

Outplacement Services Data Processing Agreement

By using Workable's Outplacement Services, you agree to the Terms of the present Data Processing Agreement ("DPA").

This Agreement is between Workable (the Processor) and you (the Controller) and governs the Outplacement Services.

Background

The EU General Data Protection Regulation 2016/679 ("GDPR") requires a written agreement between a controller and a processor in order to allow the processing of Personal Data by the processor on behalf of the controller. The GDPR and any national law deriving out of one or the other are hereafter referred to as "Data Protection Law".

1. Definitions

- 1.1.** "Data Subject" means a natural person who can be identified, directly or indirectly by the Personal Data. In particular, under the present DPA, "Data Subject" shall be considered the participating, terminated employee, who has provided express consent to the Controller for its participation to the Workable Outplacement Services program.
- 1.2.** "Instructions" means the Controller's lawful and reasonable instructions for the Processing of Personal Data as indicated herein, by the Controller's use of the Service or in writing by the Controller to the Processor.
- 1.3.** "Outplacement Services" shall have the meaning set out in Clause 2 of the present DPA.

- 1.4. “Personal Data” means any information relating to an identified or identifiable natural person, including an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.5. “People Search Service” shall have the meaning as set out in Clause 1.2.7 of the Workable Terms.
- 1.6. “Processing” or ”to Process” 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, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.7. “Prospective Employer” means the Workable Customer who is willing to receive potential resumes of the Controller’s Data Subjects for the purposes of considering them in relation to employment opportunities. For clarity, the Prospective Employer and the Controller act as joint controllers in relation to the Outplacement Services.
- 1.8. “SCC” means the standard contractual clauses for the transfer of Personal Data to processors established in third countries, set forth in the European Commission Decision of 5 February 2010, or any such standard contractual clauses amending or replacing the SCC.
- 1.9. “Sub-processor” means any third party engaged by the Processor, or its Sub-processor, to Process Personal Data on behalf of the Controller.

2. The Outplacement Services

- 2.1. The Processor is providing to the Controller a functionality where the Controller is allowed to place Data Subjects to its Workable Account and assist them in

locating future employment opportunities by making their resumes available to other Prospective Employers.

2.2. The Outplacement Services are available to the Data Subject who:

2.2.1. has uploaded its resume to the Controller's Workable account; or

2.2.2. has not uploaded its resume to the Controller's Workable account. When this takes place, the People Search Profile of the Data Subject might be used to allow the Data Subject to use a profile in order to receive the appropriate communication from Prospective Employers and Clauses 3.3 and 3.4 of the Workable Terms will apply and incorporated by reference to the present DPA.

2.3. Controller further instructs Workable to match the Data Subjects' skills with new job opportunities from the Prospective Employer and to facilitate the communication of the Controller with the Prospective Employer through the Workable platform.

2.4. The Controller undertakes that express consent has been received by the Data Subjects in relation to their participation to the Workable Outplacement Services and the processing activities hereto.

2.5. The services described in the present Clause 2 shall be collectively referred to as the "Outplacement Services".

3. Acknowledgment of Beta Product

3.1. The Processor agrees to comply with Data Protection Law, and with any other applicable law to the extent it is not in conflict with Data Protection Law.

3.2. The Processor shall only Process the Personal Data in accordance with the Controller's Instructions.

- 3.3.** Notwithstanding any other provision of this DPA, if the law in any EU or EU member state requires the Processor to conduct Processing of the Personal Data other than in accordance with the Controller's Instructions, such Processing shall not constitute a breach of this DPA. The Processor shall inform the Controller of such legal requirements before carrying out such Processing, unless such notification is prohibited by applicable law on important grounds of public interest. The Processor shall immediately inform the Controller if, in its opinion, an Instruction infringes the GDPR or other applicable EU or EU Member State data protection law.
- 3.4.** The Processor shall enable the Controller to access, rectify, erase, restrict and transmit the Personal Data Processed by the Processor. The Processor shall comply with any requests by the Controller related to the above without undue delay and in any event within 30 calendar days.
- 3.5.** The Processor shall notify the Controller without undue delay as to any contacts with a supervisory authority, concerning or of significance for, the Processing of Personal Data carried out on behalf of the Controller. The Processor may not represent the Controller, nor act on the Controller's behalf, against any supervisory authority or other third party.
- 3.6.** The Processor shall assist the Controller in its contacts with any supervisory authority, including, upon the Controller's instruction, by providing any information requested by the supervisory authority. For the avoidance of doubt, the Processor may not disclose Personal Data or any information on the Processing of Personal Data without the consent of the Controller.
- 3.7.** If a Data Subject requests information from the Processor concerning the Processing of Personal Data, the Data Subject shall be instructed to address the request to the Controller and the Processor shall assist the Controller in responding to such request as obliged by Data Protection Law. The Processor shall use appropriate technical and organizational measures to assist the Controller by, taking into account the nature of the Processing.
- 3.8.** The Processor shall impose adequate contractual obligations regarding confidentiality and security upon its personnel which have been authorised to

Process Personal Data.

- 3.9.** The Processor shall provide reasonable assistance to enable the Controller to comply with the Controller's obligations under Data Protection Law, e.g. assist with security measures, data protection impact assessments (including prior consultation), and in situations involving Personal Data breach.
- 3.10.** The Processor shall maintain a record of all Processing activities carried out on behalf of the Controller. Upon the Controller's request, the Processor shall promptly make the record available to the Controller in a generally readable electronic format, including as a minimum the following information:
- 3.10.1.** the name and contact details of the Processor and its authorized representatives to whom questions regarding the Processing should be addressed, and if applicable, the Data Protection Officer (as defined in Data Protection Law) of the Processor;
 - 3.10.2.** where applicable, the name and contact details of any Sub-processor, its authorized representative to whom questions regarding the Processing should be addressed and, if applicable, the Data Protection Officer of the Sub-processor;
 - 3.10.3.** the processing activities carried out by the Processor and/or Sub-processor on behalf of the Controller;
 - 3.10.4.** where applicable, transfers of Personal Data to a third country including the identification of that third country and suitable safeguards employed to ensure an adequate level of protection of the Data Subject; and
 - 3.10.5.** a general description of the technical and organisational measures employed to ensure an appropriate level of security.
- 3.11.** All services, assistance and co-operation provided by the Processor to the Controller, upon Controller's request, pursuant to this DPA shall be chargeable at Workable's then prevailing time and materials rates for professional services or such other charges as may, at the relevant time, be agreed by the parties in

writing, unless such request is made by Controller in order to investigate and mitigate the consequences of Processor's breach of this DPA or an incident as referred to in Clause 3.2 that has arisen as a result of any breach by the Processor.

4. Security

- 4.1. The Processor shall implement appropriate technical and organisational security measures to protect the Personal Data in accordance with Data Protection Law. The Processor shall particularly observe the guidelines issued or approved by supervisory authorities.
- 4.2. The Processor shall notify the Controller, in writing, without undue delay after the Processor has or should have become aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 4.3. The Processor must be able to verify its compliance with this DPA and Data Protection Law and shall maintain adequate documentation verifying fulfillment of its obligations hereunder. Further, the Controller, or a third party approved by the Controller, may conduct audits to ensure that the Processor is complying with this DPA and Data Protection Law. Any such audits will be carried out following the provision of reasonable written notice and not more than once in any twelve (12) month period, unless the Controller is required to in order to fulfill its obligations of Data Protection Law or to comply with a decision imposed against the Controller by a supervisory authority or a competent court of justice. The Processor shall, following the Controller's request and without undue delay, provide necessary assistance and allow inspection of any relevant documentation and, to the extent such documentation is not deemed sufficient, its Processing facilities. Each Party shall bear its own costs related to the audit.

5. Sub-processing

- 5.1. The Controller hereby gives the Processor a general consent to engage Sub-processors for Processing of Personal Data on behalf of the Controller.

Processor shall make details of its Sub-processors available to the Controller on the Website at the webpage presented below:

<https://www.workable.com/subprocessors>. Where Processor intends to add a new Sub-processor it shall make details of such new Sub-processor available on the Website at least 30 days (“Sub-processor Notice Period”) before transferring any personal data to a new Sub-processor. Controller shall notify Processor during the Sub-processor Notice Period if it objects to the new Sub-processor. If the Controller does not object to the Sub-processor during the Sub-processor Notice Period, the Controller shall be deemed to have accepted the Sub-processor. If the Controller has raised a reasonable objection to the new Sub-processor during the Sub-processor Notice Period, and the parties have failed to agree on a solution within reasonable time, the Controller shall have the right to terminate this DPA and the Service with a notice period determined by the Controller, without prejudice to any other remedies available under law or contract. During the Sub-processor Notice Period, the Processor shall not transfer any Personal Data to the Sub-processor.

- 5.2.** The Processor shall enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to this DPA, including without limitation the Controller’s right to conduct audits at the Sub-processor in accordance with Section 4.3 above, or ensure that the Sub-processor will conduct audits using external auditors at least once per year. The Processor shall remain fully liable to the Controller for the performance or non-performance of the Sub-processor’s obligations.
- 5.3.** Upon the Controller’s request, the Processor is obliged to provide information regarding any Sub-processor, including name, address and the Processing carried out by the Sub-processor.

6. Transfer Of Personal Data Outside The EEA

- 6.1.** If the Processing carried out by the Processor includes the transfer of Personal Data to a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law, the Controller and the Processor shall enter into a supplementary

agreement containing the SCC. This will not apply if all such transfers are made to Sub-processors as described in the following paragraph.

- 6.2.** If Processing of Personal Data under this DPA includes the transfer of Personal Data to a Sub-processor located in a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law, the Processor shall be entitled and obligated to enter into a supplementary agreement with the Sub-processor containing the SCC, in the name and on behalf of the Controller or on behalf of all the Processor's customers, before any Personal Data is transferred to such Sub-processor. The Processor shall provide the Controller with a copy of such signed SCC agreement. The agreement with the Sub-processor need not include the SCC if the Sub-processor is a Privacy Shield participant, and as long as the EU-US Privacy Shield Framework has not been adjudged, by any relevant court or supervisory authority, not to provide an adequate level of data protection.
- 6.3.** If and to the extent this DPA and the SCC are inconsistent, the provisions of the SCC shall prevail.

7. Indemnification

- 7.1.** If the Processor Processes Personal Data in breach of this DPA, the Processor shall fully indemnify and hold the Controller harmless for any loss, cost or damage, including but not limited to claims by a Data Subject, financial penalties imposed by supervisory authorities or other competent authorities, due to such breach. The liability of each party under this DPA shall be subject to the exclusions and limitations of liability set out in the Workable Customer Terms and Conditions or other agreement between Controller and Processor governing Controller's use of the service.
- 7.2.** In case of claims by a Data Subject or financial penalties imposed by supervisory authorities or other competent authorities, the Controller shall, where this would not jeopardize the Controller's defense: (a) notify the Processor promptly in writing of any such potential or pending claims or penalties; (b) use reasonable endeavors to reduce or avoid such claims or penalties; (c) allow the Processor to

comment on any response, settlement, defense or appeal in relation to such claim; and (d) to a reasonable extent provide the Processor with information in relation to the same.

8. Term

- 8.1. The Controller may delete all personal data on termination of the Outplacement Services by submitting a deletion request to the Processor. Where the Controller has not deleted the personal data prior to the termination of the Outplacement Services, Processor may delete all personal data at any time after 90 days following the date of termination unless otherwise required by applicable law.
- 8.2. This DPA is applicable from the effective date of the Outplacement Services and until all Personal Data is erased in accordance with Section 8.1 above.

9. GOVERNING LAW

This DPA shall be governed by the law as specified in the main services agreement.

Outplacement Services Data Processing Descriptions

Under Data Protection Law, the Processor shall only Process Personal Data in accordance with Controller's documented Instructions, as regulated in the DPA. This document forms part of the Controller's Instructions, directing the Processor on the scope, nature, and purpose when Processing Personal Data on behalf of the Controller.

1. SCOPE OF PROCESSING

The Processor shall Process Personal Data hereunder exclusively within the scope of the provision of the Outplacement Services.

2. PURPOSE OF PROCESSING

The Processor shall Process Personal Data only for the purpose of enabling the Controller to manage its outplacement processes through the Controller's use of the Outplacement Services.

3. **CATEGORIES OF DATA SUBJECTS**

Terminated employees of the Controller, including former full time employees, part-time employees, trainees and interns, independent contractors or external consultants.

4. **TYPES OF PERSONAL DATA**

Name (name and surname)

Address

E-mail address

Telephone number

Salary

Employment terms (incl salary and benefits)

Employment progress (incl interviews accepted, offers received, hired, not hired status)

Links to social media profiles

Resume

The above

The Controller may choose to store additional information on Data Subjects. The Controller may use Data Subjects' data in an anonymized, aggregate form for statistical purposes.

5. **SPECIAL CATEGORIES OF PERSONAL DATA**

Processor does not anticipate processing any data falling into the special categories of data as set out in the GDPR, however, it is not possible for Processor to control the information that the Controller or authorized users of the Controller choose to share with each other using the Service.

6. **PROCESSING ACTIVITIES**

Collection

Registration

Storing

Accessing, reading or consultation

Erasure or destruction

Making available to the Prospective Employer

7. **DURATION OF PROCESSING**

Personal Data shall not be Processed for a period longer than is necessary for

serving its purpose. In respect of all Processing activities other than storage of the Personal Data, the Processing shall cease on expiry or termination of the Outplacement Services. In relation to storage of the Personal Data, the Processing shall cease as provided for in Clause 8 of the DPA.

8. **SUB-PROCESSOR**

The Processor has engaged sub-processor(s) for carrying out specific Processing activities on behalf of the Controller. A full list of those sub-processor(s) can be found at the webpage presented below: <https://www.workable.com/subprocessor>

9. **PROCESSING LOCATION**

Processing takes place in the following country/countries: United Kingdom, United States, Greece.