

DATA PROCESSING

Version 24 May 2023

THE ADDENDUM STIPULATES HOW MINGGO PROCESSES PERSONAL DATA AS A DATA PROCESSOR ON BEHALF OF CUSTOMER. THIS ADDENDUM IS PART OF THE MINGGO OFFER TOGETHER WITH THE SUBSCRIPTION AGREEMENT BETWEEN MINGGO AND CUSTOMER.

1. Definitions

- 1.1 **“Data Processing Addendum”**: This present document and all Annexes.
- 1.2 **“MINGGO”**: HRLINKIT BV, company under Belgian Law with registered office at Goudfazantenlaan 5A, 3001 Leuven (Belgium) and enterprise number BE 0474.404.927.
- 1.3 **“Customer”**: Any existing person or company using the MINGGO Platform for its legitimate commercial purposes.
- 1.4 **“MINGGO Platform”**: MINGGO’s software platform to which Customer has access upon subscription.
- 1.5 **“Personal Data”**: any information as set out in [Annex 1](#) relating to an identified or identifiable natural person; an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.6 **“Third Party”**: Any person or entity, which is not a party to the Subscription Agreement.
- 1.7 **“Sub-processor”**: Third Party engaged by MINGGO as subcontractor as listed in [Annex 2](#) to provide specific services.
- 1.8 **“Data Protection Legislation”**: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The wording “Commission”, “Controller”, “Data Subject”, “Member State”, “Breach in connection with Personal Data”, “Processing” and “Supervisory Authority” have the meaning as set out in the Data Protection Legislation and all related words will be interpreted in line therewith.

2. Data Protection

THE MINGGO PLATFORM DOES ITSELF NOT STORE DATA OF CUSTOMER AND DATA OF THIRD PARTIES PROVIDED BY CUSTOMER (UNLESS EXPLICITLY AGREED OTHERWISE). MINGGO DOES NOT ARCHIVE OR BACK-UP ANY DATA PROCESSED USING THE MINGGO PLATFORM, NOR DOES MINGGO ACCEPT ANY LIABILITY RELATED THERETO.

- 2.1 To the extent the MINGGO Platform processes any Personal Data of Third Parties on Customer’s behalf, MINGGO and Customer record their intention that, relating to the processing of the Personal Data of these Third Parties, Customer will be the data controller and MINGGO will be a mere data processor as set out in this Addendum.
- 2.2 The Customer confirms that Third Parties whose Personal Data are processed, have been informed and, if necessary, have given their consent or that there is a legal basis for processing the Personal Data.
- 2.3 Customer will ensure that it is entitled to transfer the relevant Personal Data into the MINGGO Platform and to, from and between applications in the MINGGO Platform, so that the MINGGO Platform may lawfully process the Personal Data.
- 2.4 Customer will ensure either (i) that the Third Parties whose Personal Data are processed have authorized such processing as compliant with applicable Data Protection Legislation or (ii) if necessary, personal data are delivered ‘de-identified’, meaning that the personal identifiers have been extracted from all Personal Data or are encrypted.

3. Processing of Personal Data

- 3.1 Customer acknowledges and agrees that the MINGGO Platform exceptionally may be accessed by MINGGO for the purposes of rendering services, maintenance or support only upon and after written confirmation of the Customer.
- 3.2 Where Personal Data are processed by MINGGO under the Subscription Agreement, MINGGO shall only process the Personal Data or permit the disclosure of the Personal Data to any Third Party:
 - 3.2.1 in accordance with Customer's instructions as stated in this Addendum; or
 - 3.2.2 in accordance with Data Protection Legislation.
- 3.3 Where Personal Data are processed by MINGGO under the Subscription Agreement, MINGGO shall take reasonable steps to ensure that all employees and Sub-processors who may have a need to access to the Personal Data are (i) informed of the confidential nature of the Personal Data and (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to the processing of such Personal Data.

4. Security

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties to the Subscription Agreement shall implement and ensure that they and their employees or subcontractors implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data.
- 4.2 MINGGO takes appropriate technical and organisational measures to prevent unauthorised access to the Personal Data processed using the MINGGO Platform.
- 4.3 Customer may decide when using the MINGGO Platform for instance to increase the level of security by implementing or integrating identity, user authentication or access security management software. If the Customer selects a software application in the MINGGO Platform, Customer will adhere automatically to the terms of use and privacy policy of the third-party provider of such software. The Customer itself is responsible for ensuring or verifying that it has received itself consent from a Third Party (data subject) or that the third-party provider of such software has received consent from a Third Party (data subject) or has a legal basis for such data processing activities.

5. Sub-processing

- 5.1 The Customer allows MINGGO to authorise Sub-processors to process the Personal Data subject to informing Customer of the identity of the Sub-processor as listed in [Annex 2](#). MINGGO may add or delete Sub-processors on the list in [Annex 2](#) and will notify the Customer by email or through the MINGGO Platform.
- 5.2 The Customer authorizes MINGGO to take appropriate measures to ensure an adequate level of protection for data transferred outside the EEA and Processed by a Sub-processor outside of the EEA. This includes the conclusion of a sub-processing agreement considering the Standard Contractual Clauses.
- 5.3 MINGGO is liable to Customer for any failure by a Sub-processor to fulfil its obligations in relation to the processing of any Personal Data. MINGGO is not liable if the Customer entered directly (even through the MINGGO Platform or through any marketplace where the MINGGO Platform may be offered) into a contractual relationship with the Sub-processor or if the Customer has accepted the terms of use and privacy policy of the Sub-processor.

- 5.4 If the Customer unreasonably objects to a Sub-processor, or unreasonably delays any response to a written request from MINGGO related thereto, HRLINKT reserves the right to terminate the Subscription Agreement without any compensation being due.

6. Rights of a Data Subject

- 6.1 Where Personal Data are processed by MINGGO under the Subscription Agreement, MINGGO shall co-operate as reasonably requested by the Customer to the extent necessary to enable the Customer (i) to comply with any exercise of rights by a data subject under the Data Protection Legislation in respect of Personal Data processed by MINGGO or (ii) to comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to MINGGO's right to charge Customer any reasonable costs for such assistance.

7. Data protection impact assessment

- 7.1 MINGGO shall provide, solely in relation to processing of Personal Data by MINGGO, reasonable assistance to Customer related to a data protection impact assessment and prior consultations with the competent Supervisory Authorities, which are required under the Data Protection Legislation. MINGGO shall provide such assistance subject to payment by Customer of any reasonable costs.

8. Audit

- 8.1 Upon request, MINGGO shall make available to Customer all information necessary to demonstrate compliance with its obligations under this Addendum.
- 8.2 MINGGO shall allow for and contribute to one (1) audit per calendar year within business hours and subject to reasonable advance notice and at least three (3) working days, including inspections, conducted by Customer or another auditor mandated by Customer, without prejudice to MINGGO's right to charge Customer any reasonable costs for such assistance.

9. Breach in connection with Personal Data

- 9.1 Where Personal Data are processed by MINGGO under the Subscription Agreement, MINGGO shall notify Customer without undue delay after becoming aware of a Personal Data breach.
- 9.2 MINGGO shall assist Customer, taking into account the nature of processing and the information available to MINGGO, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data breach under the Data Protection Legislation, without prejudice to MINGGO's right to charge Customer any reasonable costs for such assistance.

10. Duration and deleting or returning Personal Data

- 10.1 This Addendum enters into force upon signing and ends upon termination of the Subscription Agreement.
- 10.2 MINGGO shall cease processing the Personal Data upon the termination or expiry of the Subscription Agreement and delete the Personal Data, except if legislation in the European Union or in a Member State requires that Personal Data are kept.
- 10.3 Upon request of the Customer MINGGO will confirm in writing that it has complied with such obligation within thirty (30) calendar days after termination of the Subscription Agreement.

11. Transfer of Personal Data

- 11.1 Customer acknowledges and agrees that the Personal Data may be transferred to any data-servers hosted by a Sub-processor of MINGGO in any country of the European Economic Area (EEA).
- 11.2 MINGGO may enter into agreements with Sub-processors outside the EEA such as for instance the UK or the US. The level of data protection in countries outside the EEA may be less than the level of data protection offered within the EEA.
- 11.3 When Personal Data are transferred to any data-servers in the UK or the US, MINGGO will undertake its best effort to assure an adequate level of protection and safeguards as set forth in Data Protection Legislation with the recipient of Personal Data.
- 11.4 Customer agrees that a transfer outside the EU is permitted when it is necessary for the purpose of legitimate interests of both the Customer and MINGGO.

12. Miscellaneous

- 12.1 If any provision of this Addendum is or becomes illegal, invalid or unenforceable, in any respect, whether by law, a decision of any court or administrative body of competent jurisdiction or otherwise It shall not affect or impair the legality, validity or enforceability of any other provision of this Addendum and the parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision.
- 12.2 If there is new guidance or a change in the Data Protection Legislation or case law, MINGGO may implement any changes to the MINGGO Platform and/or amend this Addendum without prior approval of the Customer. Any non-mandatory changes will enter into force after prior notification of the Customer and in absence of any written reaction within one (1) month after the date of such notification.

Signed on by the authorized representatives of each of the parties, in as many versions as there are parties. Each party recognizes having received its personal version at least in a digital format.

Annexes

- Annex 1: Details of processing of Personal Data
- Annex 2: Sub-processors

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes further information relating to the processing activities, in addition to the information already provided in the Data Processing Addendum.

1. Individuals

The personal data concern the following categories of Data Subjects:

<u>Categories of Data Subjects</u>	<u>Strike through or remove if not applicable</u>
Candidate	Yes
Employee	Yes
Temp (interim)	Yes
Freelance (independent contractor)	Yes
Contact person (external stakeholder in hiring process)	Yes
Software user (internal stakeholder in hiring process)	Yes
Other categories of data subjects (please specify)	No If yes, [please specify]

2. Nature and Purpose(s) of the Processing

<u>Nature and purpose of the Processing</u>	<u>Strike through or remove if not applicable</u>	<u>Individuals</u>
Applying - The process of gathering personal data based on marketing initiatives like newsletters, white papers, orientation tests and others. The purpose is to find interested persons for the jobs or services rendered. Consent is also asked to the processing of personal data for marketing purposes.	Yes	Candidate
Profile building / Engaging - The process of for example sending job alerts to interested persons based on the info gathered by marketing. The purpose is to inform and hopefully engage the interested person to apply for a job.	Yes	Candidate
Matching - This is the process that matches a candidate with a job based on the interests of the candidate. The purpose is to offer relevant jobs to the candidate.	Yes	Candidate
Applying for a job - Provide the candidate the means through a web interface to apply for a job. The purpose is to gather the necessary information about the candidate to be able to offer a job. Consent is also asked to the processing of personal data.	Yes	Candidate

<p>Testing - Processing the testing results of the candidate. The purpose is evaluate the candidate to see if the candidate has the necessary skills for the job.</p>	Yes	Candidate
<p>Interview - Processing the interview flow (interview invites) and results of the candidate. The purpose is to evaluate the motivations of the candidate for the job and if needed to gather more information about the candidate.</p>	Yes	Candidate
<p>Talent pool / availability - The placement of candidates in talent pools with their availability data. The purpose is to quickly be able to find candidates for a job.</p>	Yes	Candidate
<p>Contract / contract extension - Processing the contracting or contract extension flow for the person. The purpose is to offer or extend a contract to the person.</p>	Yes	Employee Temp (interim) Freelance (independent contractor)
<p>Evaluation - Processing the evaluation flow (evaluation invites) and results of the person. The purpose is to evaluate the performance of the person for the job.</p>	Yes	Employee Temp (interim) Freelance (independent contractor)
<p>Account creation - Is the process of creating an account on the application with the purpose to be able to use the application.</p>	Yes	Candidate Employee Temp (interim) Freelance (independent contractor) Software user
<p>Reporting - Is the process where reports are created that allow a better visualisation of other processes. The purpose is to inform so that follow up actions can be taken if needed.</p>	Yes	Candidate Employee Temp (interim) Freelance (independent contractor) Contact person Software user
<p>Social documents & administration - This is the flow where the necessary social documents are created and managed as required by law. The purpose is to comply with the law.</p>	Yes	Employee Temp (interim) Freelance (independent contractor)
<p>Timesheets - The flow to allow a person to fill in their timesheets. The purpose is to gather the amount of time the person has worked so as to be able to calculate their salary.</p>	Yes	Employee Temp (interim) Freelance (independent contractor)

Payroll - The process to pay the salary and other compensations to a person.	No	Employee Temp (interim) Freelance (independent contractor)
Invoicing - The process to bill the work done by a person to a client.	No	Employee Temp (interim) Freelance (independent contractor)
Data conversion API (for example to transfer data between a website and an ATS).	No	Candidate Employee Temp (interim) Freelance (independent contractor) Contact person Software user
Minggo back office access - Provide access to a user so that they can create and manage Minggo apps.	Yes	Software user
Licensing - Logging of the app logins per month. The user identifier is logged as a hash to anonymize the user logging in. The identifier used is determined by the client. The same data is also used for client platform use metrics (see below).	Yes	Candidate Employee Temp (interim) Freelance (independent contractor)
Client platform use metrics - Show graphs / metrics about the use of the clients platform based on the app logins logs.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor)
Support - Providing support to the back office users for the use of Minggo	Yes	Software user
Minggo feature use - Measuring how various Minggo features are used by back office users.	Yes	Software user
Auditing - Auditing of actions taken in the back office by back office users.	Yes	Software user
Other	No If yes, [please specify]	

3. Categories of Personal Data

The Personal Data concern the following categories of Personal Data:

<u>Categories of Personal Data</u>	<u>Strike through or remove if not applicable</u>	<u>Individuals</u>
Identification data. Examples are surname, first name, age, gender, date of birth, electronic identification data (such as IP address, cookies), license plate.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor) Contact person Software user
Contact data. Examples are address, telephone number, email address.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor) Contact person Software user
Location data. Examples are location data from GPS or mobile phones.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor)
National identification number	Yes	Employee Temp (interim)
Financial identification data. Examples are bank account number, card number, PIN code.	Yes	Employee Temp (interim) Freelance (independent contractor)
Income and asset data. Examples are salary, data concerning assets (such as the house of a client and the characteristics of that house), data concerning savings or financial instruments.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor)
Lifestyle and habits. Examples are tobacco consumption, alcohol consumption, data related to trips.	Yes	Candidate
Leisure activities and interests. Examples are hobbies, sports and other interests.	Yes	Candidate

Relational data. Examples are marital data, data concerning family members.	Yes	Employee Temp (interim)
Education and training data. Examples are, certifications, professional experiences.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor)
Professional data. Examples are data concerning the termination of an employment, attendance, salary.	Yes Such as all aforementioned	Candidate Employee Temp (interim) Freelance (independent contractor)
Image recordings. Examples are, photo, video recording.	Yes	Candidate Employee Temp (interim) Freelance (independent contractor)
Any other category	No	

The Personal Data concern the following special categories of data:

<u>Special categories of data</u>	<u>Strike through or remove if not applicable</u>	<u>Individuals</u>
Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning a natural person's sex life or sexual orientation.	No	
Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health.	No	
Personal data relating to criminal convictions and offences.	No	

4. MINGGO Support

Those employees of MINGGO and subcontractor with a need-to-know who may access the MINGGO Platform for the purposes of rendering services, maintenance or support.

5. Instructions

Customer hereby provides the following instructions to MINGGO to process Personal Data:

<u>Instructions</u>	<u>Strike through or remove if not applicable</u>
<p>Data consultation: Data consultation refers to MINGGO services whereby Personal Data may be viewed by MINGGO ST, such as, but not limited to, service desk services, (remote) monitoring services, system management services, technical application management, vulnerability scanning services, reporting services in governance and software asset management services.</p>	Yes
<p>Data transmission [standard not applicable unless agreed in writing with Customer]: Data transmission refers to MINGGO services whereby Personal Data is transported to, from or between applications on the MINGGO Platform. Data transmission activities include: the supply of LAN services, Wide Area Network services, data centre interconnect services, load balancing services, etc.</p>	Yes
<p>Data storage [standard not applicable unless agreed in writing with Customer]: Data storage refers to MINGGO services whereby Personal Data are recorded in a MINGGO supplied storage medium.</p> <p>Exceptions are personal data that is needed for Minggo to fulfil the following tasks:</p> <ul style="list-style-type: none"> ● Minggo back office access ● Licensing (hashed user identifier) ● Support ● Minggo feature use ● Auditing <p>These processes are explained in “Nature and Purpose(s) of the Processing”.</p>	No
<p>Data alteration [standard not applicable unless agreed in writing with Customer]: Data alteration refers to MINGGO services whereby Personal Data may be altered or adapted manually or by automated means such as an automated job flow supported by a job scheduling system.</p>	Yes
<p>Software testing [standard not applicable unless agreed in writing with Customer]: Software testing refers to MINGGO service whereby Customers’ databases containing Personal Data are used as part of the process to test operability with the MINGGO Platform or Customer's own software applications.</p>	Yes

ANNEX 2: LIST OF SUB-PROCESSORS

Available on the following URL or in the MINGGO Platform.

<https://minggo.io/privacy-and-terms/>