



## AUSTRALIA DATA EXHIBIT

This Australia Data Exhibit (“**Exhibit**”) amends the Data Processing Agreement (“**DPA**”) which forms part of the agreement regarding Quinyx’s provision of its standard services (the “**Agreement**”) between Quinyx AB (“**Quinyx**”) and the customer entity identified in the Ordering Document referencing the Quinyx General Terms and Conditions (“**Customer**”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them elsewhere in the Agreement including the DPA.

1. *Definitions.* In this Australia Data Exhibit:

“**Australia Personal Data**” means information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not,

regulated by the Privacy Act (or such other definition given to the term ‘personal information’ in the Privacy Act from time to time).

2. *Amendments to the DPA.* The following amendments apply to the DPA for the processing of Australia Personal Data:

- i. In relation to the terms in the DPA, for the purposes of this Australia Data Exhibit:

“controller” shall have the meaning given to that term in the GDPR;

“data protection laws” shall include the Privacy Act;

“data subject” shall include an ‘individual’ under the Privacy Act;

“personal data” shall include Australia Personal Data; and

“processor” shall have the meaning given to that term in the GDPR.

- ii. Clause 3 of the DPA shall only apply to the extent permitted by the Privacy Act.

- iii. Clause 4.2(b) of the DPA shall read:

“Where Data Processor authorises any sub processor as described in clause 4.1, Data Processor shall enter into a written contract with the sub-processor that requires it to comply with data processing obligations that are equivalent to those contained in this Data Processing Agreement (as amended by the Data Processing Addendum), and, upon Data Controller’s written request, provide Data Controller with copies of the material provisions of such contracts”

- iv. Clause 4.5 shall not apply to Australia Personal Data.