Broadbean
5th Floor
The South Quay Building
77 Marsh Wall
London
E14 9SH

www.broadbean.com

Broadbean Technology Limited
Data Processing Agreement
(21 September 2021)

(1) This agreement on data processing (the "**Data Processing Agreement**") specifies the data protection obligations of the Parties that arise in connection with the provision of the services purchased by the Customer (the "**Services**") under a separate agreement and/or order form (the "**Order**") between Customer and Broadbean Technology Limited or one of its affiliates. This Data Processing Agreement applies to all activities performed in connection with the Order in which Processor and, if and insofar permissible, a third party acting on behalf of Processor may come into contact with Controller Personal Data.

(2) The relevant types of Personal Data, the individuals these Personal Data refer to and the types of processing of Personal Data being undertaken are dependent on the Services purchased by the Customer under the Order and are set out at.

https://legal.broadbean.com/dpa/schedule-of-data-processing-agency.pdf

(3) The term of this Data Processing Agreement is equal to the term of the Order.

(4) For the purposes of this Data Processing Agreement, both parties hereby acknowledge and confirm that the Customer is the Data Controller, (hereinafter "**Controller**") and Broadbean is the Data Processor, (hereinafter "**Processor**") (each as defined in Clause 6 below).

Definitions

(5) "**Controller Personal Data**" means Personal Data Processed on behalf of Controller in the provision of the Services. For the avoidance of doubt, "Controller Personal Data" excludes de-identified aggregated data or information regarding: (i) data subjects' educational or career history (including, by way of example and not limitation, aggregate data relating to data subjects' occupation, location, salary, education and experience); (ii) job advertisements published through the Services; and (iii) information on actions taken by users of the Services (such as page views, site navigation patterns and other user activity).

(6) "**Data Controller**" (or "**Controller**"), "**Data Processor**" (or "**Processor**"), "**Data Subject**", "**Personal Data**" all have the meaning given to those terms in the Data Protection Laws (and related terms such as "**Process**", "**Processing**" have corresponding meanings).

(7) "**Data Protection Legislation**" means: (a) European Directive 2002/58/EC together with all laws and regulations implementing the same in any European Member State; (b) EU GDPR; (c) UK GDPR; and (d) any similar laws in Switzerland or in the European Economic Area.

(8) "**EU GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018.

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(9) *"**Instruction**"* means a written instruction, issued by Controller to Processor, and directing Processor to perform a specific action with regard to Controller Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

(10) *"**Restricted Transfer**"* means a transfer of Personal Data from the European Economic Area (EEA) and/or Switzerland and/or the UK outside the EEA and Switzerland and UK, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission or Swiss or UK regulator as relevant as providing an adequate level of protection for Personal Data; and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data.

(11) "**Standard Contractual Clauses**" means an agreement comprised of the 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 adopted by European Commission decision of 4 June 2021 and published under document number C/2021/3972 and as amended by the UK Information Commissioner under section 119A (1) Data Protection Act 2018.

Scope and responsibility

(12) Both parties shall assist each other in complying with their applicable obligations under applicable Data Protection Legislation. Each Party shall at all times comply with the applicable Data Protection Legislation with regards to the provision of the Services under the Order.

Obligations of Processor

(13) Processor shall Process Controller Personal Data on behalf of Controller and in accordance with applicable Data Protection Legislation, this Data Processing Agreement and the Controller's Instructions. Processor's interpretation of those Instructions in so far as it applies to the Services specified on the Order can be found at

https://legal.broadbean.com/dpa/schedule-of-data-processing-agency.pdf

and Controller hereby acknowledges that the Processing specified at the above link comprise its Instructions to the Processor. If Processor is required to Process the Personal Data for any other purpose by applicable law, Processor will inform the Controller of this legal requirement, to the extent permitted to do so by the applicable law. Processor shall not Process Personal Data for its own purposes and shall keep Controller Personal Data logically separate to data processed on behalf of any third party.

(14) Processor shall notify Controller immediately if, in Processor's reasonable opinion, an Instruction breaches the Data Protection Legislation.

(15) Processor shall take appropriate technical and organizational measures against unauthorised or unlawful Processing of Controller Personal Data and against accidental loss, destruction, damage, alteration or disclosure of Controller Personal Data taking into account the nature of the Processing as set out at:

https://legal.broadbean.com/dpa/schedule-of-data-protection-measures.pdf

The Controller acknowledges that the technical and organizational measures set out in the above link are subject to technical progress and development. Processor may implement without advance notification to the Controller adequate alternative measures, providing these are no less adequate

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than the level of security provided by the specified measures accepted by Controller at the time of signing the Order.

(16) If Processor becomes aware of breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Controller Personal Data ("**Personal Data Breach**"), Processor shall notify Controller without undue delay and provide details of such Personal Data Breach to Controller. In the event of a Personal Data Breach, Processor will without undue delay (i) take action to investigate the Personal Data Breach and to identify, prevent recurrence and make reasonable efforts to mitigate the effects of any such Personal Data Breach and (ii) to carry out any recovery or other action necessary to remedy the Personal Data Breach.

(17) Controller agrees that an unsuccessful security incident will not be subject to disclosure as per clause 16. An unsuccessful Security incident is one that does not lead to any unauthorised access to Controller Personal Data or to any of the hardware or facilities of the Processor used for storing Personal Data of the Controller. This includes but is not limited to port scans, denial of service attacks, pings and other such broadcast attacks on firewalls and unsuccessful log-on attempts.

(18) The Processor shall ensure that all personnel who have access to Company Personal Data under the terms of this Data Processing Agreement are contractually obligated to maintain confidentiality. Processor shall ensure that all personnel who have access to Controller Personal Data have undertaken training in relation to the handling of Personal Data and applicable Data Protection Legislation.

(19) Processor shall maintain records of all Personal Data Processing activities carried out on behalf of Controller containing the information prescribed in applicable Data Protection Legislation (including but not limited to the type of Personal Data Processed and the purposes for which they are processed). The Processor has made these records available at:

https://legal.broadbean.com/dpa/schedule-of-data-processing-agency.pdf

(20) Controller Personal Data will be stored by Processor exclusively within the territory of a member state of the European Union, the EEA, or the United Kingdom. To the extent that Processing of Controller Personal Data by the Processor in the course of providing the Services under the Order involves a Restricted Transfer to a sub-processor in a country outside of the EEA, Switzerland or the UK and under either the EU GDPR or UK GDPR, then the Processor shall ensure that it complies with its respective obligations and enters into the relevant clauses as set out in module three of the Standard Contractual Clauses (the "**P2P Standard Contractual Clauses**").

(21) Processor shall make available to Controller on request in a timely manner such information as is reasonably required by Controller to demonstrate Processor's compliance with its obligations under Data Protection Legislation and this Data Processing Agreement.

(22) Processor shall permit audits conducted by the Controller or another auditor mandated by the Controller for the purpose of demonstrating the Processor's compliance with its obligations under applicable Data Protection Legislation and this Data Processing Agreement. The Parties agree that such audits shall be carried out in accordance with the following specifications:

Upon Controller's request, and subject to the confidentiality obligations set forth in the Order, the Processor shall make available to Controller (or Controller's independent, third-party auditor that is not a competitor of Processor or its affiliates) information regarding Processor's compliance with the obligations set forth in this Data Processing Agreement in the form of third-party certifications and audits to the extent Processor makes them generally available to its customers. Controller may contact Processor in accordance with the "Notices" Section of the Order to request an on-site audit

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of the procedures relevant to the protection of Controller Personal Data. Before the commencement of any such on-site audit, Controller and Processor shall mutually agree upon the scope, timing, and duration of the audit. Controller shall promptly notify Processor with information regarding any non-compliance discovered during the course of an audit. Controller shall be responsible for all costs relating to an audit.

The controller acknowledges that due to security constraints physical access to the subcontracted hosting facilities as set out in the link below may not be possible and this will not be considered a breach of the Controller's right to audit:

https://legal.broadbean.com/dpa/schedule-of-subcontractors.pdf

Obligations of Controller

(23) Controller is responsible for securing data subject's rights. Processor shall assist Controller in securing such rights.

(24) Any additional reasonable costs arising in connection with the return or deletion of Controller Personal Data after the termination or expiration of the Order shall be borne by Controller.

(25) Controller is solely responsible for securing a legal basis for Processing of the Controller Personal Data by Processor in the provision of the Services. Controller hereby indemnifies Processor against all claims, and other applicable actions brought by any Data Subject/s where Controller has failed to have a legal basis for the Processing of the Controller Personal Data by Processor in the provision of the Services.

Enquiries by Data Subjects to Controller

(26) Where Controller is obliged, under the Data Protection Legislation, to provide information to an individual or a government, regulatory or supervisory authority about the Processing of his or her Personal Data, taking into account the nature of the Processing and the information available to the Processor, Processor shall assist Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests.

(27) If a data subject should apply directly to Processor to request access to, or the rectification, erasure, restriction or portability of, his personal data, or to object to the Processing of his Personal Data, Processor will forward this request to Controller without undue delay, and no later than 5 working days after receipt. Processor will only correct, delete or block the Personal Data Processed on behalf of Controller when instructed to do so in writing by the Controller.

Subcontractors

(28) Controller acknowledges and agrees that (a) affiliates of Processor are retained as subcontractors; and (b) Processor and its affiliates engage third party subcontractors to Process Company Personal Data in connection with the provision of the Services. A list of sub-processors used by the Processor in the Processing of Controller Personal Data is set out at:

https://legal.broadbean.com/dpa/schedule-of-subcontractors.pdf

Having regard to clauses 29 and 30 below Controller acknowledges that the list may be updated from time to time on the condition that prior notice is given by the Processor to the Controller

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account administrator, and allowing the Controller reasonable opportunity to object to the changes. If Controller has a reasonable basis to object to Processor's use of a new subcontractor, Controller shall notify Processor promptly in writing within seven working days after receipt of Processor's notice. In the event Controller objects to a new subcontractor(s) and that objection is not unreasonable Processor will use reasonable efforts to make available to Controller a change in the affected Services or recommend a commercially reasonable change to Controller's configuration or use of the affected Services to avoid Processing of Controller Personal Data by the objected-to new subcontractor without unreasonably burdening Controller. If Processor is unable to make available such change within a reasonable period of time, which shall not exceed 60 days, Company may terminate the Order in respect only to those Services which cannot be provided by Processor without the use of the objected- to new subcontractor, by providing written notice to Processor. Controller shall receive a refund of any prepaid fees for the period following the effective date of termination in respect of such terminated Services.

(29) Processor shall contractually require such subcontractors to comply with obligations that are substantially similar to those set forth herein, including in particular, but not limited to, the contractual requirements for confidentiality, data protection and data security.

(30) Where a subcontractor fails to fulfil its obligations under any sub-processing agreement, Processor will remain fully liable to Controller for the fulfilment of its obligations under this Data Processing Agreement.

Deletion and/or return of data and data retention

(31) Within 40 days of the end date shown on the Order or upon written request from the Controller if earlier, Processor will delete Controller Personal Data in compliance with the Data Protection Legislation. A deletion log will be created and made available on request.

(32) Whilst the Controller maintains a contractual relationship with the Processor and utilises the products and / or services of the Processor, the Processor will retain Controller Personal Data as set out below unless the Controller makes a written request for an alternative data retention period.

Product	Default Retention Period	Maximum retention period available	Length of data retention period post contract end (Grace Period)	Action upon expiry of Grace Period	Data Export
Adcourier (Apply Online Workflow)	N/A	N/A	40 days	Account deleted	N/A
Adcourier (Email Apply Workflow) aka Aplitrak	6 months from date application is received	1 year	40 days	Account deleted	Yes to client specified FTP site
Internal Search aka TalentSearch	2 years from date application is received	5 years	40 days	Account deleted	Yes to client specified FTP site
External Search	6 months	1 year	40 days	Account deleted	Yes to client specified FTP site

Processor will not retain Controller Personal Data for longer than the maximum period shown in any event.

Both Controller and Processor agree that Processor may, but is not required to, retain Controller Personal Data for a maximum of 40 days following the end of a contract period (the Grace Period)

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where no renewal contract has been agreed between the parties prior to that end date. On the expiry of the Grace Period Processor will delete all Controller Personal Data.

Where Controller use multiple products of Processor and the contract periods relating to each are not co-terminus Processor will only delete the Controller account on the expiry of the latest end date in those contracts, in the intervening period Processor will suspend Controller access to the products where contracts have expired.

Duties to Inform, Mandatory Written Form

(33) In the event that Processor (i) is required by law, court order, warrant, subpoena, or other legal judicial process to disclose any of Controller Personal Data to any person other than Controller or (ii) receives any inquiry, communication, request or complaint from any governmental, regulatory or supervisory authority, Processor shall, where legally permitted to do so, immediately notify Controller in writing and shall furnish all reasonable assistance in a timely manner to Controller to enable it to respond or object to, or challenge any such inquiries, communications, requests, or complaints and to meet applicable statutory or regulatory deadlines.

(34) No change of or amendment to this Data Processing Agreement or any of its requirements, including any commitment issued by Processor, shall be valid and binding unless made in writing and unless they make express reference to being a change or amendment to this Data Processing Agreement. Any waiver of any provision of this Data Processing Agreement shall be recorded in written form.