Talentech

DATA PROCESSING AGREEMENT

1 INTRODUCTION AND PURPOSE OF THE DATA PROCESSING AGREEMENT

This data processing agreement (**"the Data Processing Agreement")** sets the main principles for the processing of personal data and is an integrated part of the Agreement between the parties.

The Data Processing Agreement shall ensure that personal data is processed in accordance with applicable data protection laws and is not used in an unlawful manner or that unauthorized parties access the personal data.

The Customer is the data controller for the personal data that Talentech processes on behalf of the Customer, and Talentech is the data processor.

In the event of a conflict between this Data Processing Agreement and the Agreement, this Data Processing Agreement shall precede, unless otherwise specifically agreed.

1.1 Definitions

Personal Data: Refers to any information related to an identified or identifiable natural person (data subject), such as names, contact information, identification numbers, or online identifiers.

Data Subject: The individual to whom the personal data relates, typically a customer, employee, or user.

Processing: Any operation or set of operations performed on personal data, such as collection, recording, storage, modification, retrieval, disclosure, or deletion.

Data Controller: The entity (e.g., a company) that determines the purposes and means of processing personal data. The controller has the primary responsibility for ensuring the data is processed in compliance with GDPR.

Data Processor: The entity that processes personal data on behalf of the data controller. The processor must follow the controller's instructions and comply with relevant GDPR obligations.

Sub-Processor: Any third-party engaged by the data processor to assist in processing personal data on behalf of the controller. The sub-processor must also adhere to GDPR requirements.

Personal Data Breach: A breach of security that leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to personal data.

Supervisory Authority: The regulatory body responsible for overseeing data protection within a specific jurisdiction, such as the Data Protection Authority (DPA) in an EU country.

Special Categories of Personal Data: Refers to sensitive personal data such as racial or ethnic origin, political opinions, religious beliefs, health data, genetic or biometric data, and sexual orientation. Processing of this data typically requires stricter safeguards.

Data Subject Rights: Refers to the rights granted to individuals under GDPR, including: Right of access, right to rectification, right to erasure ("right to be forgotten"), right to data portability, right to restrict processing, right to object to processing.

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1.2 Fundamental principles for the processing of personal data

Lawfulness, Fairness, and Transparency: Personal data must be processed in a lawful, fair, and transparent manner with respect to the individual.

Purpose Limitation: Personal data may only be collected for specific, explicitly stated, and legitimate purposes and must not be processed further in a manner incompatible with those purposes.

Data Minimization: Only the personal data necessary for the purpose of processing should be collected and processed.

Accuracy: Personal data must be accurate and, where necessary, kept up to date. Inaccurate data should be corrected or deleted.

Storage Limitation: Personal data should not be kept for longer than necessary for the purposes for which they are processed.

Integrity and Confidentiality: Personal data must be processed in a manner that ensures adequate security, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

2 THE EXTENT OF THE PROCESSING

2.1 Principles

The data controller determines the purpose of the processing.

Talentech, its subcontractors and others who, on behalf of Talentech, perform assignments and have access to the personal data, shall process the data only on behalf of the data controller and in accordance with the Agreement, the Data Processing Agreement and the data controller's written instructions, unless otherwise stated in applicable law.

Talentech shall promptly notify the data controller if Talentech believes that an instruction is contrary to data protection legislation.

2.2 Categories of personal data and data subjects

The data processor provides the Service, and will, as part of the delivery of the Service, process personal data.

The processing includes the following categories of personal data:

Personal data:	**Category of data subject:**	**Personal data processed in:**
Contact information (name, email, phone, address)	Customer's users and candidates	Network recruitment, Recruitment, Analytics, Boarding, Talent, PeopleCore, Digital Reference Checks
Image	Customer's users and candidates	Network recruitment, Recruitment, Analytics, Boarding, Talent, PeopleCore
Date, time and IP for last log in	Customer's users and candidates	All solutions
Work related information (education, experience, position)	Customer's candidates	Network recruitment, Recruitment, Analytics, Boarding, Talent, PeopleCore, Digital Reference Checks

Special categories of personal data: Candidates or employees may add special categories of data in text, CV or cover letter	Customer's candidates	Recruitment, Onboarding, Talent, PeopleCore
Information related to psychosocial and physical work environment	Customer's employees	Weekli

2.3 Talentech's use of anonymized data

Talentech offers services directly towards candidates and other end-users, such as statistics and analytics services. Talentech is granted a non-time-limited, irrevocable, free and non-exclusive license to use data collected in accordance with the use of the Service in anonymized form, for statistics and for improving the Service.

3 THE RESPONSIBILITIES OF THE DATA CONTROLLER

The data controller is responsible for securing that the personal data is processed for legitimate and objective purposes, and that Talentech does not process personal data to a greater extent than what is necessary to achieve the specific lawful purpose.

The data controller is responsible for ensuring that there is a lawful purpose for the processing of personal data for the time the data is transferred to or registered by Talentech.

The data controller is responsible for ensuring that the data subjects has received sufficient information about the processing of their personal data.

4 CONFIDENTIALITY

The parties have a duty of confidentiality. The parties shall not use or disclose to any person confidential information, neither during nor after the agreement period, except for purposes that are in accordance with the administration and exercise of a party's right under the Agreement, or as required by law.

Confidential information includes the specific terms of the Agreement and any other business-related, technical and other information relating to the other party, which a party receives or accesses directly, indirectly, in writing or otherwise, including information about personal data, intellectual property, users or the Service. Except for personal data, confidential information shall however not include information that the receiving part already has in its possession and that is not confidential, or which is provided to the receiving party of a third party, other than any relevant third party under this Agreement, and without breaching any confidentiality agreements, or information which is already publicly available without implying breach of the Agreement.

The parties shall treat as confidential, maintain and protect confidential information of the other party with a level of protection and caution that at least corresponds to the level protection of the party's own confidential information.

5 SECURITY

Talentech shall implement appropriate technical and organisational measures set out in data protection legislation and/or measures imposed by the relevant supervisory authority in accordance with applicable law in order to achieve an appropriate level of security.

Talentech shall assess appropriate security levels and take into account the risks associated with the processing, including the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to personal data transferred, stored or otherwise processed.

All transfer of personal data between Talentech and the Customer or between Talentech and a third party shall be made using adequate security measures, or as agreed between the parties.

If the Customer has specific security requirements for Talentech's processing of the personal data the Customer is the data controller for, this shall be stated in The Agreement.

6 ACCESS TO PERSONAL DATA AND FULFILLMENT OF THE DATA SUBJECTS' RIGHTS

Unless otherwise agreed or provided by applicable law, the data controller shall have the right to require access to personal data processed by Talentech on behalf of the data controller.

If Talentech or its' sub-processors receives a request from a data subject regarding the processing of personal data, Talentech shall forward the request to the data controller, unless Talentech is entitled to handle the request under applicable law or in accordance with the data controller's instructions.

Talentech shall assist the data controller in fulfilling the data controller's responsibility to respond to requests submitted to exercise their rights set out in the data protection legislation, including the right to (i) access, (ii) rectification and (iii) deletion, (iv) restriction or to object to a processing, as well as (v) to obtain personal data in a structured, commonly used and machine-readable format (data portability). Talentech shall be compensated for such assistance in line with Talentech's current prices, unless otherwise agreed.

7 ASSISTANCE TO THE DATA CONTROLLER

If Talentech or its' sub-processor receives a request from the relevant supervisory authority for access to, or information about, data subjects' personal data or processing activities covered by this Data Processing Agreement, Talentech shall notify the data controller of the request, unless Talentech is permitted by applicable law or in accordance with the instructions of the controller to handle the request.

If the data controller is obliged to carry out a data protection impact assessment consequences and/or conduct pre-discussions with the relevant supervisory authority in connection with the processing of personal data under this Data Processing Agreement, Talentech shall assist the data controller. The data controller shall cover costs incurred by Talentech as a result of such assistance.

8 PERSONAL DATA BREACH NOTIFICATION

Talentech shall notify the data controller without undue delay and no later than within twenty-four (24) hours after learning of a personal data breach. The data controller is responsible for reporting said breach to the relevant supervisory authority.

As a minimum, the notification to the data controller shall describe (i) the nature of the personal data breach including, where possible, the categories of and approximate number of data subjects and personal data affected, (ii) the likely consequences of the personal data breach, (iii) the measures taken by Talentech to address the personal data breach, including, if applicable, measures to reduce any adverse effects resulting from the personal data breach. Where, and in so far as, it is not possible to provide all the information at the same time, it may be provided in phases without further undue delay.

If the data controller is obligated to notify the data subjects of any personal data breach, Talentech shall assist the data controller with this, including providing, if available, necessary contact information to those affected. The data controller shall cover the costs associated with such communication with the data subjects, unless the breach is due to circumstances for which Talentech is responsible.

8.1 Data controller's responsibility to notify Talentech

The data controller shall notify Talentech without undue delay if they experience a personal data breach that affects or potentially impacts the personal data processed by Talentech on behalf of the data controller.

The notification to Talentech must include (i) the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects and personal data affected, (ii) the likely consequences of the personal data breach, (iii) the measures taken or intended to address the personal data breach, including any steps to mitigate potential adverse effects.

The data controller is responsible for reporting the breach to the relevant supervisory authority within the required timeframe. Talentech will assist the data controller, if necessary, in providing information to affected data subjects. Costs related to such communications will be covered by the data controller unless Talentech is at fault.

In the event of a breach, the data controller should promptly notify Talentech by sending an email to legal@talentech.com

9 TRANSFER OF DATA TO THIRD COUNTRIES

Talentech shall ensure that all personal data processed under this Agreement is stored and processed exclusively within the European Union (EU) and the European Economic Area (EEA). No personal data shall be transferred to, accessed from, or otherwise processed in any country outside the EU/EEA.

Any transfer of personal data to a third country may only take place if:
(i) the data controller has given its prior written approval; and
(ii) such transfer is carried out in full compliance with applicable data protection laws, including the use of appropriate safeguards as required under GDPR.

Absent such prior written approval and lawful basis, no transfer or access to personal data outside the EU/EEA is permitted.

10 USE OF SUB-PROCESSORS

The data controller agrees that Talentech may engage sub-processors in providing the Service and processing personal data, provided Talentech ensures that;

i) The obligations of Talentech set out in the Data Processing Agreement and the data protection legislation are imposed on the sub-processors by written agreement; and that

ii) any sub-processors provides sufficient guarantees that technical and organisational measures are being implemented to ensure that the processing meets the requirements of ¢the data protection legislation and the Data Processing Agreement, as well as giving the data controller and relevant supervisory authority the access and information necessary to verify such guarantees.

Talentech shall be fully responsible towards the data controller for ensuring that the sub-processors follow the data protection legislation and the conditions and instructions of the data controller and of this Data Processing Agreement.

11 PROCEDURE FOR THE USE OF SUB-PROCESSORS

Talentech shall at all times have an updated list of all sub-processors processing personal data on behalf of the data controller. The list upon the signing of the Agreement:

Subprocessor:	Information:	Place:	Solutions:

Advania AS	Database and infrastructure	Norway	Talent Recruiter
Iver Sverige AB	Database and infrastructure	Sweden	ReachMee
Microsoft Ireland	Database and infrastructure	Ireland and the Netherlands	Boarding, AI, Dynamic career sites, PeopleCore
Digital Ocean	Database and infrastructure	Germany and the Netherlands	Network recruitment
Amazon Web Services	Database and infrastructure	Ireland	Weekli, Analytics
CleverCloud	PaaS	France	Digital Reference Checks
46elks	SMS sending	Sweden	Digital Reference Checks
ITM8 AB	Database and infrastructure	Sweden	Talent
Smtp2Go	E-mail notifications	The Netherlands	Boarding
Flipbase B.V.	Video storage	The Netherlands	Boarding
Scrive AB	Electronic signature service and document processing	Germany, France, Norway	Recruitment (digital signing),
Sinch	SMS-communications	Germany	Network recruitment, Digital Reference Checks
Microsoft Ireland	Integrations with partners and third parties, and login	Germany	All products where integrations and/or TalentechID login is used

Upon replacing or adding a sub-processor, Talentech shall notify the data controller no later than three (3) months before the day the sub-processor shall commence the processing of personal data. Any objection to such changes must be submitted to Talentech within three (3) weeks from the notification received. If the data controller opposes to the change or replacement of a sub-processor, Talentech may terminate the Agreement and the Data Processing Agreement with one (1) month notice.

Talentech shall provide reasonable assistance and documentation for use in the data controller's risk assessment of the use of sub-processors or the transfer of personal data to a third country.

12 **AUDITS**

Talentech conducts annual security audits through the use of third parties. A summary of these is available to the Customer upon request.

Talentech shall provide the Customer with documentation of technical and organisational measures implemented to ensure an appropriate level of security, as well as other information necessary to demonstrate Talentech's compliance with its obligations under the Data Processing Agreement and the relevant data protection legislation.

The Customer and the supervisory authority according to the relevant data protection legislation have the right to conduct audits, including inspections and evaluation of personal data processing, the systems used for this purpose, technical and organisational security measures, including safety instructions etc. The Customer shall not be given access to information regarding Talentech's other customers and information subject to confidentiality obligations during such audits.

The Customer has the right to conduct such audits once per year. The Customer shall notify Talentech of such audit at least five (5) working days prior to the audit. Inspections shall take place within Talentech's general office hours, and shall in the least extent affect Talentech's day-to-day activities. If the Customer appoints an external auditor to carry out the audit, the auditor shall be bound by a confidentiality agreement.

The Customer shall cover costs related to audits initiated by the Customer or incurred by auditing the Customer, including compensation to Talentech for reasonable time for Talentech and its employees' assistance during the inspection. Talentech shall nevertheless cover such costs if an audit reveals non-

compliance with obligations under the Data Processing Agreement or in accordance with the data protection legislation.

13 TERM AND TERMINATION

The Data Processing Agreement is in effect as long as Talentech processes personal data on behalf of the data controller.

If Talentech breaches the Data Processing Agreement, the data controller may (i) order Talentech to cease further processing of personal data with immediate effect, and/or (ii) terminate the Data Processing Agreement with immediate effect.

14 CONSEQUENCES OF TERMINATION

Upon termination of the Data Processing Agreement, Talentech shall, in accordance with the instructions of the data controller, delete all of the data of the data controller within fourteen (14) days from the termination of the Data Processing Agreement, including copies and back-up, unless otherwise stipulated in applicable law.

Talentech shall document to the data controller in writing that deletion has taken place in accordance with the Data Processing Agreement.

15 LIABILITY

Each of the parties is responsible for ensuring that the party's processing of personal data is in accordance with applicable data protection laws. Furthermore, each party is fully and solely liable for fines and/or claims made by data subjects arising as a consequence of a party's breach of this Data Processing Agreement and/or the data protection legislation, and shall indemnify the other party for any breach caused by this party.

Other losses or claims arising in relation to the Agreement or this Data Processing Agreement shall be fully governed by the liability regulation in Talentech's general terms of service, including agreed limitations of liability.

16 NOTIFICATIONS AND CHANGES

All notices related to the Data Processing Agreement shall be sent in writing to the relevant contact person specified in the Agreement.

In the event of changes to the data protection legislation, if a judgement or statement of the competent authority or other authorities entails an altered interpretation of the data protection legislation, or if changes are made to the delivery of the Service that require changes to the Data Processing Agreement, the parties shall cooperate to update the Data Processing Agreement accordingly.

17 LAWS AND DISPUTES

The Data Processing Agreement shall be subject to the same choice of law and court applicable to the Agreement.