

AGREEMENT ON THE PROCESSING OF PERSONAL DATA TALENOM 2023

1. In the beginning

- 1.1. Talenom and the customer have entered into an assignment agreement whereby the customer acquires the services described in the assignment agreement from Talenom. Talenom processes personal data in connection with the services, and this agreement on the processing of personal data sets out the terms according to which Talenom processes the customer's personal data. The processing operations are described in more detail in the up-to-date Description of processing operations documentation available on Talenom's website.
- 1.2. "Personal data" means any information relating to an identified or identifiable natural person (hereinafter referred to as "data subject") which directly or indirectly identifies that person. Personal data is defined at the level of the law in Article 4 of the General Data Protection Regulation.
- 1.3. "Processing of personal data" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, search, query, use, disclosure by transferring, disseminating or otherwise making available, coordination or combination; restriction, deletion or destruction.
- 1.4. When processing personal data, the customer is the data controller who determines the purposes and means of the processing of personal data, and Talenom is the processor who processes personal data on behalf of the controller.

2. General rights and obligations

- 2.1. Customer's general rights and obligations as controller
 - 2.1.1. The customer is responsible for collecting personal data.
 - 2.1.2. The customer processes personal data lawfully, carefully and in accordance with good data processing practices and otherwise acts in such a way that the protection of the privacy of data subjects and other fundamental rights safeguarding privacy are not restricted without legal grounds.
 - 2.1.3. The customer defines the purposes and means of processing personal data and provides Talenom with written instructions on the processing of personal data. The purpose of processing personal data must indicate the types of tasks (e.g. payroll) in which personal data is processed.
 - 2.1.4. The customer is responsible for ensuring that data subjects are provided with all notifications and information concerning the processing of personal data required by law.
 - 2.1.5. The customer is responsible for the realisation of the rights of data subjects.
 - 2.1.6. The Customer ensures that the transfer of personal data to Talenom and the processing of personal data in accordance with this agreement is lawful throughout the validity of the agreement.
 - 2.1.7. The Customer declares that if it represents its group companies or third parties in this agreement, it has the right to be bound by this agreement and to grant

Talenom the right to process personal data in accordance with this agreement and the assignment agreement.

- 2.1.8. The Customer confirms and is responsible for ensuring that the processing of personal data in accordance with this agreement complies with the requirements set by law, including data security requirements.
- 2.1.9. The Customer confirms that it has provided Talenom with all necessary information to enable Talenom to fulfil its obligations under this Agreement and the assignment agreement in accordance with the requirements of data protection legislation.
- 2.1.10. The Customer or an external auditor authorised by the Customer may audit the operations of Talenom or its subcontractors under this Agreement.
- 2.1.11. The customer is responsible for ensuring that corrections, deletions and changes to personal data are delivered to Talenom without delay.
- 2.1.12. The customer reserves all ownership, intellectual property rights and other rights to personal data.
- 2.1.13. If the parties have agreed that Talenom will assist the customer in drawing up the customer's legal records, the customer must provide Talenom with the information it needs for this purpose. Talenom only delivers the records to the customer.

3. General rights and obligations of Talenom as a processor

- 3.1. Talenom processes personal data only for the purposes specified in the assignment agreement and this agreement, only to the extent necessary for the service provided on behalf of the client, and only for the duration of this agreement, unless otherwise required by mandatory legislation. Talenom does not have the right to use the personal data received in the commission relationship in its own operations, to disclose it, to process it, or to combine the data with other material in its possession except to the extent referred to in the assignment agreement and when performing its duties in accordance with it.
- 3.2. Talenom processes personal data lawfully, carefully and in accordance with good data processing practices and otherwise acts in such a way that the protection of the privacy of data subjects and other fundamental rights safeguarding privacy are not restricted without legal grounds.
- 3.3. Talenom processes and ensures that a person acting under its authority who has access to personal data processes personal data only in accordance with documented, lawful and reasonable instructions given by the customer, unless otherwise required by applicable law. In such a case, Talenom will immediately inform the customer of this legal requirement, provided that such notification is not prohibited by applicable law.
- 3.4. Talenom ensures that personal data is processed only by those persons whose duties require it and that such persons have undertaken to comply with the obligation of

confidentiality or are bound by an appropriate statutory obligation of secrecy.

- 3.5. Talenom implements all security measures required by law from processors as further agreed in this agreement.
- 3.6. Talenom assists, where possible and taking into account the nature of the processing, the customer with appropriate technical and organisational measures to fulfil the customer's obligation to respond to requests to exercise the rights of data subjects.
- 3.7. Taking into account the nature of the processing and the information available to Talenom, Talenom assists the customer in ensuring that the customer's legal obligations, such as security measures, impact assessment and prior consultation, are complied with. Talenom is obliged to assist the customer only to the extent required by applicable legislation for Talenom as a processor.
- 3.8. Talenom takes into account corrections, deletions and changes in data provided by the customer without undue delay in the processing of personal data.
- 3.9. During or after the termination of this agreement, Talenom will either destroy or return to the customer all personal data in accordance with the customer's choice and instructions and delete existing copies, unless otherwise required by mandatory legislation. Destruction and return practices may be agreed separately between the parties.
- 3.10. Talenom maintains the necessary records/records of processing activities and makes available to the customer all information that demonstrates that Talenom complies with its obligations under this Agreement and applicable legislation.
- 3.11. Talenom permits and participates in audits carried out by the customer or an auditor authorised by the customer as further agreed in this agreement.
- 3.12. Talenom will inform the customer if Talenom considers that the instructions provided by the Customer violate applicable law.
- 3.13. Talenom will notify the customer if Talenom considers that there are shortcomings in the customer's operating methods and, if necessary, assist the customer in correcting the practices.
- 3.14. Talenom has the right to invoice separately for the assistance, correction and response measures described above, audit support and actions and costs arising from changes in the customer's instructions.

4. Security

- 4.1. Talenom implements and maintains appropriate technical and organisational measures to ensure an adequate level of security for the processing of personal data and to protect personal data against unauthorised and unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, taking into account, in particular, the latest technology, implementation costs, the nature of processing, the scope, context, and purposes, as well as the varying likelihood and severity risks to individuals rights and freedoms
- 4.2. The data security principles implemented by Talenom in connection with this agreement are described in more detail in the up-to-date Record of processing activities documentation available on Talenom's website.
- 4.3. The Customer is obliged to ensure that Talenom is informed of all matters related to the personal data provided by the Customer (such as risk assessments and

the processing of special categories of personal data) that affect the technical and organisational measures pursuant to this Agreement.

- 4.4. Information security arrangements are regularly assessed, reviewed and updated.

5. Subcontractors

- 5.1. Talenom may use subcontractors in the processing of personal data on the basis of this agreement. "Subcontractor" means a processor who processes personal data in accordance with this Agreement, in whole or in part, on behalf of and on the instructions the processor. The subcontractors used for processing at the beginning of the contract will be notified at the customer's request. Talenom informs the customer of pre-planned significant changes to add or replace subcontractors. If the customer does not accept the planned change, the customer and Talenom have the right, for thirty (30) days from the notification of the change, to terminate the commission agreement at the end of the thirty (30) day period in question for the service whose provision is affected by the subcontractor's change and in which personal data is processed. If a change of subcontractor that the customer does not approve and over which Talenom has no control prevents or significantly complicates service production, Talenom has no obligation to provide such a service.
- 5.2. Talenom enters into a written processing agreement with the subcontractor and expects all subcontractors to comply with the data protection obligations set forth in this agreement or obligations guaranteeing an equivalent level of data protection. The subcontractor processes personal data only in accordance with a written agreement. Talenom is responsible for the actions of its subcontractors as if it were its own.

6. Transfer of personal data

- 6.1. Talenom may transfer personal data outside the European Union, the European Economic Area or other countries that have been recognised by the European Commission as ensuring an adequate level of data protection only with the prior written consent of the customer. If data is transferred outside the aforementioned territories, Talenom will enter into an agreement on the transfer of personal data with the necessary parties in accordance with the requirements of applicable law. The agreement on the transfer of personal data is drawn up in accordance with standard contractual clauses approved by the European Commission. As an alternative to the use of standard contractual clauses, the transfer may take place using/utilising other legal basis for processing approved by applicable legislation.
- 6.2. In the event of a conflict between the Standard Contractual Clauses or any other legal basis for transfer and this Agreement, the Standard Contractual Clauses and Alternative Transfer Bases shall always take precedence over the assignment agreement and this Agreement in the order of application.

7. Notification of personal data breaches

- 7.1. "Personal data breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration,

unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

- 7.2. Talenom shall notify the customer of the personal data breach without undue delay after Talenom or its subcontractor has become aware of the breach. Unless otherwise agreed by the parties, the notification must be made to the contact person provided by the customer.
- 7.3. Talenom shall, without undue delay, provide the Customer with information on the circumstances leading to the personal data breach and other related matters available to Talenom in accordance with the Customer's reasonable requests.
- 7.4. To the extent that such information is available to Talenom, the notification to the customer shall describe at least:
 - 7.4.1. a description of the personal data breach, including, where possible, the categories and estimated numbers of data subjects concerned and the categories and estimated numbers of types of personal data;
 - 7.4.2. the name and contact details of the person responsible for the data protection matters of the processor;
 - 7.4.3. a description of the likely consequences of the personal data breach; both
 - 7.4.4. a description of the measures that Talenom proposes to take and/or has taken in response to the personal data breach, including, where appropriate, measures to mitigate any adverse effects.
- 7.5. If and to the extent that it is not possible to provide the information listed above at the same time, the information may be provided in phases without undue delay.

8. Audit

- 8.1. The Customer has the right to audit the processor's data processing activities under this agreement. The customer is obligated to use, in the audit, only external auditors who are not competitors of Talenom. The parties shall agree on the timing and other details of the audit well in advance of its conduct. The audit shall be carried out in a manner that does not interfere with Talenom's commitments towards third parties. All customer representatives and external auditors participating in the audit must sign a standard confidentiality agreement in favour of Talenom.
- 8.2. The customer is responsible for all costs arising from the audit. Talenom also has the right to charge for assistance in audits and other additional work resulting from the audit.

9. Secrecy

- 9.1. Talenom undertakes
 - 9.1.1. keep confidential any personal data received from the customer,
 - 9.1.2. ensure that persons authorised to process personal data have undertaken to observe professional secrecy, and
 - 9.1.3. ensure that personal data is not transferred/disclosed to third parties without the prior written consent of the customer, unless the processor is obliged to disclose the data on the basis of mandatory legislation or an order by an authority.
- 9.2. If a data subject or an authority makes a request for personal data, Talenom shall, as soon as reasonably possible, notify the customer of such request before

responding to the request or taking any other action concerning personal data. If the competent authority requires an immediate response, Talenom will inform the customer of the request as soon as possible after the response to the request, unless otherwise required by mandatory law.

10. Limitation of liability

- 10.1. The limitations of liability under the assignment agreement shall also apply to this agreement. If limitations of liability have not been agreed in the assignment agreement, the following shall apply:
- 10.2. Talenom shall only be liable for direct damage caused by its negligence.
- 10.3. Talenom is not liable for indirect damages, such as loss of revenue, turnover or market, interruption of production or service, lost profits or other comparable damage.
- 10.4. If a third party makes a claim for compensation to a party on the basis of personal data processing, the other party must be informed of this without delay. If Talenom has to pay damages to a third party, the customer must compensate Talenom for the loss caused by this, insofar as it is not due to Talenom's error or neglect in complying with the terms of the contract.
- 10.5. However, the maximum amount of Talenom's liability is always no more than EUR 10,000 in a single loss event and EUR 20,000 in total for damage events occurring during the same financial year, unless another maximum amount has been expressly agreed in the contract. Damage is considered to be a single loss event even if it has been affected by the recurrence of the same error and even if it affects several financial years. Damage shall be deemed to have occurred in its entirety during the financial year in which it materially arose, even if any part of the damage arises in another financial year. Breach of contract, error or neglect will not cause Talenom any other penalty than stated above.
- 10.6. Claims to Talenom must be made in writing without delay. If an error or deficiency is detected or can be detected immediately, the complaint must be made immediately and no later than within fourteen (14) days. If a specified claim has not been made to Talenom within six (6) months of ascertaining the damage, no compensation will be paid. Compensation will also not be paid if the claim is made more than three (3) years after the processing event in question.
- 10.7. For the avoidance of doubt, the limitations of liability agreed in this section do not apply to a situation where a party has to pay 1) administrative sanctions imposed by a supervisory authority or a court or 2) compensation to the data subject on the basis of its own breach.

11. Validity

- 11.1. The validity of this Agreement shall be subject to the validity of the Assignment Agreement and shall automatically terminate upon termination of the Assignment Agreement for any reason.
- 11.2. If the customer breaches this agreement, Talenom has the right to terminate the assignment agreement and this agreement if the customer has not rectified its conduct within seven (7) days of the request sent by Talenom and taken all measures to avoid, correct and compensate for the consequences of the violation.

11.3. Obligations intended, due to their nature, to remain in effect regardless of the termination of this Agreement shall remain in force regardless of the termination of this Agreement.