

## **Data Protection Terms**

These Data Protection Terms form part of the Recii Licence Agreement between Recii and the Customer (the “**Agreement**”). Unless otherwise defined herein, all capitalised terms in these Data Protection Terms shall have the meaning given to them in the Agreement.

### **1. Roles of the parties**

- 1.1 **Controller to Controller Processing.** The parties acknowledge that the Candidate/Employee Data may be shared between the parties as further detailed in Schedule 1. To the extent the parties Process any Candidate/Employee Data, each party shall be deemed to be a Controller of any Personal Data contained therein and the parties shall comply with the obligations contained within Schedule 1.
- 1.2 **Controller to Processor Processing.** Recii and the Customer agree that with respect to any Contact Data provided to Recii by the Customer (as further detailed in Schedule 2) Customer shall be the Controller of such Contact Data and Recii is a Processor of such Contact Data, except when the Customer acts as a Processor of such Contact Data, in which case Recii is a Sub-Processor of such Contact Data. Nothing in the preceding sentence alters the obligations of either Recii or the Customer under this clause, as Recii acts as a Processor in all events in respect of the Contact Data. Such Contact Data shall be Processed by Recii in accordance with the terms contained within Schedule 2.

### **2. General**

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation in respect of any Personal Data Processed pursuant to the Agreement. These Data Protection Terms are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 2.2 Any claims brought under these Data Protection Terms shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth therein.
- 2.3 For the avoidance of doubt nothing in these Data Protection Terms shall prevent Recii from processing any data for the sole purposes detailed in clause 4.3 of the Agreement.
- 2.4 Either party may from time to time propose any variations to these Data Protection Terms which the party reasonably considers necessary to address the requirements of any applicable Data Protection Legislation and the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to timely implementing any variations designed to address the requirements of applicable Data Protection Legislation.
- 2.5 The standard contractual clauses may be replaced by the European Commission or by a Supervisory Authority and approved by the European Commission in accordance with the examination procedure referred to in Article 93(2) of the GDPR. In the event replacement standard contractual clauses are adopted in accordance with Article 93(2) of the GDPR they shall supersede any standard contractual clauses adopted on the basis of Article 26(4) of Directive 95/46/EC to

the extent that such clauses intend to cover the same kind of data transfer relationship as the prior clauses.

- 2.6 In the event any replacement standard contractual clauses include a transition period for implementation, Recii shall notify the Customer of the date on which any replacement standard contractual clauses shall become effective which in any event shall be prior to the expiration of such transition period.
- 2.7 If there is a conflict between the Agreement and these Data Protection Terms, the terms of these Data Protection Terms will control. In the event of any conflict or inconsistency between these Data Protection Terms and the relevant standard contractual clauses, the relevant standard contractual clauses shall prevail.

## Schedule 1

### Controller to Controller Processing

#### 1. Scope

- 1.1 The parties shall comply with the provisions of this Schedule 1 when Processing Candidate Data and both parties acknowledge and accept they are Controllers in respect of such data.

#### 2. Fair and Lawful Processing

- 2.1 Each party shall ensure that it Processes the Candidate Data fairly and lawfully for the purposes as contemplated under the Agreement and Data Protection Terms.
- 2.2 Each party shall ensure that it has a legal basis to Process the Candidate Data.
- 2.3 Each party shall, in respect of the Candidate Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the disclosing party is sharing with the receiving party, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the receiving party or a clear description of the type of organisation that will receive the Candidate Data.
- 2.4 The receiving party undertakes to inform the Data Subjects, in accordance with its own applicable Data Protection Legislation, of the purposes for which it will Process their Personal Data and provide all of the information that it must provide, in accordance with its own applicable laws, to ensure that the Data Subjects understand how their Personal Data will be Processed by the receiving party.

#### 3. Data Subject's rights

- 3.1 The parties agree to provide reasonable assistance as is necessary to each other to enable them to facilitate Data Subjects exercising their rights under the Data Protection Legislation in respect of the Candidate Data.

#### 4. Data retention and deletion

- 4.1 Each party will retain the Candidate Data for the duration notified to the relevant Data Subject in its privacy notice.
- 4.2 Notwithstanding paragraph **Error! Reference source not found.** of this Schedule 1, the parties shall continue to retain the Candidate Data in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry.

#### 5. Security

- 5.1 The disclosing party shall only provide the Candidate Data to the receiving party by using secure methods, such as by way of API encryption or secure file storage.
- 5.2 Having regard to the state of technological development and the cost of implementing such measures, the parties shall have in place appropriate technical and organisational security measures in order to:

- 5.3 prevent unauthorised or unlawful Processing of the Candidate Data;
- 5.4 prevent the accidental loss or destruction of, or damage to, the Candidate Data; and
- 5.5 ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage, and the nature of the Candidate Data to be protected.

## **6. Data security breaches and reporting procedures**

- 6.1 The parties shall notify each other as soon as reasonably practicable after becoming aware of a Personal Data Breach in respect of the Candidate Data (even if such breach has not yet been fully investigated).
- 6.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of such Personal Data Breach in an expeditious and compliant manner.

## **7. Resolution of disputes with Data Subjects or a Supervisory Authority**

- 7.1 In the event of a dispute or claim brought by a Data Subject or a data protection Supervisory Authority concerning the Processing of the Candidate Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 7.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a relevant data protection Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 7.3 Each party shall abide by a decision of a competent court of the disclosing party's country of establishment or of the data protection Supervisory Authority which is final and against which no further appeal is possible.

## **8. International Transfer of Personal Data**

- 8.1 If an adequate protection measure for the international transfer of the Candidate Data is required under the Data Protection Legislation (and has not otherwise been arranged by the parties) the EU-controller to Non-EU/EEA controller standard contractual clauses annexed to European Commission Decision C(2004) 5721 ("**C2C Standard Contractual Clauses**") shall be incorporated by reference into this Schedule 1 as if they had been set out in full.
- 8.2 For the purposes of clause II(h) of the C2C Standard Contractual Clauses the data importer shall Process the Candidate Data in accordance with option (h)(iii) (in accordance with the data processing principles set forth in Annex A of the C2C Standard Contractual Clauses).
- 8.3 For the purposes of Annex B of the C2C Standard Contractual Clauses the description of the transfer shall be detailed in the table below, in addition to the technical and organisational measures adopted by both parties to ensure the Candidate Data is transferred in accordance with Data Protection Legislation.

Main body particulars

Exporter contact details: Recii or the Customer (as applicable).

Importer contact details: Recii or the Customer (as applicable).

Annex B

| Data Subjects  | Candidates  |
|--|---|
| Purpose of transfer  | To provide the Services and obtain the benefit under the Agreement and create the relevant Candidate profile on the Platform  |
| Categories of personal data  | Candidate Data including but not limited to CVs, conversational responses, sentiment data, profile information and any other personal data submitted to the Platform by the Candidate or the Customer.  |
| Recipients   | The Importer and the relevant Candidate   |
| Special categories of personal data                                    | Candidate Data uploaded to the Platform can be determined by Customer and/or Candidate and may include information revealing racial or ethnic origin; political, religious or philosophical beliefs; trade union membership; biometric data or health data. |
| Data protection registration of data exporter                          | The data protection registration of either Recii or the Customer as the data exporter (as applicable)   |
| Additional information (storage limits and other relevant information) | n/a   |
| Data exporter contact details for data protection enquiries            | As populated in the main particulars above.   |
| Data importer contact details for data protection enquires             | As populated in the main particulars above.   |

## Schedule 2

### Controller to Processor Processing

#### 1. Data Processing Obligations

- 1.1 A description of the Contact Data and the Processing activities undertaken by Recii on behalf of the Customer is set out in paragraph 4.

#### 2. Recii's processing obligations

- 2.1 To the extent that Recii Processes any Contact Data on behalf of the Customer Recii shall:

- (a) only Process such Contact Data in accordance with the Customer's written instructions set out in the Agreement and Data Protection Terms. Recii shall, to the extent permitted by law, notify the Customer promptly if in its opinion the Customer's instructions infringes applicable law;
- (b) maintain a record of its Processing activities under the Agreement in accordance with and to the extent required by Article 30(2) GDPR, and Recii shall at any time upon request, deliver up to the Customer details of such Processing activities;
- (c) ensure that access to any such Contact Data is restricted to those of its personnel who need to have access and who are subject to confidentiality obligations in respect of the Contact Data;
- (d) notify the Customer without undue delay if it suffers a Personal Data Breach relating to Contact Data providing the Customer with sufficient information to allow the Customer to meet any obligations to report to a Supervisory Authority, or inform Data Subjects, of the Personal Data Breach under Data Protection Legislation;
- (e) if it receives any request from a Data Subject relating to the Contact Data (i) not respond to the Data Subject request without the Customer's prior written consent and in accordance with the Customer's instructions; and (ii) shall provide such assistance as the Customer may reasonably require in respect of such Contact Data in order for the Customer to comply and respond to the Data Subject request in accordance with the Data Protection Legislation;
- (f) provide reasonable assistance to the Customer in inputting into and carrying out data protection impact assessments and, to the extent required under the Data Protection Legislation, prior notification under Article 36 of GDPR; and
- (g) ensure that it has implemented appropriate organisational and technical measures in order to comply with its obligations under Article 32 of GDPR and shall comply with the security measures set out at <https://recii.io/legal-terms>.

- 2.2 To the extent legally permitted, the Customer shall be responsible for any costs arising from Recii's provision of assistance to the Customer beyond the existing functionality of the Platform.

- 2.3 Recii is permitted to engage the Sub-Processors listed at <https://recii.io/legal-terms> to Process any of the Contact Data on the Customer's behalf in connection with the Services provided that Recii shall:

- (a) inform the Customer prior to the appointment or removal of any such Sub-Processor, thereby giving the Customer an opportunity to object to the appointment or removal. If the Customer objects on reasonable grounds, Recii shall either: i) alter its plans to use the Sub-Processor with respect to the Contact Data; or (ii) take corrective steps to remove the Customer's objections. If none of the above options are reasonably available or the issue is not resolved within 30 days of the objection, either party may terminate the Agreement; and
- (b) ensure that such Sub-Processor is subject to a written agreement which imposes on it binding contractual obligations which are equivalent to the terms imposed on Recii under this Schedule 2 to the extent required pursuant to the Data Protection Legislation; and
- (c) remain liable for the acts and omissions of such Sub-Processors in relation to the Processing of such Contact Data.

2.4 The Customer acknowledges that Recii and its Sub-Processors may Process Contact Data in non-EEA countries. Recii will abide by the requirements of the Data Protection Legislation regarding the transfer and Processing of Contact Data outside of the EEA. Recii will ensure that transfers of Contact Data to a third country that does not ensure an adequate level of protection or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR or where required enter into the EU-controller to Non-EU/EEA processor model contractual clauses annexed to European Commission Decision C(2010) 593 ("**C2P Standard Contractual Clauses**"), which shall be hereby incorporated by reference into this Schedule 2 as if they had been set out in full and populated as follows:

Main body particulars

Exporter contact details: Those of the Customer as set out in the Agreement.

Importer contact details: Those of Recii as set out in the Agreement.

Appendix 1

|                             |  |
|-----------------------------|--|
| Data Exporter:              | The Customer                                 |
| Data Importer:              | Recii  |
| Data Subjects:              | As set out in paragraph 4 of this Schedule 2 |
| Categories of data:         | As set out in paragraph 4 of this Schedule 2 |
| Special categories of data: | As set out in paragraph 4 of this Schedule 2 |
| Processing operations:      | As set out in paragraph 4 of this Schedule 2 |

## Appendix 2

As detailed in paragraph 2.1(g) of this Schedule 2.

The illustrative indemnity set out in the C2P Standard Contractual Clauses is deemed deleted.

- 2.5 Upon termination or expiry of the Agreement, Recii shall cease all Processing of any Contact Data Processed on the Customer's behalf under this Agreement and shall, at Recii's option, return or destroy and delete all such Contact Data, unless Recii is required by law to retain such Contact Data.
- 2.6 In order to demonstrate Recii's compliance with the Data Protection Legislation and the terms of this Schedule 2, Recii shall:
- (a) provide the Customer with such information as the Customer reasonably requests from time to time to enable the Customer to satisfy itself that Recii is complying with its obligations under this Schedule 2 and the Data Protection Legislation; and
  - (b) allow the Customer, at the Customer's sole cost and expense access (on reasonable notice and no more than once a year) to its premises where Contact Data of a Customer is Processed under the Agreement to allow the Customer to audit its compliance with this Schedule 2 and the Data Protection Legislation and shall provide reasonable co-operation as requested by the Customer in the performance of such audit. The parties shall agree in advance on the reasonable start date, duration and security and confidentiality controls applicable to such audit.

### **3. Obligations of the Customer**

- 3.1 The Customer shall:
- (a) have at all times during the term of the Agreement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect any Contact Data of the Customer;
  - (b) provide clear and comprehensible written instructions to Recii for the Processing of Contact Data to be carried out under the Agreement; and
  - (c) ensure that it has all the necessary licences, permissions, consents and notices in place to enable lawful transfer of Contact Data to Recii for the duration and purposes of the Agreement.

### **4. Data Processing Instruction**

- 4.1 The table below sets out the details of the Processing of Contact Data by Recii on behalf of the Customer:

|   |   |
|---|---|
| <b>Subject-matter, nature and purpose of Processing</b> | For the purpose of performing the Services under the Agreement  |
| <b>Duration of the Processing</b>                       | For the duration of the Agreement   |
| <b>Types of Personal Data</b>                           | <b>Contact Data</b> as defined in the Agreement, consisting of the Candidates name, email address and telephone number. |



|  |            |
|--|------------|
| <b>Categories of Data Subject</b>          | Candidates |
| <b>Special Categories of Personal Data</b> | N/A        |