

## DATA PROCESSING AGREEMENT

### 1. INTRODUCTION

- 1.1. This data processing agreement (the "Data Processing Agreement") 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. To the extent Quinyx acts as a controller, it shall not be a joint controller. All capitalised but undefined terms in this Data Processing Agreement shall have the meaning given to them in the Agreement.
- 1.2. Nothing in this Data Processing Agreement shall change either party's exclusions or limitations of liability under the Agreement, unless this Data Processing Agreement expressly deviates from the Agreement.
- 1.3. In this Data Processing Agreement, 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 Data Processing Agreement 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 Data Processing Agreement, including, without limitation, the General Data Protection Regulation ("GDPR") and UK GDPR, 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 Data Processing Agreement 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 Data Processing Agreement, 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 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 Data Processing Agreement. 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 and clause 4.3, Data Processor may engage additional or replacement sub-processors to process the Personal Data on behalf of Data Processor

without obtaining any further written, specific authorisation from Data Controller. Prior to Data Processor engaging any new sub-processor to carry out processing activities of the Personal Data on behalf of Data Controller, Data Processor will inform Data Controller of such change ("Initial Notice"). If, within 30 days of such Initial Notice, Data Controller initially objects to an additional or replacement sub-processor ("Initial Objection"):

- a) Data Processor shall provide Data Controller with any additional information reasonably requested by Data Controller to enable Data Controller to assess whether the use of the proposed sub-processor will ensure Data Controller's compliance with this Data Processing Agreement and the data protection laws; and
- b) subsequently, if Data Controller (acting reasonably) can demonstrate to Data Processor that such compliance will not be maintained through the proposed sub-processor, Data Controller shall be entitled to suspend or terminate the Agreement on 28 days' written notice and without liability provided such notice is given within 14 days of the Initial Objection. For clarity, this shall represent Data Controller's sole and exclusive remedy in connection with the change to Data Processor's sub-processing arrangements and Data Controller shall not be entitled to any other refund in respect of other amounts paid pursuant to the Agreement.

4.2. Where Data Processor authorises any sub-processor as described in clause 4.1, 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 Data Processing Agreement, 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.

4.3. Appendix 1B contains a list of pre-approved sub-processors as of the date of entry into force of the Data Processing Agreement. 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 clause 4.1.

4.4. Notwithstanding clause 4.2 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.

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

- a) the Personal Data is processed in a territory which the European Commission or the UK's Information Commissioner's Office (as appropriate), 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 organizational 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 unauthorized 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 materially degrade the information security policies and procedures in place.

5.3. Data Processor undertakes not to, without Data Controller's prior written consent, disclose or otherwise make Personal Data processed under this Data Processing Agreement available to any third party, except for sub-processors engaged in accordance with this Data Processing Agreement, 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 Data Processing 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. 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 Data Processing Agreement, Data Processor will, if not instructed otherwise in writing by the Data Controller, subject to remaining bound by the terms of this Data Processing Agreement for such limited purpose only, erase any Personal Data processed under this Data Processing Agreement 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. Data Processor shall be entitled to charge for certain aspects of its processing of Personal Data required by Data Controller in accordance with what is stated in this clause 9.
- 9.2. Subject to Data Processor providing Data Controller with prior notice, Data Processor will 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 to the extent 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. The right to charge costs only applies to the extent the measure (i) is not already part of the Services or the Services' functionality, or (ii) is not part of obligations reasonably expected of a Data Processor under the data protection laws.
- 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 Data Processing Agreement 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 Data Processing Agreement 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 optimization solutions to improve strategic planning, demand forecasting, and labour optimisation.
- b) Professional services 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, Contractors and Customers

### Processing Operations

Collection, registration, storing, processing 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-Processors 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 Data Processing Agreement:

**a) Amazon Web Services EMEA SARL**

38 Avenue John F. Kennedy  
L-1855  
Luxembourg

**b) Intercom R&D Unlimited Company**

2nd floor, Stephan Court,  
18-21 St. Stephen's Green  
Dublin 2,  
Rep. of Ireland