cooperation with Customer for Customer's performance of any legally required data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Hum, and with related consultation with supervisory authorities, by providing Customer with any publicly available documentation for the relevant Services or by complying with the Audit section below. Additional support for data protection impact assessments or relations with regulators may be available and would require mutual agreement on fees, the scope of Hum's involvement, and any other terms that the Parties deem appropriate.

Data Transfers

19. Hum will comply with all Applicable Laws applicable to Hum in its role as provider of the Services. Customer will comply with all Applicable Laws relevant to use of the Services, including by obtaining any consents and providing any notices required under Applicable Laws for Hum to provide the Services. Customer will ensure that Customer and Customer's authorized users are entitled to transfer the Personal Data to Hum so that Hum and its Subprocessors may lawfully Process the Personal Data in accordance with this DPA.
20. Customer authorizes Hum and its Subprocessors to make international transfers of the Personal Data in accordance with this DPA so long as Applicable Law for such transfers is respected.
21. To the extent legally required, (i) the Standard Contractual Clauses apply and take precedence over the rest of this DPA to the extent of any conflict and (ii) by agreeing to this DPA, Customer and Hum are deemed to be signing the Standard Contractual Clauses.

Audits

22. Hum will make available to Customer all information reasonably necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by Customer's independent auditor at its own expense.

Return or Destruction

23. Hum will, at Customer's choice, return to Customer and/or destroy all Personal Data after the termination or expiration of Customer's subscription to the relevant Services, except to the extent Applicable Law requires storage of the Personal Data, within (a) 30 days for Personal Data in Hum's production environment and (b) 90 days for Personal Data from files created for security, backup, or business continuity purposes. If Hum has not received Customer's election within 30 days of such termination or expiration, Hum may assume that Customer has selected deletion and reserves the right to delete Personal Data consistent with the foregoing. Certification of deletion under Clause 12 of the Standard Contractual Clauses (if they apply) will be provided only on written request.

Annex A

Commission Decision C(2010)593 Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: The Customer as identified in the Agreement, pursuant to the Order Form.

Other information needed to identify the organisation: None

(the data exporter)

And

Name of the data importing organisation: Hum Works LLC

Address: 316 E. Main Street, Suite 300, Charlottesville, VA 22902, USA

Telephone: 434-296-6333

e-mail: dataprivacy@hum.works

Other information needed to identify the organisation: None

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

The entity identified as "Customer" in the DPA.

On behalf of the data importer:

Position: Chief Finance & Administrative Officer

Address: Hum Works LLC, 316 E. Main Street, Suite 300, Charlottesville, VA 22902, USA

Email: dataprivacy@hum.works

Other information necessary in order for the contract to be binding (if any): None

Signature 

(stamp of organisation)

Appendix 1 to the Standard Contractual Clauses

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): The data exporter is Customer, a user of the Services.

Data importer

The data importer is (please specify briefly activities relevant to the transfer): Hum Works LLC, provider of the Services.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): Depending on Customer's usage, this could include the exporter's members, users, and potential members and users, as well as individuals in other categories.

Categories of data

The personal data transferred concern the following categories of data (please specify): The open nature of the Services does not impose a technical restriction on the categories of data Customer may provide. The Personal Data Processed by Hum may thus include name, email address, telephone and fax number, title, and other information.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify): None.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): The subject matter, nature and purpose of the processing are Hum's provision of the Services to Customer. This involves storing personal data, making it available to Customer for modification and transmission, and deleting personal data. The processing takes place from the commencement of the Agreement until deletion of all Personal Data by Hum in accordance with the DPA.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

As set forth in Annex B.

Annex B Security Measures

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Hum shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

Details for Hum's security measures can be found in its Information Security Addendum (www.hum.works/legal/ISA).

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