

Data Processing Agreement CPA+

Effective Upon Acceptance | Applicable to CPA+ Orders

This Data Processing Agreement, and respective Exhibits, ("Agreement") forms the contractual arrangement between the customer and VONQ (together, the "Parties") for the Processing of Personal Data following the purchase and use of CPA+ available via the Job Marketing Platform ("JMP").

By submitting an order for CPA+, the Customer agrees to the terms of this Agreement, which governs the processing of personal data. Alternatively, Customer may reach out to dpo@vonq.com and celebrate a signed version of this Agreement.

VONQ and Customer, hereinafter being collectively referred to as "Parties" and individually also as "Party";

WHEREAS:

- a) VONQ is the expert in smart recruitment marketing. With the use of rich recruitment data, innovative tools and recruitment marketing knowledge, VONQ helps companies to recruit more effectively and efficiently;
- b) Customer is an entity that has an interest in utilizing the technologies developed by VONQ;
- c) Customer will assign to VONQ the Processing of Personal Data for Services provided (hereinafter the "Assignment"). The Assignment defines the object / scope of the data processing to be provided by VONQ and the Customer, and is stipulated in the DPA together with any relevant Exhibits and Annexes;
- d) Customer will, by executing the Assignment, provide, directly or indirectly, data to VONQ that might be privacy-sensitive and be qualified as Personal Data as referred to in the Data Protection Laws and Regulations;

Parties therefore wish to reflect the Parties' agreement regarding the Processing of Personal Data in compliance with the relevant Data Protection Laws and Regulations;

HAVE AGREED AS FOLLOWS:

1. Interpretation

1.1. Unless otherwise defined, capitalized terms, singular or plural, used in this DPA shall have the meaning as set out below:

1.1.1. Agreement: The Master Services Agreement including any addendums and the attached annexes.

1.1.2. Candidate: Individual applying for a job at the company of Customer or Customers Affiliates.

1.1.3. Candidate Data: Personal Data provided by Candidate on VONQ Candidate Portal in connection with Processing Activity CPA+.

1.1.4. Customer Affiliate: Affiliate of the Customer, companies that are customers of Customer.

1.1.5. Customer Personal Data: Personal Data provided by the Controller and processed by the VONQ on behalf of the Customer or Customers Affiliates in connection with the Service(s).

1.1.6. Data Processor Clauses: Standard contractual clauses, as annexed to the European Commission's Decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council.

1.1.7. Data Protection Laws and Regulations: All laws and regulations, including laws and regulations of the European Union and their member states, applicable to the Processing of Personal Data, such as but not limited to the GDPR and the laws and regulations implementing the latter within the member states of the European Union.

1.1.8. European Union: The member states of the European Union and, if and when the GDPR is incorporated within the EEA Agreement, the member states of the European Free Trade Association.

1.1.9. GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC or, where applicable, the UK Data Protection Act 2018 (hereinafter "UK GDPR") as it forms part of the law of United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

1.1.10. Job Marketing Platform: Recruitment Marketing Platform, located at <https://platform.vonq.com>, which offers Customers the possibility to request services from VONQ such as, but not limited to, the services of Recruitment Marketing Campaigns by VONQ, and enter into Agreements with VONQ (hereinafter "JMP").

1.1.11. Processing Activity CPA+: VONQ Candidate Pre-processed Applications as delivered to customer upon purchase of CPA+, as defined in **Annex II of Exhibit C**.

1.1.12. Processing Activity Job Posting: Publishing of Job Postings or Publications on any Third-Party Platform integrated into or by VONQ Services and Software, as described in **Annex I of Exhibit C**.

1.1.13. Recruitment Marketing Campaign: One or various Job Postings or Publications on Third-Party Platforms.

1.1.14. Service(s): Any service provided by VONQ, including but not limited to Job Marketing including add-ons (hereinafter "JM").

1.1.15. SCC: Standard Contractual Clauses and Data Processor Clauses.

1.1.16. Standard Contractual Clauses: Standard contractual clauses, Sections I, II, III and IV insofar as they relate to Module Four, as annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

1.1.17. Sub-Processor: The entity that supports VONQ in the Processing of Personal Data on behalf of Customer or Customers Affiliates.

1.1.18. Third-Party Platform: Platforms such as but not limited to job portals, job boards, channels and/or media providers on which the Recruitment Marketing Campaigns and/or Job Postings and Publications are placed by VONQ on behalf of the Customer or Customers Affiliates.

1.1.19. Vacancy Data: Any information voluntarily provided by the Customer or Customers Affiliates to post or update a Job Posting, Job Publication and/or Recruitment Marketing Campaign on a Third-Party Platform.

- 1.2. “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing” and “Processor” all have the meanings given to them under the GDPR.
- 1.3. In the event of any conflict or inconsistencies between the Agreement, the DPA and/or SCCs, the following order of precedence shall apply (from highest priority to lowest):
 - 1.3.1. SCCs where applicable;
 - 1.3.2. this DPA and any exhibits hereto;
 - 1.3.3. the remaining provisions of the Agreement, and;
 - 1.3.4. any other document agreed between the parties in writing.

2. Subject Matter

- 2.1. CPA+ involves two processing activities: Job Posting and CPA+.
- 2.2. For the Processing Activity Job Posting, the Customer wishes to contract the Processing of Vacancy Data to VONQ.
- 2.3. For the Processing Activity CPA+, the subject matter of this DPA concerns the sharing and processing of Candidate Personal Data between the Parties.
 - 2.3.1. If Customer acts on behalf of Customer Affiliates, Customer Affiliate shall be, through Customer, beneficiaries under this DPA and able to exercise all rights pertaining to Personal Data provided to Customer. Customer acts as the single point of contact for all communication, notices or requests by any Customer Affiliates and warrants that it is duly mandated by any Customer Affiliates.

3. Roles – Controller-to-Processor, Processor-to-Processor, Controller-to-Controller Relationship and Processor-to-Controller

3.1. Processing Activity Job Posting

- 3.1.1. For the Processing Activity Job Posting, Parties hereby determine Customer as Controller Processing Personal Data and VONQ as Processor.
- 3.1.2. If Customer acts on behalf of Customer Affiliates, Parties hereby determine Customer as Processor duly authorised by Customer Affiliate to provide VONQ with Customer Affiliate Personal Data and VONQ as Sub-processor.
- 3.1.3. Provisions of **Exhibit A** apply. VONQ shall process Personal Data only in accordance with the Customer’s documented instructions, unless required otherwise by Data Protection Laws and Regulations.
- 3.1.4. The nature, purpose of the Processing, as well as the types of Personal Data and categories of Data Subjects, are set out in **Annex I of Exhibit C**.

3.2. Processing Activity CPA+

3.2.1.For the Processing Activity CPA+, Parties hereby determine each other as independent Controller Processing Personal Data.

3.2.2.If Customer acts on behalf of Customer Affiliates, Parties hereby determine Customer as Processor duly authorised by Customer Affiliate to provide VONQ with Customer Affiliate Personal Data and VONQ as independent Controller.

3.2.3.Provisions of **Exhibit B** apply.

3.2.4.The nature, purpose of the Processing, as well as the types of Personal Data and categories of Data Subjects, are set out in **Annex II of Exhibit C**.

4. Duration

- 4.1. This DPA enters into effect upon purchase of CPA+ and is valid for as long as Customer agrees with the General Terms and Conditions for JMP, available at <https://www.vonq.com/terms-and-conditions/>, has access to JMP, and CPA+ is available for purchase therein.
- 4.2. Section 5 (Miscellaneous) will survive for an unlimited period of time after termination or rescission, no matter the grounds.

5. Miscellaneous

- 5.1. Alterations or supplementations to this DPA are subject to new Acceptance by Customer. VONQ will make any alteration or Supplementation visible and clear when requesting new Acceptance.
- 5.2. If any provision of this DPA is held invalid, illegal, or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this DPA had been executed without the invalid provision.
- 5.3. This DPA is exclusively governed by the laws of The Netherlands.
- 5.4. Any disputes that may arise between parties, shall be brought before the court of Rotterdam, The Netherlands.

Exhibit A

1. Obligations of the Customer

For the Processing Activity Job Posting, by ordering CPA+, Customer:

- 1.1. Specifies what position it is recruiting for, providing VONQ with instructions to gather 20 parsed, scored and summarized candidates;
- 1.2. Has sole responsibility for the accuracy, quality and legality of Customer or Customer Affiliate Personal Data and the means by which Customer acquires and acquired such data, unless this DPA determines obligations for VONQ in relation to such accuracy, quality and legality.
- 1.3. Has sole responsibility for ensuring that Customer or Customer Affiliate Personal Data is collected in accordance with the requirements of the respective contractual clauses referenced in this **Exhibit A**.
- 1.4. Ensures that VONQ is authorized to engage Third-Parties for the purpose of posting Customer or Customer Affiliate's vacancy and to share Personal Data where provided by Customer or Customer Affiliate as part of the job description.

2. Obligations of VONQ

For the Processing Activity Job Posting, VONQ shall:

- 2.1. Process Personal Data only on instructions from the Customer, or Customer Affiliate, communicated when purchasing CPA+ for a determined position, including with regard to transfers of Personal Data to a third country:
 - 2.1.1. Annex I of Exhibit C, constitutes such documented initial instructions. The Controller may provide further instructions during the performance of the Assignment; Customer shall act as single point of contact;
- 2.2. Ensure that persons authorized to process Personal Data are bound by confidentiality obligations; Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as detailed in Exhibit E;
- 2.3. Assist the Customer in fulfilling its obligations to respond to Data Subject requests under GDPR Chapter III;
- 2.4. Notify the Customer without undue delay after becoming aware of a Personal Data breach that is likely to result in a high risk to the rights and freedoms of Data Subjects;
- 2.5. At the Customer's discretion, delete or return all Personal Data to the customer upon termination of services, and delete existing copies unless required by law to retain them;
- 2.6. Make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow for audits or inspections.

3. Data Processor Clauses

Data Processor Clauses form an integral part of this DPA, are hereby incorporated by reference and shall apply as published in the Official Journal of the European Union, as may be amended, superseded, or replaced, and will be deemed completed with the information set out in this **Exhibit A**.

3.1. Clause 5: Not applicable.

3.2. Clause 7.7: Option 2.

As for Clause 7.7, the following shall apply:

- 3.2.1. Customer hereby provides the specific written authorisation to VONQ to engage Sub-processors for the processing activity Job Posting. The current list of sub-processors engaged can be found on VONQ's webpage at: <https://www.vonq.com/privacy-portal/list-of-subprocessors/>
- 3.2.2. In case VONQ engages another Processor for carrying out specific Processing activities on behalf of Customer, the data protection obligations within this DPA, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR, shall apply to such Sub-Processor.
- 3.2.3. VONQ shall inform Customer about any new Sub-Processor a minimum of 30 days in advance via email to the "Notification" email provided on the cover page of this DPA.
 - 3.2.3.1. Customer has the right to object to the addition of a new Sub-Processor, for a justified reason within 30 days of receipt of VONQ's notification, via email to dpo@vonq.com. In such case, Customer shall give VONQ a reasonable time to find a replacing Sub-Processor. If VONQ is unable to find a replacing Sub-Processor (within 60 days) and the use of this specific Sub-Processor cannot be discontinued,

Customer shall have the right to terminate the Agreement by written notice before the effective date of the change.

- 3.2.3.2. Should the Customer not object to the addition of a new Sub-Processor within 30 days following the notification, the consent of the Customer shall be deemed to have been given.
- 3.3. Option 1 shall apply for Clause 1, Clause 8 lit. (c) (4), Clause 9.1 lit. (b) and (c) and Clause 9.2 lit. (c) of the Data Processor Clauses.
- 3.4. Annex I: Information about the Parties shall be found on the cover page of this DPA and is hereby incorporated.
- 3.5. Annex II: Description of the transfer, Data Subjects, data types and purpose of Processing is described in **Annex I of Exhibit C** and is hereby incorporated. The frequency of the transfer is on a continuous basis for the duration of the Agreement.

Exhibit B

1. Obligations of the Parties

For the Processing Activity CPA+:

- 1.1. Each Party shall process Personal Data in compliance with the GDPR and other applicable data protection laws.
- 1.2. Each Party confirms it has a lawful basis under article 6 GDPR for Processing the Personal Data shared under this Agreement.
- 1.3. Each Party shall handle requests from Data Subjects (e.g., access, rectification, erasure) in relation to the Personal Data it processes and inform the other Party if such requests impact shared data.
- 1.4. Each Party shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as required by article 32 GDPR (see **Exhibit E**).
- 1.5. In the event of a Personal Data breach, the affected Party shall notify the other Party without undue delay and no later than 48 hours after becoming aware of the breach, where feasible.

2. Data Transfers

- 2.1. Where Personal Data is transferred to Customer outside the European Union or to a country not deemed adequate by the European Commission, and Customer acts as Controller, the Parties shall rely on the Standard Contractual Clauses, as outlined in **section 4 (Standard Contractual Clauses – module 1)**.
- 2.2. Where Personal Data is transferred to Customer outside the European Union or to a country not deemed adequate by the European Commission, and Customer acts as Processor on behalf of Customer Affiliate, the Parties shall rely on the Standard Contractual Clauses, as outlined in **section 5 (Standard Contractual Clauses – module 2)**.

3. Liability and Indemnity

- 3.1. Each Party shall be liable for any breaches of this Agreement or the GDPR caused by its own actions or omissions.

- 3.2. Each Party agrees to indemnify and hold harmless the other Party against any fines, claims, or damages arising from its failure to comply with this Agreement or Data Protection Laws and Regulations.

4. Standard Contractual Clauses – Module 1

Standard Contractual Clauses for Controller-to-Controller Transfers (Module 1) form an integral part of this DPA, are hereby incorporated by reference and shall apply as published in the Official Journal of the European Union, as may be amended, superseded, or replaced, and will be deemed completed with the information set out in this Exhibit A. The specific options selected are:

- 4.1. Clause 7: Not Applicable.
- 4.2. Clause 11: Not Applicable.
- 4.3. Clause 17: Laws of The Netherlands.
- 4.4. Clause 18: Rotterdam, The Netherlands.
- 4.5. Annexes completed as per **Annex I** of **Exhibit D** and **Exhibit E**.

5. Standard Contractual Clauses – Module 2

Standard Contractual Clauses for Controller-to-Processor Transfers (Module 2) form an integral part of this DPA, are hereby incorporated by reference and shall apply as published in the Official Journal of the European Union, as may be amended, superseded, or replaced, and will be deemed completed with the information set out in this Exhibit A. The specific options selected are:

- 5.1. Clause 7: Not Applicable.
- 5.2. Clause 9: Option 2. 30 days.
- 5.3. Clause 11: Not Applicable.
- 5.4. Clause 17: Option 2: Laws of The Netherlands.
- 5.5. Clause 18: Rotterdam, The Netherlands.
- 5.6. Annexes completed as per **Annex I** of **Exhibit D** and **Exhibit E**.

Exhibit C

Annex I of Exhibit C: Specification of Processing – Job Posting on JMP

Data Subjects, Data Types, and Purpose of Processing

To perform the Assignment, VONQ processes the following Personal Data of Customer or Customer Affiliate employees and vicarious agents for the purpose of posting the vacancy on media channels such as social networks and job boards:

- Salutation,
- Name,
- Business e-mail address,
- Credentials

In relation to Customer or Customer Affiliate recruiters, VONQ processes the Following Personal Data, when provided, as part of the vacancy data included in the job description:

- Salutation,
- Name,
- Phone number,
- Business e-mail address

Candidate IP addresses are processed for anonymization and aggregation prior to sharing with Customer, for the purpose of providing an overview of the candidate journey in JM.

Annex II of Exhibit C: Specification of Processing – Candidate Pre-screened Applications (CPA+)

To fulfil the Assignment, VONQ processes the following Personal Data of Candidates for the purpose of facilitating recruitment activities by delivering parsed, scored, and surmised candidates to the Customer:

- Salutation,
- Name,
- E-mail address,
- Phone number,
- Credentials when shared by Candidate,
- CV,
- Cover letter,
- Transcript of the video interview

Exhibit D

Technical and Organisational Measures

VONQ ensures for its area of responsibility the implementation of and abidance by technical and organizational measures agreed upon, according to this exhibit. The Customer will implement appropriate technical and organisational measures according to the requirements of the GDPR.

1. Confidentiality (article 32 sec. 1 subs. (b) GDPR)

1.1. Access control to premises and facilities (physical control)

- 1.1.1.** Employees can only gain entry to the office building with a personalized key card.
- 1.1.2.** Visitors are welcomed at the reception, picked up by a member of the relevant department, and escorted by the respective VONQ employee(s).
- 1.1.3.** The office is secured in out-of-work-hours by a site alarm system.
- 1.1.4.** CCTV surveillance is in place.
- 1.1.5.** Hardware is stored in access-protected cupboards.

1.2. System access control (hardware access control) (1.2)

- 1.2.1.** Authentication and authorization are required throughout the entire data-processing system. Entering a username and password is always required.
- 1.2.2.** Password is subject to restrictions set forth in the internal Password Policy. E.g.:
 - 1.2.2.1.** - after the first login, the password has to be changed,
 - 1.2.2.2.** - the password must be changed regularly by the user,
 - 1.2.2.3.** - repeated use of the same password is prevented by the system.

1.2.3. Users will be blocked after three incorrect login attempts and can only be unblocked by the internal IT.

1.2.4. VONQ utilizes network segmentation (VLAN). Gateways are protected by firewalls and are being monitored. The internal local area network (LAN) is divided into several segments, including a VONQ WiFi segment and a separate public segment for visitors. Production and test systems are separated at an operating system level and placed in different networks.

1.3. Access control data (software access control)

1.3.1. Based on their username, users are restricted to certain roles for certain applications.

1.3.2. Application users can access personal identifiable information (hereinafter "PII") only to the extent required for the specific role.

1.3.3. Additionally PII is stored and transmitted in an encrypted form as far as technically possible.

1.4. Separation control

1.4.1. Logical data separation per application (one application cannot access other applications).

1.4.2. PII is separated logically on a per customer basis.

1.4.3. Separation of development, staging, and production systems: Anonymized datasets are being used for development and staging environments.

1.4.4. At all times transactional data is kept separate from the PII retained or used for another purpose.

2. Integrity, availability and resilience of systems (article 32 sec. 1 subs. (b) GDPR)

2.1. Transfer control

2.1.1. State of the art encryption is utilized for every PII data transfer, utilizing protocols such as SSH, SFTP, SCP, HTTPS and TLS.

2.1.2. Volume and file encryption are utilized whenever possible.

2.1.3. Disposal operators destroy discarded hardware, data carriers and printouts.

2.2. Input control

2.2.1. Personal Data is inputted via automated processes (i.e. the collection of IP addresses). Every automated input is logged and can be traced.

2.2.2. Where data is manually inputted by employees (e.g. name, contact details), identifiable electronic signatures are being utilized wherever possible.

2.2.3. Modifications and deletions are marked with identifiable electronic signatures wherever possible.

3. Availability and access (article 32 sec. 1 subs. (c) GDPR)

3.1. On an infrastructure level fault tolerant systems are deployed and whenever possible systems are decentralized.

3.2. Backups are redundant and kept in secure locations on-site and off-site.

3.3. Restore and retrieval processes are tested on a regular basis.

4. Procedures for regular testing, assessing, and evaluating (article 32 sec. 1 subs. (d) GDPR)

4.1. Control procedures

4.1.1. VONQ undergoes an annual penetration test conducted by an independent and external consultant. Feedback is implemented accordingly to improve Services and security.

4.1.2. Security measures are subject to internal and external audits.

4.1.3. Notification of the Data Protection Officer and the Chief Technology Officer about new or adjusted data processing procedures.

4.1.4. VONQ is ISO 27001 certified.

5. Control of instructions

5.1. Contracts with Data Protection Agreements according to the requirements of article 28 GDPR are concluded.

5.2. Contract management through centralised registration of subcontractors.

6. Pseudonymisation and encryption (article 32 sec. 1 subs. (a) GDPR)

6.1. Whenever possible PII collected by VONQ can no longer be attributed to a specific Data Subject without further information. Such additional information is being kept separately.

6.2. All web applications and communication between networks of VONQ are encrypted via SSL/TLS (data in transfer). As mentioned above, PII is retained on encrypted volumes whenever possible (data in rest).