

## DATA PROCESSING AGREEMENT

### 1. INTRODUCTION

1.1. This data processing agreement (the "DPA") sets forth Customer's rights and obligations as controller ("Data Controller") and Quinyx' rights and obligations as 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 DPA shall have the meaning given to them in the Agreement.

1.2. Nothing in this DPA shall change either party's exclusions or limitations of liability under the Agreement, unless this DPA expressly deviates from the Agreement.

1.3. In this DPA, the terms:

- a) "controller", "data subject", "processing", "processor" and "personal data" bear the respective meanings given to them in the applicable data protection laws. A reference to "Personal Data" shall for the purposes of this DPA be deemed to be a reference to personal data provided by the Data Controller or its Users pursuant to the Agreement;
- b) "data protection laws" means all laws and regulations that apply to the processing of Personal Data in the context of the DPA, including, without limitation, the General Data Protection Regulation ("GDPR") and the German Federal Data Protection Act (BSDG), where relevant; and
- c) "EEA" means the European Economic Area.

### 2. PROCESSING OF PERSONAL DATA

2.1. Data Processor will only process Personal Data in accordance with documented instructions from Data Controller unless required to act otherwise according to applicable data protection laws; in such event, Data Processor shall endeavour to notify Data Controller of that legal requirement before processing, unless that law prohibits such notification. Data Controller's initial instructions to 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 DPA and in Appendix 1A. Any changes to Data Controller's instructions shall be negotiated separately and, to be valid, documented in writing and duly signed by both parties.

2.2. Data Controller warrants to 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 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 Data Processor will be accurate and up to date and that Data Controller shall have responsibility for the legality, reliability, integrity, accuracy and quality of that data; and
- c) it shall comply with all data protection laws (including, without limitation, complying with all necessary

transparency requirements and ensuring that the instructions it provides to Data Processor in relation to the processing and collecting of such Personal Data also complies with all data protection laws).

2.3. Data Controller confirms that, except for any written instruction provided in specific cases according to clause 2.1, the obligations of Data Processor set out in this DPA, including Appendices 1A and 1B, constitutes the full and complete instructions to be carried out by Data Processor.

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

### 3. EXERCISE OF ACCESS RIGHTS

3.1. If data subjects, competent authorities or any other third parties request information or seek to exercise any rights under data protection law from Data Processor regarding the processing of Personal Data ("Requests"), Data Processor shall refer such Request to the Data Controller unless Data Processor is prevented by law from doing so. Subject to clause 3.2, Data Processor may not, in any way, respond to such a Request in such a way as to act on behalf of or as a representative of Data Controller and may not, without prior instructions from 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 in connection with a Request except in accordance with this DPA. Data Controller shall be solely responsible for responding substantively to any such Requests.

3.2. In the event that the Data Processor cannot determine the applicable data controller from the Request, the Data Processor may contact the data subject for further information. In the event Data Processor, according to applicable laws and regulations, is required to disclose Personal Data that Data Processor processes on behalf of Data Controller, Data Processor shall be obliged to inform Data Controller thereof immediately and request confidentiality in conjunction with the disclosure of requested information, unless Data Processor is prevented by law from doing so.

### 4. SUB-PROCESSORS AND THIRD COUNTRY TRANSFERS

4.1. Subject to clause 4.2, Data Processor may engage additional or replacement sub-processors to process the Personal Data on behalf of Data Controller without obtaining any further written, specific authorisation from Data Controller.

4.2. Data Processor will inform Data Controller in an appropriate manner (typically via publication in a release note) at least 30 days prior to engaging any new sub-processor to carry out processing activities under this DPA (an "Initial Notice"), and shall on Data Processor's request provide Data Controller with any information reasonably requested by Data Controller to enable Data Controller to assess the proposed sub-processor. Data Controller may object to such engagement to the extent it (acting reasonably) can

demonstrate to Data Processor that compliance with this DPA and the data protection laws will not be maintained through the proposed sub-processor. In such an event, and where the parties cannot find a mutually acceptable solution, Data Controller shall be entitled to suspend or terminate the Agreement for convenience with immediate effect on written notice and without liability provided such notice is given within 30 days of the Initial Notice. If Data Controller has not objected to the new sub-processor within 30 days from the Initial Notice, the new sub-processor shall be considered approved.

4.3. Where Data Processor authorises any sub-processor as described in clauses 4.1 and 4.2, Data Processor shall:

- a) restrict the sub-processor's access to Data Controller's 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 Personal Data for any other purpose;
- b) 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 DPA, and, upon Data Controller's written request, provide Data Controller with copies of the material provisions of such contracts; and
- c) be accountable to Data Controller for the acts or omissions of any sub-processor as if such acts or omissions were acts or omissions of Data Processor.

4.4. Appendix 1B contains a list of pre-approved sub-processors as of the date of entry into force of the DPA. All Affiliates of Data Processor from time to time shall be deemed to be included in that list of pre-approved sub-processors and, as a result, Data Controller hereby authorises the Data Processor to engage such Affiliates of Data Processor to carry out any such sub-processing activities as Data Processor considers reasonably necessary in order to provide the Service to Data Controller provided that Data Processor ensures that any transfers of Personal Data to such Affiliates of Data Processor are made in accordance with all applicable data protection laws. The parties agree that Appendix 1B may be updated by Data Processor from time to time, in accordance with clauses 4.1 and 4.2.

4.5. Notwithstanding clause 4.3 b) and clause 7.1, Data Controller recognises and accepts that Data Processor, in accordance with what is stated in Appendix 1B, is engaging Amazon Web Services ("Amazon") as an Approved Sub-Processor, and that Data Processor has entered into a data processing agreement with Amazon based on Amazon's standards for data processing agreements. 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 data processing agreement and terms of service that has been entered into between Amazon and Data Processor.

4.6. Data Processor (or any relevant sub-processor) shall not transfer any Personal Data outside of the EEA unless:

- a) the Personal Data is processed in a territory which the European Commission has determined as having adequate protection for the data protection and privacy rights of individuals; or
- b) there is a cross-border transfer mechanism in place provided by applicable data protection laws. Such transfer mechanism can consist of, e.g., the standard contractual clauses, binding corporate rules or

approved codes of conduct or certification methods for the transfer of Personal Data to third countries pursuant to GDPR.

## **5. INFORMATION SECURITY AND CONFIDENTIALITY**

- 5.1. Data Processor shall fulfil any legal obligations imposed on it regarding information security under applicable data protection laws including taking appropriate technical and organisational measures to protect the Personal Data which is processed.
- 5.2. Data Processor agrees to maintain a level of security for the Services that is in accordance with (i) industry practice, (ii) applicable data protection laws (including putting in place reasonable administrative, physical, technical, organisational and other security measures to protect against unauthorised access to, or loss, destruction, unavailability or alteration of any Customer Personal Data processed or stored), and (iii) the latest version of Data Processor's "Standard Policies and Procedures - Information Security Overview" available at [www.quinyx.com/privacy](http://www.quinyx.com/privacy). Data Processor may update the Information Security Overview from time to time, provided however, that any changes will not degrade the overall level of security.
- 5.3. Data Processor undertakes not to, without Data Controller's prior written consent, disclose or otherwise make Personal Data processed under this DPA available to any third party, except for sub-processors engaged in accordance with this DPA, unless Data Processor is compelled by law so to disclose or otherwise make it available.
- 5.4. Data Processor shall ensure that only such staff and other Data Processor representatives that require access to Personal Data in order to fulfil the Data Processor's obligations have access to such information. Data Processor shall ensure that such staff and other Data Processor representatives are bound by a statutory or contractual confidentiality obligation concerning this information.

## **6. PERSONAL DATA BREACH NOTIFICATIONS**

- 6.1. Data Processor shall inform the Data Controller without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data ("Personal Data Breach").
- 6.2. Data Processor shall assist Data Controller providing Data Controller with any information reasonably required to fulfil its Personal Data Breach notification requirements.

## **7. AUDIT RIGHTS**

- 7.1. Subject to clause 7.2, Data Controller shall be entitled to take measures necessary to verify that Data Processor is able to comply with its obligations under this DPA, 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 DPA 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. Data Processor shall inform 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 or an obligation of confidence owed to a third party.

## **8. MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA**

- 8.1. Upon expiry or termination of this DPA, Data Processor will, if not instructed otherwise in writing by the Data Controller, subject to remaining bound by the terms of this DPA for such limited purpose only, erase any Personal Data processed under this DPA within 90 days after the expiry date.
- 8.2. Upon request by Data Controller, Data Processor shall provide a written notice of the measures taken regarding the Personal Data set out in clause 8.1.

## **9. CHARGES**

- 9.1. As a general principle, Data Processor may not charge for any assistance provided to Data Controller pursuant to clauses 2.4, 3.1 and/or 6.2 of this DPA or in connection with any audit in accordance with clause 7, and/or to the extent Data Controller requires measures to be made following upon completion of processing in accordance with clause 8 of this DPA (jointly "Assistance"). Data Processor however reserves the right to charge reasonable costs on a time and materials basis for Assistance to the extent Data Controller's request goes above and beyond what is reasonable to expect from a data processor under the data protection laws (typically requests that would require extensive resources from Data Processor and/or repeated requests not part of the standard Service). Data Processor shall in such event inform Data Controller in writing of its intention to charge incl. the estimated costs, enabling the Data Controller to assess the costs involved.
- 9.2. Subject to (i) Data Processor providing Data Controller with

prior notice, (ii) the measure not already being part of the Services or the Services' functionality, and (iii) the measure not being part of obligations reasonably expected of a Data Processor under the data protection laws, Data Processor will in certain cases be entitled to charge reasonable costs on a time and materials basis in accordance with the then current standard hourly rates charged by Data Processor.. The foregoing right applies if Data Controller i) requires Data Processor to assist 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.

- 9.3. In case of changed instructions in accordance with clause 2.1 Data Processor shall be entitled to charge 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 Data Controller, e.g., amendments or changes to applicable legislation or industry standards. Data Processor shall further not be entitled to charge costs 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 who is subject to a claim from a data subject arising out of or in connection with this DPA shall without undue delay notify the other party in writing of stated claims if such claim relates to the acts or omissions of the other party.
- 10.2. A party's liability under or in connection with this DPA shall, unless otherwise expressly stated in the Agreement, be limited in accordance with the Liability and Limitation clause set forth in the Agreement.

## **APPENDIX 1A – DATA PROCESSING INSTRUCTIONS**

### **Purposes**

- a) Provisioning of (i) automated personnel administrative 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, (ii) automated personnel administrative, operational and communication management services such as task management, store operations, company communications and directives, approval processes, compliance reporting etc. relating to stores and employees or contractors, and/or (iii) AI optimisation solutions to improve strategic planning, demand forecasting, and labour optimisation.
- b) Professional services and administrative activities in connection with a) above.
- c) 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 Employee messages, and any other categories of data submitted by Data Controller to Data Processor from time to time for purposes of the Services.

### **Categories of Data Subjects**

Employees, Former employees, Emergency contact(s), Contractors and Customers

### **Processing Operations**

Collection, registration, storing, processing, deletion, anonymisation and distribution.

### **Location of Processing Operations**

Processing operations are primarily located in the EU with hosting in Frankfurt and Dublin through AWS. For customers based in North America, processing operations are primarily located in the US, with hosting in North Virginia and Oregon through AWS.

### **Information Security**

In accordance with the latest version of Data Processor's Information Security Overview-document, available from time to time at [quinyx.com/privacy](https://quinyx.com/privacy).

## **APPENDIX 1B – SUB-PROCESSORS**

### **Approved Sub-Processors**

The following Sub-Processor shall, together with any Sub-Processors rightfully engaged by Data Processor under any previous data processing agreements between the parties, be considered approved by Data Controller at the time of entering into this DPA:

a) **Amazon Web Services EMEA SARL**  
38 Avenue John F. Kennedy  
L-1855  
Luxembourg

b) **Attensi AS**  
Forskningsparken  
Gaustadalléen 21  
0349 Oslo  
Norway