DATA PROCESSING AGREEMENT PURSUANT TO ARTICLE 28 OF REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA

In Nicosia, today ....., by and between the undersigned:

1) The Cyprus Energy Regulatory Authority, legal entity under public law, which is legally represented for the conclusion hereof by the Manager of the Office of CERA ....., (hereinafter referred to the as the **"Controller"**) and
2) Mr/Ms....., of the private company/legal entity under public law with registered address ...., street ..... no. ..... and is legally represented for the conclusion hereof by , hereinafter referred to as the "**Provider"** or **"Processor"**)

and jointly referred to as the **"Parties"** have agreed and accepted the following:

1. Definitions

The terms in capital letters at the beginning of the words, which are used herein and for which no definition is given below, shall have the meaning assigned to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as **"GDPR"**) and on the Protection of Natural Persons with regard to the Processing of Personal Data and the Free Movement of such Data Law of 2018 (Law 125(I)/2018) as amended and/or replaced

1.1. Personal Data: Any information relating to an identified or identifiable natural person (**"Data Subject"**). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical,

physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.2. Processing: Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.3. Legislative Framework on the Protection of Personal Data (hereinafter referred to as **"Legislative Framework"**): The GDPR and any legislation of the Republic of Cyprus and the European Union (Treaty, Constitution, Regulation, Directive, Law etc.) governing the protection of Personal Data or privacy and to which Personal Data are subject.

1.4. Controller: The Cyprus Energy Regulatory Authority severally or jointly with others, determines the purposes and means of the processing of personal data. Where the purposes and means of such processing are determined by the Legislative Framework, the Controller or the specific criteria for its nomination may be provided for by the Legislative Framework.

1.5. Processor: The Provider, which processes personal data on behalf of the Cyprus Energy Regulatory Authority, as the Controller.

1.6. Sub-Processor: The natural or legal person / processor, which is hired by the Processor to carry out processing activities on behalf of the Controller.

1.7. Recipient: The natural or legal person, public authority, agency or other body, to which the personal data are disclosed, whether a third party or not.

1.8. Third Party: The natural or legal person, public authority, agency or body other than the data subject, controller, processor and other persons who, under the direct authority of the controller or processor, are authorised to process personal data.

1.9. Personal Data Breach: A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

1.10. EU Standard Contractual Clauses: The standard contractual clauses for the transfer of personal data to processors established in third countries, which are annexed to the European Commission Decision of 5 February 2010 (2010/87/EU), as amended and in force, or any other personal data protection standard contractual clauses to be approved by the European Commission in accordance with the GDPR.

2. Scope

The Parties, within the framework of their cooperation, have agreed that the Provider shall process personal data on behalf of the Cyprus Energy Regulatory Authority and only on the basis of registered orders. Specifically, the Provider shall process the personal data of the Cyprus Energy Regulatory Authority in the context of the fulfillment of its obligations under the cooperation between the Parties, in accordance with the provisions of the Data Processing Agreement (hereinafter referred to as "**Data Processing Agreement"**), as specified in the Data Processing Addendum (hereinafter referred to as **"Data Processing Addendum"**), the terms of which govern the respective processing and which are attached to the Data Processing Agreement constituting a single and integral part thereof.

3. Start and Entry into Force

This Agreement starts from the date of its signing by both parties and shall last for ..... unless terminated following a breach of the provisions of this Agreement.

4. Processing of Personal Data

The Provider, as Processor, shall process the personal data, which are kept by the Cyprus Energy Regulatory Authority, as Controller, solely for the purpose of this Agreement. The data subjects, the categories of personal data, the purpose and nature of the Processing, are defined in the respective Data Processing Addendum or in the terms of cooperation between the parties.

5. Obligations of the Controller

The Cyprus Energy Regulatory Authority as Controller, shall:

5.1. Comply with the Legislative Framework and bear the burden of proof of compliance;

5.2 Ensure the existence of the legal basis for the lawful processing of personal data for all processing purposes, including the processing activities carried out by the Processor and specified in the Data Processing Addendum;

5.3 Inform the data subjects and the recipients of personal data on all processing purposes and their rights, including the processing activities carried out by the Processor, as set out in the Legislative Framework;

5.4. Obtain, where required, the relevant required consent of the data subjects for the purposes of the processing;

5.5. Obtain the explicit consent of data subjects in cases where processing of special categories of personal data is carried out;

5.6. Provide written instructions to the Processor with regard to the processing, in accordance with the nature and purpose of the processing.

6. Obligations of the Processor

The Provider, as Processor, shall:

6.1. Comply with the Legislative Framework on the Processing of Personal Data of the Controller, bearing the burden of proof of compliance and to immediately notify the Controller if, at its discretion, any of its instructions, pursuant to paragraph 5.6. hereof, breaches the Legislative Framework.

6.2. Not process the Personal Data which was received from the Controller other than on the relevant documented instructions of the Controller, unless such processing is required by the Legislative Framework, to which the Processor is subject, and for which it must provide the relevant information to the Controller prior to the processing of the personal data.

6.3. Apply all the required Technical and Organisational Measures for the protection of the personal data, in accordance with paragraph 7 hereof.

6.4. Maintain a record of processing activities carried out for the Cyprus Energy Regulatory Authority, in accordance with Article 30 par. 2 of the GDPR.

6.5. Take reasonable steps to ensure the reliability of any employee, agent or contractor, so that the persons processing personal data and have access to such data:

(a) Are authorised to process the personal data and process such data only on the instructions of the Cyprus Energy Regulatory Authority;

(b) Have access only to the strictly necessary information, data and structures for the performance and fulfillment of the purposes of the cooperation between the Parties and compliance to the Legislative Framework in the context of its duties as Processor; and

(c) Are subject to confidentiality undertakings or professional or statutory obligations of confidentiality, even after the termination in any way of their employment in the Processing.

7. Technical and Organisational Measures

7.1. Taking into account the state of the art, the cost 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, the Processor shall implement appropriate technical and organisational

measures to ensure a level of security appropriate to that risk, including inter alia as appropriate:

(a) the pseudonymisation and encryption of personal data, especially during the transfer and storage of such data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

7.2. The Processor declares and warrants that it has a Business Continuity / Disaster Recovery Plan, which allows the continuity of all the means required for the provision of the services of the Agreement and their uninterrupted and unobstructed provision to the Cyprus Energy Regulatory Authority and the availability of personal data.

In this context, the Processor undertakes to:

7.2.1. Periodically update and test the above Business Continuity / Disaster Recovery Plan, in accordance with industry best practices;

7.2.2. Inform the Data Protection Officer of the Cyprus Energy Regulatory Authority without delay of any development, which may substantially affect its ability to carry out the processing effectively and in accordance with the Legislative Framework;

7.2.3. Inform the Data Protection Officer of the Cyprus Energy Regulatory Authority for any event of its inability to provide services, without delay from the occurrence of the event and immediately after its completion, unless otherwise specified in the Data Processing Addendum.

In the event that the Cyprus Energy Regulatory Authority assesses the Business Continuity / Disaster Recovery Plan as inadequate to ensure the continued performance of the services and the protection of the Personal Data or that the above Plan is deemed inadequate by any competent audit authority, the Provider must address any identified deficiencies or failures by making every effort for the implementation of corrections, which will be

requested and within the schedule set by the competent audit authority or the Cyprus Energy Regulatory Authority.

7.3. The Processor is obliged, when assessing the appropriate level of security of Processing, to take into account in particular the risks from such processing and especially from the personal data breach.

7.4. The technical and organisational measures governing any processing are specified in the relevant Data Processing Addendum.

8. Data protection impact assessment and prior consultation

The Processor shall assist the Controller in conducting data protection impact assessments and prior consultation with the supervisory authorities or other competent data protection authorities, which arise in accordance with the provisions of the Legislative Framework and which apply to the Controller due to processing of personal data, taking into account the nature of processing and the information provided to the Processor.

9. Rights of Data Subjects

9.1. Taking into account the nature of the processing, the Processor assists the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of the Controller's obligation to respond to requests for exercising the data subject's rights, as laid down in the Legislative Framework (e.g. right of access, right to rectification, right to erasure, right to restriction of processing, right to object and right to data portability).

9.2. The Processor shall:

9.2.1. Inform the Data Protection Officer of the Cyprus Energy Regulatory Authority without delay if the Processor or its Sub-Processor receives a request from a Data Subject, in accordance with the Legislative Framework and in relation to the personal data of the Controller; and

9.2.2. Ensure that Sub-Processors do not respond to requests beyond the instructions of the Controller or as required by the Legislative Framework, to which the Processor is subject, in which case the Processor, to the extent

permitted by the Legislative Framework, informs the Controller of such request prior to responding to the request.

10. Audit of the Processor

10.1. The Processor shall make available to the Controller all information (such as relevant certifications, audit reports, results of regular tests, assessments and evaluations of technical and organisational measures) necessary for the Controller to demonstrate compliance with the obligations laid down herein and the Legislative Framework.

10.2. During the validity hereof and for twelve months after completion of the processing, the Controller has the right at any time to audit, at its own expense, and the Processor is obliged to provide to the employees of the Controller, to the authorised by the Controller independent auditor and/or their representatives, access to its facilities and to the facilities of its sub-processors (if any), to the data, files, audits, policies and procedures relating to the processing, to verify that the Processor complies with the obligations herein, in accordance with the following procedure:

10.2.1. Without prejudice to paragraph 10.2.3, the Cyprus Energy Regulatory Authority shall notify the Provider in writing of the audit at least five (5) working days prior to the audit, disclosing the identification details of the natural persons who will conduct the audit as well as its estimated duration.

10.2.2. The Processor and Sub-Processors (if any) are not obliged to provide access to their facilities for the purpose of the audit:

(a) To anyone unless they provide proof of identity and duty of audit;

(β) Without prejudice to paragraph 10.2.3., outside the operating hours of the Provider's facilities.

10.2.3. The Controller may carry out an audit, without complying with the obligation under paragraph 10.2.1 to notify the Processor, in the following cases:

- There is a case of emergency or personal data breach; or

- The Controller deems it reasonably necessary to carry out an audit on the basis of reasonable indications of the Processor's non-compliance hereof; or

- The Controller is obliged or required to carry out an audit under the Legislative Framework, a decision of a Supervisory Authority or other similar regulatory authority responsible for the implementation of the Legislative Framework in any country; or

- The Controller is obliged or required to carry out an audit at the request of a data subject, in which questions are raised regarding the lawfulness of the processing.

10.3. In the event that the audit results in the identification of errors or omissions, the Provider must take immediate steps for their restoration, in accordance with the recommendations of the Cyprus Energy Regulatory Authority and within the schedule it shall indicate.

10.4. The Controller and / or its affiliates (including but not limited to, independent auditors, employees of the Cyprus Energy Regulatory Authority, who are at the facilities of the Processor during the audit) shall make reasonable efforts to avoid any damage or destruction to the facilities, infrastructure, personnel and operations of the Processor and / or Sub-Processors, during the audit.

10.5. The right to information and audit of the Controller of this section does not invalidate the right to information and audit, which may have been agreed upon during the cooperation between the Parties and which are still in force.

11. Transfer of Personal Data

11.1 Personal Data are transferred to the Provider by the Cyprus Energy Regulatory Authority and are subject to processing by its authorised personnel. Unless otherwise specified in the Data Processing Addendum, the Provider shall not transfer to Recipients and / or Third Parties the Personal Data of the Cyprus Energy Regulatory Authority, unless requested by the Data Subject and/or the Cyprus Energy Regulatory Authority, in which case the Personal Data may be returned to the Cyprus Energy Regulatory Authority or the country of origin of the Data Subject.

11.2 If it is required to transfer Personal Data to Recipients other than those specified in paragraph 11.1 and any Sub-Processors, the Processor must

inform the Controller in writing of the terms and obligations of the transfer and not transfer personal data prior to the written consent of the Controller.

11.3. The Provider shall not process or transfer personal data outside the European Union or countries or international organisations which the European Commission has not decided that they ensure an adequate level of protection or has decided that they do not ensure an adequate level of protection, without the prior written consent of the Cyprus Energy Regulatory Authority. In the event that the personal data of the Cyprus Energy Regulatory Authority are transferred to a country outside the European Union, which is not recognised by the European Commission as providing an adequate level of protection, the Parties shall ensure that the personal data of the Cyprus Energy Regulatory Authority are adequately protected in accordance with Article 46 of the GDPR. To this end, the Parties expressly acknowledge that in the event the Recipient is not covered by an adequate level of protection and appropriate safeguards, the EU standard contractual clauses shall apply to such transfers.

12. Sub-Processors

12.1. The Processor is required to inform the Controller in writing, prior to engaging another processor and assigning tasks to such processor, including all information subject to processing and undertaken by the Sub-Processor. Within thirty (30) days from the receipt of the above request on the assignment of the processing to a Sub-Processor, the Controller must notify the Processor whether or not he accepts the engagement of Sub-Processor. Only with the express written authorisation of the Controller to the Processor for the engagement of Sub-Processor and the authority of the Processor to provide instructions similar to those given by the Controller to the Sub-Processor, i.e. to process the personal data provided by the Controller on its behalf, will such processing be assigned to a Sub-Processor. The Processor, as well as anyone on its behalf, shall not assign (or disclose personal data of the Controller) to any proposed Sub-Processor, prior to the express written consent of the Controller.

12.2. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.

12.3. The Processor guarantees that any Sub-Processor, who has been approved by the Controller, prior to processing personal data on behalf of the Controller, will contract with the Processor, with the same rights and obligations as provided for herein and the Legislative Framework.

12.4. In the event the engagement of a sub-processor is approved by the Controller, the Processor is obliged:

(a) Before the commencement of the processing of personal data of the Controller by the Sub-Processor to take all necessary and appropriate actions, in order to maintain an adequate level of protection for the personal data of the Controller, in accordance with the requirements for such protection as provided for herein and the Legislative Framework,

(b) At the request of the Controller, to provide to the Controller a copy of the contract with the Sub-Processor (from which confidential/commercial information unrelated to the requirements hereof may be removed).

12.5. The Processor shall ensure that each Sub-Processor complies with the obligations provided herein in relation to the processing of personal data carried out by each Sub-Processor, as if the Sub-Processor were the contracting party herein instead of the Processor, including, without limitation of the generality of the foregoing, the obligations arising from paragraphs 5.6, 6.5, 7, 9.1, 10, 13, 14.1, 14.2 και 14.3.

12.6. In the event that the Sub-Processor does not comply with its obligations regarding the protection of personal data, the Provider remains fully liable to the Cyprus Energy Regulatory Authority for compliance with the obligations of the Sub-Processor.

12.7. The Processor may continue to use Sub-Processors with whom it has already contracted prior to the entry into force hereof, provided that in any case the Sub-Processor shall undertake as soon as possible the obligations set out herein.

13. Personal Data Breach

13.1. The Processor declares and warrants that it has established and implements information security policies, including the management of data breaches and that the Provider's personnel and its affiliates in general, who have access to or process personal data, are aware of the relevant policies and procedures, and have received all the necessary instructions to address personal data breaches, including the immediate submission of reports, scaling procedures and evidence-based practices.

13.2. The Processor shall notify the personal data breach to the Controller without undue delay from the time when the Processor or any Sub-Processor becomes aware of any personal data breach, which affects the personal data of the Controller, providing to the Controller sufficient information which will allow the Controller to comply with the requirements for the notification of personal data breaches to the supervisory authority and/or the data subjects, in accordance with the provisions of the Legislative Framework and Articles 33 and 34 of the GDPR.

In particular, the Processor shall:

(a) Describe 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) Describe the likely consequences of the personal data breach; and

(c) Describe the measures taken or proposed to be taken by the Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

13.3. The Processor must provide the information in accordance with paragraph 13.2. to the email address dataprotection@cera.org.cy as well as to the telephone number 22666363.

13.4. The Processor must cooperate with the Controller and to act on the instructions of the Controller to assist the Controller in the investigation, limitation and to address any incident of personal data breach.

13.5. The Processor guarantees that its Sub-Processors implements policies for the management of personal data breaches with appropriate procedures and have taken all appropriate measures.

13.6. The above notification obligation does not invalidate other notification obligations of the Processor, which may have been agreed upon during the cooperation between the Parties and which are still in force.

14. Deletion or Return of Personal Data

14.1. Without prejudice to paragraphs 14.2 and 14.3. and any special provisions in the relevant Data Processing Addendum, the Processor is obliged to delete the personal data of the Controller within the time period specified in the relevant Data Processing Addendum after the end of services and to confirm the deletion of all copies of personal data received from the Controller.

14.2. Without prejudice to paragraph 14.3, the Controller may, at its discretion, request from the Processor in writing and no later from the end of processing:

(a) To return all personal data of the Controller in a copy through a secure file, the format of which has been pre-agreed with the Controller; and

(b) Delete and confirm the deletion of all copies of personal data of the Controller which were processed by the Processor.

14.3. The Processor and/or any Sub-Processors shall retain the personal data of the Controller, when required by the Legislative Framework and only for the period required, provided that the Processor ensures the compliance of confidentiality and the security of all personal data notified by the Controller and that such personal data processing is performed only for the specific purposes that require their storage and for no other purpose.

14.4. The Processor is obliged to provide the Controller with a written certificate on its full compliance and of its Sub-Processors with the provisions of this paragraph within six (6) months from the end of the processing.

15. Liability of the Parties

15.1. The Provider, during the fulfillment of the obligations arising from this agreement and the Legislative Framework, is liable for any fault thereof, the Sub-Processors and its affiliates in general, and is obliged to fully compensate any damage of the Cyprus Energy Regulatory Authority, which is due or

directly or indirectly related to the breach by the Provider of the terms hereof and/or the Legislative Framework.

15.2. The Cyprus Energy Regulatory Authority is not liable for compensation of the Provider for lost profits, loss of reputation or clientele and for any direct or indirect damage, which is due or directly or indirectly related to the breach of the terms hereof and/or the Legislative Framework.

16. Business Contact Details

The Provider has the right, during the normal course of the business relationship with the Cyprus Energy Regulatory Authority, to have personal information on the operators and other representatives of the Cyprus Energy Regulatory Authority, including but not limited to, full name, telephone number, address, etc. (**"Business Contact Details"**). Subject to compliance with the Legislative Framework, the Provider shall use and disclose the Business Contract Details only for specific purposes arising from the cooperation between the Parties and which make such disclosure necessary, including conducting and maintaining business relationships and informing the Cyprus Energy Regulatory Authority about products and services related to the cooperation between the Parties.

17. Data Protection Officers

17.1. CONTACT DETAILS OF THE DATA PROTECTION OFFICER OF CERA

DATA PROTECTION OFFICER:

ADDRESS: 20, Agias Paraskevis, 2002 Nicosia
CONTACT NUMBER: 22666363

EMAIL: dataprotection@cera.org.cy

17.2. CONTACT DETAILS OF THE DATA PROTECTION OFFICER OF THE PROVIDER

DATA PROTECTION OFFICER

ADDRESS:

CONTACT NUMBER:

EMAIL:

18. Other Terms

18.1 In the event of the breach of any of these terms, all of which are deemed essential, the non-liable Party has the right to terminate immediately and at no cost to itself, the cooperation between the Parties and the Data Processing Agreement with the Data Processing Addendum. The termination shall be effective from the date of receipt of the termination notice by the counterparty or if otherwise specified in the termination notice.

18.2 Failure to exercise all or part of the rights under the Data Processing Agreement shall not be construed, interpreted or considered as waiver of such rights.

18.3 If any term hereof is considered invalid or void for any reason, such invalidity shall not affect the validity of the remaining terms hereof.

18.4 This agreement includes all agreements between the Parties and supersedes any other prior written or oral agreement or arrangement with respect to matters governed by it.

18.5 The Data Processing Agreement with the attached thereto Data Processing Addendum, constituting a single and integral part thereof, shall be amended, supplemented or terminated only with the written agreement of the Parties.

18.6 For the resolution of any dispute, which may arise from the present agreement and shall concern its fulfillment, implementation and interpretation as well as the relations generally created by it, it is agreed that the law of the Republic of Cyprus is applicable and the Courts of the Republic of Cyprus have exclusive jurisdiction.

18.7 It is expressly agreed that where the Data Processing Agreement stipulates written communication between the Parties, shall include e-mail, which shall be accompanied by clear and signed information and/or instructions of the Parties, to the following e-mail addresses:

CERA

EMAIL: dataprotection@cera.org.cy

EMAIL:

IN WITNESS whereof, this agreement was drawn in three (3) identical copies, which after being read, were signed by the legal representatives of the Parties and the Controller received two originals and the Provider received one original.

FOR THE CYPRUS ENERGY REGULATORY AUTHORITY	**FOR THE PROVIDER**
Signature:……	**Signature:……**
Title:……	**Title:……**
Name:……	**Name:……**
Seal:	**Seal:**

WITNESS 1	**WITNESS 2**
……	**……**

DATA PROCESSING ADDENDUM

The following lists identity the Types of Personal Data and the Special Categories of Personal Data that are subject to processing in the context of the services provided by the Processor.

I. Categories of Data Subjects

The categories of data subjects with respect to personal data processed by the Processor on behalf of the Controller are as follows:

- CERA's Top Management members
- CERA Personnel
- CERA Applicants and Licensees
- Complainants
- Candidates for recruitment
- ……

II. Categories of Personal Data

The categories of data subjects with respect to personal data processed by the Processor on behalf of the Controller are as follows:

- Name of person
- Father's Name
- ID Card / Passport Number
- Opinions/ Answers to the test essays
- Email address
- Candidate Number
- Score
- Criminal convictions and offenses
- ……

III. Special Categories of Personal Data

The following list specifies which special categories of personal data will be processed by the Processor on behalf of the Controller:

- …….

If there are no special categories, only the following remains:

No processing of personal data belonging to special categories of personal data as described below shall be carried out, and includes information about a person's:

- Health Issues
- Race or ethnicity
- Political views
- Religion, spiritual or philosophical beliefs
- Participation in trade unions

IV. Purpose and Nature of Processing

The purpose and nature of the processing with respect to personal data of data subjects processed by the Processor on behalf of the Controller are as follows:

- …….

V. Legal basis for the lawful processing of personal data for all processing purposes, including the processing activities carried out by the Processor:

The processing is necessary for compliance with a legal obligation to which the controller is subject (article 6(1)(c) of the Regulation (EU) 2016/679).

VI. Description of technical and organisational security measures applied by the processor

"Technical and organisational security measures" for the purposes of this agreement shall mean the measures intended to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed, as well as protection from any other unlawful form of processing.

1. **Form of data processing**

The data processing is done in electronic and printed form.

2. **Security measures of records**

2.1. The Processor:

- Must select persons with corresponding professional qualifications who provide adequate guarantees in terms of technical knowledge and personal integrity for the observance of confidentiality;

- Provides a level of security with appropriate technical and organisational measures to reduce the risk of data breach;

- Ensures that access to personal data is restricted to the absolutely necessary personnel who need access to provide the examination service;

- Takes all appropriate measures for the adherence to privacy and confidentiality by the personnel who need access to provide the examination service;

- Encrypts the data transmitted electronically; and

- Takes appropriate measures so that personnel do not have access to the data remotely and data are not stored on portable personal devices or mass storage devices (e.g. USB).

2.2. The Processor shall notify the Controller as soon as becoming aware of a personal data breach and will state in the notification the nature of the personal data breach, the categories of data, the approximate number of data subjects concerned, the consequences of the breach and the contact details of the processor for the management of the incident.