# WELLNESS PROGRAM SERVICES AGREEMENT

This Wellness Programs Services Agreement (this "Agreement") is entered into this 1<sup>st</sup> day of September of 2018 by and between TMA @ Your Service, LLC (doing business as "Wellworks For You") ("Wellworks") having a principal place of business located at 1615 West Chester Pike, Suite 104, West Chester, PA 19382 and the Wellworks client identified on the signature page to this Agreement, Raytown Quality Schools ("CLIENT").

Wellworks is a leading provider and manager of wellness programs for employers, educational institutions and other groups. Client has agreed to retain Wellworks to provide and manage Client's wellness program for Client's intended beneficiaries all on the terms of this Agreement.

In consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, Client and Wellworks hereby agree to the following items and conditions of this Agreement:

## **ARTICLE 1. TERM OF AGREEMENT**

- **1.1 Term.** This Agreement will be in effect for one year and will renew in one year increments.
- 1.2 Termination. Either party may terminate this Agreement at any time, after the initial one-year term, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Either party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other party by providing written notice to other party; however, the notice must describe in reasonable detail the nature of the alleged breach and provide for a cure period of at least five (5) days. Any termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

#### **ARTICLE 2. RESPONSIBILITIES OF WELLWORKS**

- 2.1 Services. During the Term of this Agreement, Wellworks shall provide the services that you agree upon, described under the "Your Services" section attached to this Agreement (collectively, "Your Services"), to Client's intended recipients/beneficiaries of the Services (collectively, "Service Recipients") at the location and times specified.
- **2.2 Work Environment.** Wellworks will not be responsible for the supply or proper maintenance of any property supplied by Client, including but not limited to tables, chairs and physical space provided to Wellworks and Service Recipients.

2.3 Privacy of Records. Wellworks shall take all appropriate steps to establish and maintain adequate procedures to ensure the confidentiality and privacy of all information pertaining to any Service Recipient, including following the procedures and requirements set forth on <a href="Exhibit">Exhibit "B"</a> attached hereto. Such records and information shall not be disclosed or released to anyone without written authorization signed by the Service Representative, except when the disclosure of such information is required by the terms of this Agreement, applicable law or is made in response to a compulsory legal process such as a court order.

#### **ARTICLE 3. RESPONSIBILITIES OF CLIENT**

- **3.1 Incorporation of Exhibit(s).** Client agrees that the Exhibit attached hereto is incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Exhibit, the terms of the Exhibit will govern.
- **3.2 Insurance.** Client will maintain that amount of insurance necessary to protect Wellworks against any claims for which it is indemnified under Section 4.2 below.
- **3.3 Work Environment.** Client will provide necessary workspace for Wellworks to conduct the Services in a setting that will enable Wellworks to safely and, if applicable, confidentially provide Services to Service Recipients seeking such service. Client will provide furniture at its sole risk to include, but not limited to, tables and chairs.

#### ARTICLE 4. WAIVERS OF LIABILITY AND INDEMNITY

- **4.1 Waivers of Liability.** From time to time, licensed medical professionals and other third party service providers (all of the foregoing, "Third Party Providers") may be arranged by Wellworks to provide certain Services to Service Recipients. Wellworks shall have no liability to the Client, and Client shall indemnify and hold Wellworks harmless from and against, any claims:
  - a. for the negligent acts or omissions of any person or entity other than Wellworks or its Third Party Providers in connection with the delivery of wellness services; and
  - b. resulting from the Client's and/or a Service Recipient's provision of erroneous, misleading or incomplete information about a Service Recipient

Client acknowledges and agrees that Wellworks and the Wellworks representatives that will have contact with Client and are not medical professionals, and the Services shall not include the provision of medical advice, diagnoses, or other medical services by Wellworks, but rather the arrangement of those services if required by the terms of this Agreement with licensed providers thereof.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WELLWORKS SHALL IN NO EVENT BE LIABLE FOR ANY LOST REVENUE OR PROFIT, SUFFERED BY CLIENT AS A RESULT OF THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

## 4.2 Indemnity.

- a. By Client. Client shall indemnify and hold harmless Wellworks, its officers, employees, independent contractors and agents of any kind, from and against any and all loss, damage, cost or expense (including, without limitation, reasonable legal fees and court costs) arising from any claim brought against Wellworks or its affiliates by the Service Recipients, related to the acts or omissions of any third party that was not serving the Client on Wellworks' behalf or that was not arranged for the Client as part of Wellworks' Services.
- b. **By Wellworks**. Wellworks shall indemnify and hold harmless Client, its officers, employees, independent contractors and agents of any kind, from and against any and all loss, damage, cost or expense (including, without limitation, reasonable legal fees and court costs) arising from any claim brought against Client by the Service Recipients, related to Wellworks' negligent acts in the performance of the Services hereunder.

#### **ARTICLE 5. COMPENSATION**

- **5.1 Billing.** Wellworks will submit invoices to Client for Services rendered (as applicable to any provisions set forth in applicable Exhibits) and Client shall pay such invoices when due. Invoices shall be submitted to the address set forth on the signature page hereto.
- **Payment.** All amounts payable to Wellworks For You are due and payable within thirty (30) days from date of such invoice. Client will send all payments to the following address:

Wellworks For You 1615 West Chester Pike, Suite 104 West Chester, PA 19382

- **Late Payment.** Payments not received within forty-five (45) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- **S.4** Rate Changes. The initial contract rate is guaranteed for one year. Wellworks will give Client at least forty five (45) days advance notice of any change in rates thereafter, which will be mutually agreed upon in writing by both parties.

#### **ARTICLE 6. GENERAL TERMS**

- **6.1 Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- **Assignment.** Client shall not assign this Agreement without the prior written consent of Wellworks, which consent will not be unreasonably withhold, delayed or conditioned. No such consent will be required for assignment to an entity owned by or under common control with Client, but the assignor shall provide assignee with prompt written notice of the assignment. In any event, Client will remain fully liable to Wellworks under this Agreement.
- **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent via email, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent, in the case of Wellworks, to the address set forth in Section 5.2 above and, in the case of Client, to the address set forth on the signature page hereto.
- **6.4 Headings.** The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 6.5 Entire Contract; Counterparts. This Agreement constitutes the entire contract between Client and Wellworks regarding the Services. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or affect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.
- 6.6 Force Majeure. Neither Wellworks nor Client shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar cause beyond its reasonable control. If a party's non-performance under this section extends for forty-five (45) days or longer, the party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other party.
- **Compliance with Laws.** Wellworks agrees that all Services provided pursuant to this Agreement shall be performed in compliance with applicable federal, state, or local rules and regulations.
- **Severability.** In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

- 6.9 Governing Law, Exclusive Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflict laws. Any dispute or claim regarding the terms of this Agreement or the provision of the Services contemplated hereby shall be resolved exclusively in the Court of Common Pleas for the County of Chester in the Commonwealth of Pennsylvania and the parties hereby irrevocably submit to the personal jurisdiction of said court and waive all defenses thereto.
- **6.10 Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation, and provided that the other party has been given prompt written notice of the impending disclosure and has been provided a reasonable opportunity to seek an appropriate protective order.
- **6.11 Limitation of Liability.** Neither Wellworks nor Client will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such party has been advised of the possibility of such damages.
- **6.12 Amendment.** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- **Attorneys Fees.** In the event Wellworks retains legal counsel in order to enforce its rights under this Agreement, Wellworks shall be entitled to recover reasonable attorneys' fees incurred in connection therewith from Client.

## **ARTICLE 7. INTELLECTUAL PROPERTY**

7.1 Intellectual Property. Client shall not use Wellworks' name, trademarks, or logos, or that of any affiliated company, in any advertising or promotional material, or otherwise, including, but not limited to, any Client literature distributed to Service Recipients, without prior written Wellworks approval, provided, however, that Client may distribute materials provided by Wellworks to Service Recipients in connection with the roll-out of the Services, maintenance of the programs implemented in connection with the Services, and for other purposes intended to promote the use of and participation in the Services by the Service Recipients.

Wellworks is and shall remain the sole and exclusive owner of (i) all written materials and information distributed by Wellworks, (ii) Wellworks' website and all portions thereof, including without limitation all intellectual property rights therein, (iii) all information appearing on Wellworks' website (except to the extent such information is specifically identified as belonging to a third party) and (iv) all intellectual property related thereto (collectively, the "Wellworks Products"). Wellworks' Products are and

will remain the sole and exclusive property of Wellworks, whether they are separate or combined with any other property or materials. Client acknowledges Wellworks' exclusive ownership of the Wellworks Products. Client shall take no action that could interfere with or diminish Wellworks' right, title, and interest in the Wellworks Products. Wellworks' rights under this subsection will include, but will not be limited to: (i) all copies of the Wellworks Products, in whole and in part; (ii) all intellectual property rights in the Wellworks Products; and (iii) all modifications to, and derivative works based upon the Wellworks Products. Client shall place or maintain any copyright, trademark and similar notices specified by Wellworks on any Wellworks Products in Client's possession.

Client and Wellworks have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date.

TMA @ Your Service, LLC dba "Wellworks For You"	Raytown Quality Schools
Wellness Provider	Client Name
Signature	Signature
Thomas M. Tegler	
Printed Name and Title	Printed Name and Title
Date	Date
	Client Street Address
	City, State, Zip

# **Exhibit A**

# Services

As per Section 2.1 of the Agreement, Client and Wellworks agree that the scope of the Services shall include the following indicated Wellworks For You Services:

TECHNOLOGY	(√)
Custom Wellness Portal with Smartphone App  The Wellness Portal is a secure website for participants that provides various resources and tracking capabilities related to their company's wellness program. Features include health metrics tracking, programs and events calendar, wellness toolbox (forms, documents, and videos), appointment system, incentive tracking, fitness and nutrition dashboard, Fitbit compatibility, recipes and grocery lists, coach's corner, and more.	✓
<b>Device/App Integration</b> Users can sync device and app data from their Smartphone into the Wellness Portal's fitness and nutrition dashboard. Devices and apps include Apple watch, Garmin, Jawbone, Apple Health, Google Fit, MyFitnessPal, and more.	✓
e-Learning Series  The Wellworks For You e-Learning Series, available on the Wellness Portal, are self-study programs designed to educate, inform, and inspire behavioral change. Each e-Series includes educational videos and quizzes. Topics include diabetes, nutrition, weight management, heart health, stress management, and more. Pricing is determined by quantity of e-Learning Series per year.	
Telemedicine The average appointment wait time to see a physician is between 18 and 19 days. Our telemedicine program will allow users to avoid the hassle of going to the doctor. When you utilize our telemedicine program, you will receive a call back from a physician within an average of 16 minutes! The telemedicine option is available 24 hours a day, 7 days a week, 365 days a year.	
Know Your Number Risk Stratification Assessment (HRA)  Know Your Number is an evidenced-based health risk assessment and education tool, which evaluates an individual's risk for 9 of the most costly, modifiable chronic diseases. A simple report displays an individual's disease risk and a peer risk comparison. The primary focus of the Know Your Number assessment is modifiable disease risk, or the risk that can be minimized with changes to behaviors and healthier lifestyle choices. This risk is graphically displayed to show the impact of each modifiable risk factor.	
TRALE Health Risk Assessment (HRA) TRALE's health risk assessment tool enables individuals to obtain feedback on general health risks. The assessment covers a variety of areas, including nutrition, tobacco use, vehicle safety, physical activity, alcohol use, stress and depression, current health, women's and men's health, and Biometric measures (e.g. weight, height, blood pressure, cholesterol).	
MindQ Mental Health Risk Assessment  The MindQ Mental Health Risk Assessment assesses the risk of exhibiting problems shown to have a negative impact on health and workplace effectiveness criteria such as productivity, absenteeism, and presenteeism. Three distinct areas of risk are assessed: well-being, stress coping, and emotional health.	
MARKETING/COMMUNICATIONS	(√)
Automated Phone Messaging Wellworks will send custom automated messages via phone to participants of the program. Pricing is determined by quantity and frequency of automated messages throughout the year.	
Targeted Communications Wellworks will send targeted emails to users based on sign-up/participation status, including incentive eligibility, upcoming events, and more. Pricing is determined by quantity and frequency of targeted communications per year.	

Program Reminders	
Wellworks will send program and event reminders via email to all eligible members throughout the	$\checkmark$
year. Pricing is determined by quantity and frequency of communications per year.	
Customized Electronic Marketing Materials  Wellwarks For You will provide system electronic marketing materials for your program throughout	
Wellworks For You will provide custom electronic marketing materials for your program throughout the year. Options include posters, flyers, emails, brochures, postcards, and payroll stuffers. Pricing is	✓
determined by quantity and frequency of communications per year.	
Monthly Wellness Newsletter	
Each month, Wellworks distributes our wellness newsletter to all Wellworks members. Topics	
generally align with monthly health observances and also include recipes, new health and wellness	✓
Smartphone app ideas, and more.	
Print and Ship Materials	
Wellworks will print and ship marketing brochures, postcards, flyers, etc. directly to the employees.	
Pricing is determined by quantity and frequency of print and ship materials per year.	
Texting Platform	
We can communicate with the employees via texting regarding programs, events, or health	
coaching sessions. This is an opt-in service. Pricing is determined by quantity and frequency of text	
messages per year.	
Material Language Translations	
Wellworks can translate certain marketing materials for an additional cost.	
PROGRAM MANAGEMENT/REPORTING/SUPPORT	(√)
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Wellness Team/Account Management (Standard with all programs)	
Wellworks For You will provide a dedicated Wellness Coordinator for your program who will help meet all of your wellness needs and goals. The Wellworks wellness team will assist in structuring	
your wellness program, including customization of materials (flyers, posters, etc.), sending	✓
communication reminders, upcoming event emails, monthly newsletters, and structuring your	
incentive program.	
Wellworks Onsite Representation	
A Wellworks For You Representative will come onsite to your location for program rollout and	
demonstration. Wellworks will distribute promotional items and present the wellness program to	
your eligible employee population. Pricing is determined by frequency of onsite representation per	
year.	
Administrative Access with Real-time Reporting Capabilities	
Your team will have access to the backend of the Wellness Portal for management and reporting	✓
capabilities. Reports include: user logins, user registrations, page views, daily steps, event	<b>Y</b>
participation, and incentive eligibility.	
Incentive Management Tracking and Reporting	
Wellworks For You will work with you in customizing an incentive program to fit your demographics	
and needs. We can design a variety of program and incentive structures, including points-based,	
monetary-based, outcomes-based, tiered incentive programs, and participatory. We will tailor the	
program to include all wellness events and goals participants need to achieve throughout the	
wellness year to earn the incentive. Participants will have the ability to view their participation in	
the Wellness Portal.  Healthy Panges Tracking and Penerting	
Healthy Ranges Tracking and Reporting Wellworks will track and manage healthy metric ranges from preventative screening results.	
Tracking can include individual healthy ranges, or a combination of ranges, such as meeting 3 out of	
5 healthy ranges to receive credit.	
Comprehensive Program Reporting	
Wellworks will provide comprehensive year-end reporting for program and event participation,	
incentive eligibility, and more. Reports include, but are not limited to, registration and utilization	$\checkmark$
reporting, challenge participation, incentive tracking reports, health coaching reports, and return on	,
investment and utilization reports.	
Health Data Analytics and Reporting	
Wellworks For You is committed to providing our clients with the necessary information to not only	
manage their healthcare crisis, but to predict future potential risk within the employee population.	
Our analytics solution proactively monitors health and identifies problem areas, determines where	

to implement targeted solutions, and quantifies savings and return on investment for wellness initiatives.	
HEALTH COACHING	(√)
Onsite Health Coaching A certified Health Coach will provide one-on-one private sessions onsite for employees regarding a variety of topics, including weight management, nutrition, screening results, stress management, etc. Pricing is determined by quantity and frequency of onsite Health Coaches per year.  Telephonic Health Coaching (Incentivized Inbound) Include health coaching sessions as part of your incentive program structure. Participants would schedule sessions via the Wellness Portal and complete a certain amount of calls to earn credit towards the program. Pricing is determined by number of expected coaching calls per year.  Telephonic Health Coaching (Risk Management Strategy)	
Design a custom risk management coaching strategy for your population. Baseline or comparison data is required prior to structuring the program. This coaching strategy is only available when used in conjunction with the Know Your Number Assessment or other risk assessment tool. Pricing is determined by number of expected coaching calls per year.	
PREVENTATIVE SCREENINGS	(✓)
Biometrics (Fasting/Non-Fasting options)  This comprehensive fingerstick screening package includes total cholesterol, HDL, TC/HDL ratio, glucose, blood pressure, height/weight, waist circumference, BMI, body fat percentage, and health education. The fasting option also includes LDL and triglycerides.  Venipuncture Screenings  Customize a blood draw screening event for your employees. Options include lipid panel, nicotine,	
PSA for men, Vitamin D, and more. <b>Lab Vouchers</b> Wellworks works with various lab partners to deliver a voucher program so that participants can complete their lab work at a local participating lab facility.	
Dried Blood Spot Testing The Dried Blood Spot test allows the member to administer the testing themselves and at their convenience with no need to go to an onsite clinic, lab, or physician. The member simply pricks their finger, provides the blood to the kit, and ships the kit back to the lab. All materials are included in the kit, including directions, how to self-administer, return packaging, and more. These kits can be ordered by the member or in bulk for distribution. The test can include the lipid panel such as Total Cholesterol, Triglycerides, HDL, LDL, as well as additional tests such as HbA1C, PSA, Cotinine, and more.	
Onsite Preventative Screenings (Blood Pressure, Chair Massage, Vision etc.)  A nurse will come onsite to conduct individual screenings, including blood pressure, body composition/BMI, chair massages, and vision screenings. Each nurse is onsite for a minimum of three (3) hours.	
Vaccination Clinics	
Wellworks offers a variety of clinics, such as flu, TB, and pneumonia.  Physician Results Form Tracking  Employees can visit their physician and submit their screening results to Wellworks by filling out the Physician Results form. The results will then be manually uploaded into the Wellness Portal and Know Your Number Health Assessment (if applicable).	
Supplemental Preventative Screening Form Tracking Wellworks will track participation for supplemental preventative visits throughout the wellness year, including dental, vision, mammogram, colonoscopy, etc.	
TOBACCO PROGRAMS	(√)
<b>Tobacco Attestation Form Tracking</b> Wellworks will create a customized tobacco affidavit to be completed by the participants and returned to Wellworks for tracking and reporting.	
<b>Tobacco Cessation Program (e-Learning Series with </b> <u>no</u> Health Coaching)  The Wellworks For You Tobacco Cessation e-Learning Series is an interactive program to help participants quit smoking, tobacco, or nicotine use. This six-week, self-study program is designed to	

educate, inform, and inspire behavioral change. The program contains a pre- and post-module survey, intended to assess a readiness to change in an individual, and six (6) modules that each include a video and a quiz. Participants will receive information to create a personalized quit plan, as well as online resources, to support participants through each step of the quitting process.	
Tobacco Cessation Program (e-Learning Series with Health Coaching)	
The Wellworks For You Tobacco Cessation Program with Health Coaching is an interactive program	
to help participants quit tobacco use, with the help and support of our Health Coaching team. This	
six-week program is designed to educate, inform, and inspire behavioral change. The program	
contains a pre- and post-module survey, intended to assess a readiness to change in an individual,	
and six (6) modules that each include a video and a quiz. Participants will receive individual	
attention to create a personalized quit plan, as well as online resources, to support participants	
through each step of the quitting process. Participants must complete a certain amount of sessions	
with a Health Coach to complete the program.	
Smoking Cessation Program (Freedom From Smoking Onsite Program)	
The FFS Program has been the leading adult smoking cessation program for over 25 years. This	
program is facilitated by an American Lung Association trained coach in a supportive and non-	
judgmental small group setting. Participants will receive individual attention to create a	
personalized quit plan to sustain their healthy lifestyle choice. Studies have shown that participants	;
who complete this program are six times more likely to become successful non-smokers than those	
who quit on their own.	
Tobacco Cessation Program (Virtual via Webcam)	
The Wellworks For You Virtual Tobacco Cessation Program is an interactive multimedia program to	
help participants quit tobacco use. This program is facilitated by a trained Tobacco Cessation Coach	
in a supportive and non-judgmental online setting. Participants will receive individual attention to	
create a personalized quit plan, as well as online resources, to support participants through each	
step of the quitting process.	
EDUCATION/ACTIVITIES	1/
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consulting.

Client and Wellworks have acknowledged their understanding of and agree to the services written above by executing this Agreement as of the Effective Date.

Effective Date:	September 1, 2018
Number of Eligible Lives:	1,200
Cost of Program:*	3,700.00 Per Year

TMA @ Your Service, LLC dba "Wellworks For You"	Raytown Quality Schools
Wellness Provider	Client Name
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

<sup>\*</sup>Please Note: If the number of eligible employees fluctuates by more than 10%, then WW4U reserves the right to amend the above per employee, per month rate.

# **Exhibit B**

#### **Personal Data Protection Policies**

Wellworks shall collect, maintain and use the personal data of Service Recipients that is provided to Wellworks under this Agreement in accordance with the following policy (the "Data Policy").

Any personal data provided to Wellworks by or about a Service Recipient pursuant to this Agreement shall be processed solely for the purposes of the performance, management and monitoring of the Agreement by Wellworks.

Wellworks shall limit access to the personal data to the staff and subcontractors as is strictly necessary for the performance, management and monitoring of the Agreement and the provision of the Services.

Wellworks shall implement and maintain appropriate technical and organizational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorized person from having access to computer systems processing personal data, and especially:
  - 1) unauthorized reading, copying, alteration or removal of storage media containing personal data;
  - 2) unauthorized data input as well as any unauthorized disclosure, alteration or erasure of stored personal data;
  - 3) unauthorized using of data-processing systems by means of data transmission facilities;
- b) ensure that authorized users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data has been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Client; and
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorization.