

Data Processing Agreement

1. Parties

[CLIENT], corp. ID no. [NUMBER], [ADDRESS] ("Controller"); and

Talentwise AB corp. ID no. 556956-0351, Östra Larmgatan 13, 411 07 Göteborg ("Processor").

2. Definitions

In this Agreement, capitalized terms shall have the meanings set out below or if not defined herein, the meanings set forth in Applicable Legislation.

Applicable Legislation	means (i) until and including 24 May 2018, the PDA, (ii) from and including 25 May 2018, the GDPR and (iii) any applicable supplementary legislation to the PDA or the GDPR.
Data	means the personal data (as defined in Applicable Legislation), specified in <u>Appendix 1</u> hereto.
GDPR	means Regulation (EU) 2016/679 of the European Parliament and the Council as amended, supplemented and/or varied from time to time.
PDA	means the Swedish Data Protection Act (1998:204).
Service Agreement	means as set forth in the background to this Agreement.
Sub-Processor	means as defined in section 8.1.

3. Purpose

The purpose of this agreement is to ensure that the Processor's processing of personal data on behalf of the Controller takes place in accordance with the EU Data Protection Regulation's GDPR's requirements and as agreed in this agreement.

4. Agreement documents

This Agreement consists of this main document and the following appendices:

Appendix 1: Instructions to the Processor

Appendix 2: Approved Sub-Processors

5. Instructions

- 5.1 The Processor shall process the Data in accordance with this Agreement, The Controller's instructions and Applicable Law. The Controller's instructions (as valid from time to time) shall include at least the following information: (i) the purpose of the processing; (ii) the character of the processing; (iii) the duration of the processing, or how the duration will be decided; (iv) categories of personal data included in the Data; and (v) categories of data subjects included in the processing. The applicable instructions are set forth in Appendix 1.
- 5.2 In the event that the Processor considers that any instruction violates Applicable Legislation, the Processor shall refrain from acting on such instructions and shall promptly notify The Controller and await amended instructions.
- 5.3 The Processor may not process the Data for any other purposes or in any other way than as instructed by The Controller in writing from time to time and in accordance with Applicable Legislation. If the Processor processes the Data in violation of The Controller's instructions or Applicable Legislation, the Processor is responsible for such processing and thus responsible as a data controller in accordance with Applicable Legislation.
- 5.4 Any adjustments to The Controller's instructions will (if possible, in each case) be notified to the Data Processor in good time so that necessary changes in procedures can be implemented.

6. Security measures

- 6.1 The Processor shall take agreed security measures to protect personal data.
- 6.2 The Processor certifies that his / her activities in all respects are managed in a manner that ensures compliance with the requirements of the Personal Data Act for adequate security level. The processor undertakes to comply with government decisions regarding security measures for personal data management.
- 6.3 The Processor shall immediately inform the Controller of any discovery or suspicion of unauthorized access to the personal data.
- 6.4 In order to be able to ensure that the Processor takes sufficient security measures, the Controller is entitled to the necessary transparency in the Processor's operations, systems and personal data management. The Processor undertakes, without delay, at the request of the Controller, to provide the Controller with the information that the Data Protection Officer needs to be able to exercise his / her transparency.

7. The Processor's obligation to assist

- 7.1 The Processor shall assist the Controller with the fulfilment of the Controller's obligation to ensure that the data subjects may exercise their rights under Applicable Legislation by ensuring appropriate technical and organizational measures. The data subjects' rights include (i) the right to object to the processing and the right to have the Data erased, (ii) the right to request information about and the right of access to the Data, (iii) if technically viable, the right to move the Data from one controller to another, and (iv) the right to request correction of Data.
- 7.2 The Processor shall further assist The Controller in relation to The Controller's obligations under Articles 32-36 of the GDPR (such obligations include (i) ensuring security of the processing, (ii) impact assessments regarding data protection and (iii) prior consultations).

8. Sub-Processors

- 8.1 The Processor may engage a third party to process the Data or part thereof on its behalf ("**Sub-Processor**"). Sub-Processors are listed in Appendix 2. The Processor shall notify the Controller in

writing if the Processor intends to replace or engage a new Sub-Processor. Such notification shall include at least the following information regarding the proposed Sub-Processor:

- (i) name, contact information, company form and geographical location,
- (ii) a description of the services provided by the Sub-Processor,
- (iii) the location of the Data that the Sub-Processor processes.

8.2 The Processor shall enter into a written agreement with every Sub-Processor, in which each Sub-Processor undertakes obligations reflecting those undertaken by the Processor under this Agreement.

8.3 The Processor is fully liable for a Sub-Processor's processing of the Personal Data.

9. Transfers to third countries

9.1 The Processor may not transfer personal data outside the EU/EEA, or engage a Sub-Processor to process Data outside of the EU/EEA, without The Controller's approval, and upon such approval only if at least one of the following prerequisites is fulfilled:

- (i) the receiving country has an adequate level of protection of Personal Data as decided by the European Commission,
- (ii) The Controller confirms that the data subject has given his/her consent to the transfer,
- (iii) the transfer is subject to the European Commission's standard contractual clauses for transfer of personal data to third countries,
- (iv) the Processor is subject to Binding Corporate Rules and the receiving party in the third country is also subject to the Binding Corporate Rules

9.2 In the event of a transfer of Data outside the EU/EEA initiated by the Processor, the Processor shall demonstrate that a valid legal ground applies to the transfer.

10. Correction and delete of personal data

10.1 The Processor undertakes to rectify inaccurate or incomplete personal information without delay after instructions from the Controller.

10.2 After the Controller has requested in writing the deletion of personal data, the Processor may only process the personal data as part of the deletion process and undertakes to delete the personal data without delay, but no later than one hundred and twenty (120) days.

10.3 Upon termination of the agreement, the Processor shall, at the request of the Controller, return the personal data. At the termination of the agreement, the Processor may only process the personal data as part of the deletion process and undertake to delete the personal data without delay but no later than the termination of the agreement.

11. Liability

Each party is liable in accordance with Applicable Legislation.

12. Confidentiality

12.1 The Processor undertakes not to disclose or provide any Data, or any information related to the Data, to any third party. For the avoidance of doubt, any approved Sub-Processor shall not be considered a third party for the purposes of this Section 12.

12.2 Notwithstanding the above, the Processor may disclose such information if the Processor is obliged hereto by law, judgement by court or by decision by a competent authority. When such obligation

arises, the Processor shall promptly notify The Controller in writing before disclosure, unless restricted from doing so under Applicable Legislation.

12.3 The confidentiality obligation will continue to apply also after the termination of this Agreement without limitation in time.

13. Term and deletion or return of Data

13.1 This Agreement shall, notwithstanding the term of the Service Agreement, enter into effect when the Processor commences to process Data on behalf of The Controller and shall terminate when the Processor has erased the Data in accordance with Section 13.2.

13.2 The Controller shall upon termination of the Services Agreement instruct the Processor in writing whether or not to transfer the Data to The Controller (such transfer to be made in a common machine-readable format). The Processor will erase the Data from its systems no earlier than 30 days and no later than 40 days after the effective date of termination of the Services Agreement.

This Agreement has been prepared in duplicate (2 copies), of which the parties have received one copy each.

[CITY AND DATE]

[CITY AND DATE]

TALENTWISE AB

[THE CONTROLLER COMPANY]

[TITLE]

[TITLE]

Name in block letters

Name in block letters

Appendix 1: Instructions to the Processor

<p>Purpose Specify all purposes for which Personal Data will be processed by the Personal Data Assistant.</p>	<p>The Processor provides a cloud service that the Controller uses to take references in connection with the recruitment of staff</p>
<p>Treatment Activities Specify which treatment activities will be performed by the Processor</p>	<p>The Processor provides the service where data on references is registered by the Controller and the referees fill in information about the candidate. When troubleshooting, it may be necessary for the Processor to look at specific cases in the system.</p>
<p>Categories of Personal Data Specify categories of Personal Information that will be processed by the Processor</p>	<p>The system specifies the candidate's name and e-mail address, as well as the reference name, e-mail address and telephone number. The referee's profile picture from Facebook or LinkedIn is obtained in case the referee chooses one of these methods for verification. The candidate's and the referee personal data, which can be obtained from the collected assessments, may also be present in the system. Reviews in these cases should be related to the person's ability and past performance in working life and not include sensitive personal data. Recruiter's name, phone number, title, profile picture, company, LinkedIn URL and email address.</p>
<p>Categories of Registered Specify all categories of Registered persons whose data will be processed by the Processor</p>	<p>Candidates (Job applicants) Referees (Referees) Recruiter (User of Refapp)</p>
<p>Technical and organizational measures Describe the technical and organizational measures to be taken.</p>	<p>Encryption of references and candidates. All identifying information (first name, last name, email, phone number) is encrypted with 256 bit AES for database storage.</p> <p>Talentwise backups the database every day, which is then saved up to 30 days before being deleted. In case of physical or technical incident, personal data can be restored within a few days.</p> <p>It may be appropriate for Talentwise to make a copy of the data controller's stored data for database migrations to avoid loss of data in the production environment. Production data is always encrypted according to the above-mentioned paragraph on encryption. The production copy will be saved by Talentwise for up to 30 days for completion of database migrations and will then be deleted by Talentwise.</p> <p>Talentwise has implemented measures that are industry standards in order to continuously ensure the confidentiality, accessibility and resilience of the treatment systems.</p> <ul style="list-style-type: none"> - Staff in service 365/24/7 - Redundant infrastructure (redundancy for networks, power supply and cooling) <p>Information security training staff to enable a regular testing process and evaluate the effectiveness of data processing security.</p>
<p>Data erasure Specify Data erasures time for when Personal Data processed by the Processor should be erased.</p>	<p>The Processor performs data erasure 24 months after the reference checking</p>
<p>Practical handling Specify how computing should be done.</p>	<p>Documentation of the data processing.</p> <p>At the Controller's request, the Processor enters the system to investigate the causes of problems. In this case, the Processor may have to read and analyze the data, but otherwise shall not handle or change data.</p>

Appendix 2: Approved Sub-Processors

In this Appendix 2 to the Data Processing Agreement, the sub-processors who are employed for processing personal data are stated under the applicable Service Agreement (the list must be updated each time a new sub-processor is hired or replaced). If sub-processor are not employed, N/A shall be entered under the heading "Sub-Processor name".

Sub processor	Purpose	Personal data	Data storage location	Contact
46Elks	Service for sending SMS	- Candidate's name - Referee's name and mobile number - Recruiter's name, Company name and mobile number	EU/EEA (Stockholm)	https://46elks.com/gdpr
GNS Sweden AB	Service for sending email and support	- Candidate's name - Referee's name and email - Recruiter's name, mobile number, Title, Profile picture, Company name, LinkedIn-URL and email	EU/EEA (Stockholm)	https://www.gns.se/support/general-data-protection-regulation-gdpr/
CityNetwork AB	Server capacity, cloud services and IT infrastructure.	- Candidate's name, email and mobile number - Referee's name, mobile number, email, IP-address and Candidate rating - Recruiter's name, mobile number, Title, Profile picture, Company name, LinkedIn-URL and email	EU/EEA (Stockholm/Karlskrona)	https://citycloud.com/iso-certifications/
CityNetwork AB	Data storage	- Candidate's name, email and mobile number - Referee's name, mobile number, email, IP-address and Candidate rating - Recruiter's name, mobile number, Title, Profile picture, Company name, LinkedIn-URL and email (ENCRYPTED)	EU/EEA (Stockholm/Karlskrona)	https://aws.amazon.com/compliance/gdpr-center