

APPENDIX A TO QUINYX' GENERAL TERMS AND CONDITIONS DATA PROCESSOR AGREEMENT

1. INTRODUCTION

- 1.1 This data processing agreement (the "Data Processor Agreement") sets forth Customer's rights and obligations as data controller ("Data Controller") and Quinyx' rights and obligations as data processor ("Data Processor") when Quinyx processes personal data on the Customer's behalf when providing the Services and forms part of the Agreement. All capitalised but undefined terms in this Appendix shall have the meaning given to them in the Agreement.
- 1.2 Nothing in this Appendix shall change either party's exclusions or limitations of liability under the Agreement, unless this Appendix expressly deviates from the Agreement. All provisions relating to liability and indemnities set out in the Agreement shall continue to apply (including to this Appendix and Data Processor Agreement) notwithstanding this Appendix to the Agreement coming into effect.
- 1.3 In this Appendix, the terms:
- a) "Data Controller", "Data Subject", "processing", "Data Processor" and "personal data" bear the respective meanings given to them in the applicable data protection laws. For clarity, a reference to "personal data" shall for the purposes of this Appendix be deemed to be a reference to personal data provided by the Data Controller or its users pursuant to the Agreement; and
 - b) "data protection laws" means all laws, regulations as well as binding regulations and decisions by competent authorities applicable in the EU/EEA as well as the European Data Protection Board's binding regulations and decisions that apply to the processing of personal data in the context of the Data Processor Agreement.

For UK Customers, the following shall also be encompassed by the term data protection laws: the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), Data Protection Act 2018 and any other data protection laws, regulations and guidelines that are applicable in the UK.

2. PROCESSING OF PERSONAL DATA

- 2.1 Data Processor undertakes to only process personal data in accordance with documented instructions from the Data Controller, unless required to act otherwise according to applicable data protection laws; in such event, the Data Processor shall notify the Data Controller of that legal requirement before processing, unless that law prohibits such notification. The Data Controller's initial instructions to the Data Processor regarding the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects are set forth in this Data Processor Agreement and in Appendix 1A. Any changes to the Data Controller's instructions shall be negotiated separately and, to be valid, documented in writing and duly signed by both parties.
- 2.2 The Data Controller warrants to the Data Processor that:
- a) it has the right to lawfully supply the data (including any personal data) and has obtained and will maintain all necessary rights, licences, consents and authorisations to transmit the personal data to the Data Processor and to permit it to be processed and used for the purposes contemplated by the Agreement;
 - b) any data (including personal data) which it transmits to the Data Processor will be accurate and up to date and that it shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of that data;
 - c) it shall comply with all applicable data protection laws (including ensuring that the instructions it provides to the Data Processor in relation to the processing and collecting of such personal data also complies with all data protection laws).
- 2.3 The Data Processor confirms that all personal data is processed, whether by the Data Processor or via a pre-approved sub-processor (an "Approved Sub-Processor"), within the European Economic Area ("EEA").
- 2.4 The Data Controller confirms that, except for any written instruction provided in specific cases according to clause 2.3, the obligations of Data Processor set out in this Data Processor Agreement, including Appendices

1A and 1B, constitutes the full and complete instructions to be carried out by Data Processor. Any changes to the Data Controller's instructions shall be negotiated separately and, to be valid, documented in writing in Appendix 1A, and duly signed by both parties.

- 2.5 The Data Processor shall, to the extent required under applicable data protection laws and in accordance with the Data Controller's written instruction in each case, assist the Data Controller in fulfilling its legal obligations under such laws.

3. EXERCISE OF ACCESS RIGHTS ETC

- 3.1 If data subjects, competent authorities or any other third parties request information from Data Processor regarding the processing of personal data, Data Processor shall refer such request to the Data Controller. Subject to clause 3.2, Data Processor may not in any way act on behalf of or as a representative of the Data Controller and may not, without prior instructions from the Data Controller, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party except in accordance with this Appendix.

- 3.2 In the event Data Processor, according to applicable laws and regulations, is required to disclose personal data that Data Processor processes on behalf of the Data Controller, Data Processor shall be obliged to inform the Data Controller thereof immediately and request confidentiality in conjunction with the disclosure of requested information.

4. SUB-PROCESSORS AND THIRD COUNTRY TRANSFERS

- 4.1 Subject to clause 4.2, the Data Processor may engage additional or replacement sub-processors to process the personal data on behalf of the Data Processor without obtaining any further written, specific authorisation from the Data Controller. Prior to Data Processor engaging any new sub-processor to carry out processing activities of the personal data on behalf of the Data Controller, the Data Processor will notify the Data Controller of such change ("Initial Notice"). If the Data Controller initially objects to an additional or replacement sub-processor:

- a) the Data Processor shall provide the Data Controller with any additional information reasonably requested by the Data Controller to enable the Data Controller to assess whether the use of the proposed sub-processor will ensure the Data Controller's compliance with this Data Processor Agreement and the data protection laws;
- b) subsequently, if the Data Controller (acting reasonably) can demonstrate to Data Processor that such compliance will not be maintained through the proposed sub-processor, the Data Controller shall be entitled to terminate the Agreement on 28 days' written notice provided such notice is given within 14 days of the Initial Notice.

- 4.2 Where Data Processor authorises any sub-processor as described in clause 4.1, the Data Processor shall:

- a) restrict the sub-processor's access to Data Controller's data (including any personal data) only to what is necessary to maintain the Services or to provide the Services to Data Controller in accordance with Appendix 1A and Data Processor will prohibit the sub-processor from accessing the data (including any personal data) for any other purpose;
- b) enter into a written contract with the sub-processor that requires it to comply with the same data processing obligations to those contained in this Data Processor Agreement, and, upon the Data Controller's written request, provides the Data Controller with copies of such contracts; and
- c) be accountable to the Data Controller for the acts or omissions of any sub-processor as if such acts or omissions were acts or omission of the Data Processor.

- 4.3 Appendix 1B contains a list of pre-approved sub-processors as of the date of entry into force of the Data Processor Agreement.

- 4.4 The Data Controller recognises and accepts that the Data Processor, in accordance with what is stated in Appendix 1B, is engaging Amazon Web Services ("Amazon") as an Approved Sub-Processor, and that the Data Processor has entered into a data processing agreement with Amazon based on Amazon's standards for data processing agreements. Provided that and to the extent it does not cause Data Controller or Data Processor to be in breach of any applicable data protection laws, Data Processor shall not be obligated to enforce on Amazon other obligations regarding the processing of personal data other than what is contained in the Amazon standard data processing agreement that has been entered into between Amazon and the Data Processor.

- 4.5 The Data Processor (or any relevant sub-processor) shall not transfer any personal data outside of the EEA

without the Data Controller's prior written approval. If any personal data is transferred outside of the EEA the Data Processor shall ensure that:

- a) the personal data is processed in a territory which the European Commission has found to have adequate protection for the privacy rights of individuals (pursuant to data protection laws); or
- b) there is a valid cross-border transfer mechanism in place in accordance with applicable data protection laws. Such transfer mechanism can consist of, e.g., the European Commission's model clauses (2010/87/EU), which grant legal basis for Data Controllers within the EEA to transfer personal data to Data Processors outside of the EEA. The Data Controller authorises the Data Processor to on behalf of the Data Controller enter into the European Union's model clauses with such sub-processors which the Data Processor may engage in accordance with clause 4.1.

5. INFORMATION SECURITY AND CONFIDENTIALITY

- 5.1 Data Processor shall be obligated to fulfil any legal obligations imposed on it regarding information security under applicable data protection laws and shall in any case take appropriate technical and organizational measures to protect the personal data which is processed.
- 5.2 For the current version of Quinyx' Information Security Standard Policies and Procedures, see: https://enjoy.quinyx.com/hubfs/iGoMoon2017/PDFs/Quinyx_Information_Security.pdf?t=1523976583623.
- 5.3 The Data Processor undertakes not to, without the Data Controller's prior written consent, disclose or otherwise make personal data processed under this Data Processor Agreement available to any third party, except for sub-processors engaged in accordance with this data processing agreement.
- 5.4 The Data Processor shall be obliged to ensure that only such staff and other Data Processor representatives that directly require access to personal data in order to fulfil the Data Processor's obligations in accordance with this data processor agreement have access to such information. The Data Processor shall ensure that such staff and other Data Processor representatives are bound by a confidentiality obligation concerning this information to the same extent as the Data Processor in accordance with this data processing agreement.

6. DATA BREACH NOTIFICATIONS

- 6.1 Data Processor shall inform the Data Controller without undue delay after becoming aware of any accidental or unauthorized access to personal data or any other security incidents (personal data breach).
- 6.2 Data Processor shall assist Data Controller with any information reasonably required to fulfil its data breach notification requirements.

7. AUDIT RIGHTS

- 7.1 The Data Controller shall be entitled to take measures necessary to verify that Data Processor is able to comply with its obligations under this Data Processor Agreement, and that Data Processor has in fact undertaken the measures to ensure such compliance. Data Processor undertakes to make available to the Data Controller all information and all assistance necessary to demonstrate compliance with the obligations laid down in this data processing agreement and allow for and contribute to audits, including on-site inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.
- 7.2 The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction provided to Data Processor when Data Controller exercises its rights under clause 7.1 above, infringes applicable data protection laws.

8. MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA

- 8.1 Upon expiry of this data processing agreement, the Data Processor will, if not instructed otherwise in writing by the Data Controller, erase any personal data processed under this data processing agreement 90 days after the expiry date.
- 8.2 Upon request by the Data Controller, Data Processor shall provide a written notice of the measures taken regarding the personal data set out in clause 8.1.

9. COMPENSATION

- 9.1 In light of the formulation of the Services, the Data Processor shall be entitled to compensation for processing of personal data required by the Data Controller in accordance with what is stated in this clause 9.

9.2 The Data Processor will be entitled to reasonable compensation on a time and materials basis in accordance with the then hourly rates in Data Processor's rate card to the extent the Data Controller i) requires the Data Processor to assist the Data Controller in accordance with clauses 2.4, 3.1 and/or 6.2, ii) requires any audit in accordance with clause 7, and/or iii) requires measures to be made following upon completion of processing in accordance with clause 8. The right to compensation only applies to the extent the measure is not already part of the Services or the Services' functionality.

9.3 In case of changed instructions in accordance with clause 2.1 the Data Processor shall be entitled to compensation for any documented additional costs for the performance of the Services which are due to the change, unless the change is caused by general demands on the Services that cannot be specifically attributed to the Data Controller, e.g. amendments or changes to applicable legislation or industry standards. The Data Processor shall further not be entitled to compensation to the extent the change otherwise corresponds to the obligations that a supplier of similar services as the Services normally can be expected to offer to its customers on reasonable terms and conditions.

10. LIABILITY

10.1 A party shall be fully liable for and indemnify the other party for any claims attributable to any damage caused by and losses incurred as a result of the other party not fulfilling its obligations under this Data Processor Agreement or data protection laws.

10.2 In case of claims from data subjects arising from a breach by the other party of this Data Processor Agreement or breach of data protection laws, the party who has been held liable for (or otherwise incurred liability in relation to) the claim shall be entitled to regressively recover the share of such losses which, according to applicable data protection laws, is attributable to the other party, and a fair share of the litigation costs which that party has incurred in relation to such dispute with the Data Subjects.

10.3 A party who is subject to claims from a Data Subject shall:

- a) without undue delay notify the other party in writing of stated claims, if it is probable that claims against the other party pursuant to this clause 10 may be made,
- b) under negotiation or trial in court and before any settlement or other arrangement with the Data Subject allow the other party
 - (i) to get access to the Data Subject's and the party's pleadings and any other correspondence; and
 - (ii) to comment on these, which are also reasonably taken into account to the extent that the comments may have an impact on the size of the claim for damage.

10.4 A party's liability for other types of damages other than those expressly regulated by this Data Processor Agreement shall, unless otherwise stated in the Agreement, annually be limited to direct damage and an amount corresponding to a maximum of 50 % of the Service Fee actually received by the Data Processor in the twelve (12) month period preceding the relevant breach occurring or liability arising.

10.5 A party's liability to pay for damages under this clause 10 also applies after the Agreement otherwise has been terminated.

APPENDIX 1A – DATA PROCESSING INSTRUCTIONS

Purposes

- a) Provisioning of automated personnel administrative and workforce management services such as scheduling of shifts, time recording, task management and preparation of input for salary calculations etc. relating to employees or contractors.
- b) System development and testing to ensure quality of Services provided in accordance with a) above.

Categories of data

Name, Employee profile image, Login ID, Employee number, Card number (for time punching), Birth date, Sex, Address, Phone number, E-mail address, Employee category, Store/unit/department, Performance ranking, Social security number, Next of kin, Skills and certifications, Schedule details, Task details, Salary details, Absence details, Employment contract details, Employment type, Employment period, Employment percentage and Employee messages.

Categories of Data Subjects

Employees, Contractors and Customers

Processing Operations

Collection, registration, storing, processing and distribution.

Location of Processing Operations

Processing operations are located in the EU with hosting in Frankfurt and Dublin through AWS.

Information Security

Please refer to Quinyx Information Security policy at

https://enjoy.quinyx.com/hubfs/iGoMoon2017/PDFs/Quinyx_Information_Security.pdf?t=1523976583623

APPENDIX 2A – SUB-PROCESSORS

1. Approved Sub-Processors

The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into the Agreement:

a) **Amazon Web Services Sweden AB**

Kungsgatan 49
11122 Stockholm
Sweden
Reg.no. 556833-3503

b) **Zoined OY**

Lintulahdenkatu 10
00500 Helsinki
Finland
Reg.no: 2440998-6

c) **Scrive AB**

Barnhusgatan 20,
11123 Stockholm
Sweden
Reg.no. 556816-6804