



Ancillary Policy to the Data Protection Policy  
("Main Policy") on post contractual obligations



1. INTRODUCTION

- 1.1. This Policy applies to former employees, volunteers, trainees, consultants, suppliers, partners etc. and generally any and all data processors (hereinafter referred to as “Applicable Persons”) of any entity within the Harel Mallac Group.
- 1.2. This Policy must be read in conjunction with the Main Policy and shall not affect any other obligations binding upon the Applicable Persons under any applicable data privacy laws and regulations in force and in any other contract or agreement with any entity within the Harel Mallac Group, such as a contract of employment or service level agreement. In the event of any conflict regarding data privacy obligations in this Policy and the said agreement or contract, the terms of this Policy shall prevail.
- 1.3. This Policy shall form an integral part of the Main Policy and any capitalized, technical and/or legal terms herein shall have the same meanings ascribed to them as in the Main Policy.

## 2. PURPOSE OF THIS POLICY

- 2.1. Pursuant to this Policy, all Applicable Persons shall, upon termination of the contract or agreement between it/him/her and the applicable entity within the Harel Mallac Group, entitling it/him/her to process person data:
  - i. Cease immediately all processing of personal data which it/he/she has acquired or come into possession of during the course of that contract or agreement, unless it/he/she can justify to that entity within the Harel Mallac Group that there is a lawful purpose under law for it/he/she to continue processing such personal data;
  - ii. Remit immediately all copies and originals of such personal data to the applicable entity within the Harel Mallac Group unless it/he/she can justify to that entity within the Harel Mallac Group that there is a lawful purpose under law for it/he/she to continue processing such personal data; and
  - iii. Upon the request of the applicable entity within the Harel Mallac Group, provide, at the Applicable Person’s own cost, proof of destruction of such personal data in it/his/her possession, especially but not limited to electronic records.

The provisions of this Policy shall survive all termination and confidentiality clauses of the contract or agreement between it/him/her and the applicable entity within the Harel Mallac Group.

The Board of Directors reserves the sole right to bring any amendments or revisions to this Policy as and when it deems fit.

### Policy Information

Policy prepared by:	Group Head of Legal Affairs
Approved by the Board on:	12th November 2019
Policy came into effect on:	15 <sup>th</sup> November 2019