

Last Revised: August 2022

HIRED DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) includes: (i) the provisions set forth herein; (ii) Terms of Service which include Our Privacy Policy located at www.hired.com/terms, and www.hired.com/privacy, respectively, and/or (iii) your Master Subscription Agreement or other Services agreement you have entered into with Hired (as may be applicable, and collectively as applicable referred to as the “Agreement”). This DPA identifies how We will process Your Data in connection with Your use of Our Site and/or Service (collectively “Service”), as well as either party’s obligations with respect to applicable Data Protection Legislation (defined below). This DPA will remain in effect throughout Your use of the Hired Site or Service, and may be updated pursuant to the Modifications provision of the Terms of Service as may be deemed necessary by Hired. In the event You do not agree with any term of the DPA You are prohibited from accessing Our Site and using the Service.

***** IF YOU DO NOT AGREE WITH THIS DATA PROCESSING AGREEMENT YOU MUST NOT ACCESS THE SERVICE. *****

OVERVIEW

Both You and Hired shall process Personal Data pursuant to the terms set forth herein and in accordance with (a) the California Consumer Privacy Act, Cal. Civ. Code 1798.100 et. Seq. (the “CCPA”); (b) the UK GDPR and the Data Protection Act (“UKDPA”); and (c) the European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC), and any legislation or regulation pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (Regulation (EU) 2016/679)), and all other applicable laws relating to processing of personal data and privacy that may exist in any applicable jurisdiction (“Data Protection Legislation”). Any capitalized, undefined terms that are not defined herein shall have the meaning set forth in the Agreement. For purposes of the DPA “Your Data” shall mean “Personal Data” as defined by the Data Protection Legislation. Additionally, “Controller,” “Processor,” “Data Subject,” “Processing,” “Sub-processor,” and “Appropriate Technical and Organizational Measures” shall also have the meanings specified in the Data Protection Legislation.

DATA PROTECTION LEGISLATION COMPLIANCE

Processor and Controller. The parties agree that Hired and Client may be both a Processor and a Controller of Personal Data and accordingly agree to process Personal Data: (i) for legitimate business purposes, including for Client specifically only for considering Data Subjects’ employability within Your organization (and hiring such); (ii) as specified in the Agreement (iii) as permitted by Data Protection Legislation; and (iv) as otherwise permitted by a Candidate or applicable Data Subject. Please see Schedule A hereto for more detail on Personal Data processing. Where Client acts as Controller, Client shall in relation to Hired be deemed as an additional and independent Controller with the respective controller rights and obligations under this DPA (as applicable, for example, to its interactions with Candidates).

Appropriate Technical and Organizational Measures. Both parties agree to use Appropriate Technical and Organizational measures to ensure the proper treatment of Personal Data and the ability to accordingly respond to Data Subject requests pertaining to use of Personal Data. Hired shall implement and maintain appropriate technical and organizational measures to protect Data against unauthorized or unlawful processing, including protecting against improper loss, destruction, modification, or disclosure. These measures will be reasonable and appropriate with respect to the Personal Data processed.

DATA SUBJECTS REQUEST AND DISPUTE RESOLUTION

Both parties will comply with Data Subject requests as required by applicable Data Protection Legislation and any other applicable law. Client agrees to immediately forward each Data Subject request to Our Data Protection Lead at support@hired.com where applicable and promptly notify Hired of all Data Subject disputes applicable to Hired and work in good faith to resolve any dispute to the Candidate’s satisfaction. You are not to resolve any dispute or conflict on Hired’s behalf. Specifically, and among other rights that may be available to Data Subjects, the parties agree that Data Subjects have a right to: consent withdrawal, access to and modification of Personal Data, object to processing of their Personal Data, erasure of their Personal Data, and other rights under Data Protection Legislation (and the parties agree to adhere to all such rights in accordance with Data Protection Legislation).

IMPACT TO THE SERVICE

You understand that a Data Subject's request may impact their ability to serve as a Candidate. Any Candidate who exercises her or his rights under the Data Protection Legislation after You have viewed or accessed that Candidate's profile may preclude that Candidate from participating through the Hired Service. Irrespective of the exercise of this right, such Candidates will continue to be counted as an Interview Request and Qualified Introduction.

PERSONAL DATA BREACHES

If either party becomes aware of a Personal Data Breach (defined as an accidental or unlawful destruction, loss, improper alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or similar incident involving Personal Data) that concerns the other party, it will immediately notify the other party in writing. The party that was subject to the Personal Data Breach shall notify Data Subjects and appropriate parties as required by the Data Protection Legislation and shall otherwise remediate the incident and liabilities stemming therefrom. The party subject to the Personal Data Breach shall conduct an investigation regarding the same and will use industry standard technology, methods and other related practices to mitigate the effects of the Personal Data Breach and shall use industry standard measures to prevent any further breaches in the future.

SUB-PROCESSORS

In the event either party engages a third-party Sub-processor to assist with the performance of its duties under this DPA that party shall ensure that the Sub-processor complies with applicable laws, rules, and regulations, and maintains no less stringent requirements than those of this DPA. A current list of material third party Sub-processors with respect to Hired's provision of the Service can be found here: <https://hired.com/sub-processors> (the "Sub-Processor List Page"). In the event of any anticipated or intended change to Hired's third-party Sub-processors, Hired will update the Sub-processor List Page accordingly, pursuant to the terms and conditions set forth on the Sub-Processor List Page.

DATA TRANSFERS

Each party is entitled to process Personal Data, in accordance with this the Agreement (including this DPA) outside the country (via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection) in which they are located but only as permitted under Data Protection Law. Thus, Hired and Client accordingly agree to the Standard Contractual Clauses Module 1 (Controller to Controller) and Module 2 (Controller to Processor) and the equivalent U.K Standard Contractual Clauses (defined below), in order to permit such transfer.

"Standard Contractual Clauses" means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. For the avoidance of doubt Modules 1 (Controller to Controller) and 2 (Controller to Processor) located at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en of the Standard Contractual Clauses shall accordingly apply to Hired and Client.

"UK Standard Contractual Clauses" means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022, incorporated herein by reference. The UK International Data Transfer Addendum is available for download at the [UK Information Commissioner's Website](#) (or any subsequent final version thereof which shall automatically apply).

CONFIDENTIALITY

Neither party will improperly access, use, or disclose Personal Data to any third party, except, as necessary to use the Service for the Service's intended purpose (in the case of the Client) or maintain or provide Services (in the case of Hired); and/or as may necessary to comply with the applicable Data Protection Law(s) or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends a demand for Personal Data, the receiving party will attempt to redirect the governmental body to request that data directly from the applicable party. If compelled to disclose Personal Data to a governmental body, then the party receiving such notice will give reasonable notice of the demand to allow the applicable party to seek a protective order or other appropriate remedy unless a party is legally prohibited from doing so.

SECURITY

Hired has implemented and will maintain industry standard technical and organizational measures that address the (i) security of Services; (ii) physical security of the facilities; (iii) controls around employee and contractor access to Personal Data and the technical and organizational measures used to safeguard the same. Additionally Hired maintains a SOC2 security certification. Please see Schedule B attached hereto for more information about the security protocols we use in

connection with Services.

Client agrees to establish and maintain, in writing, an information security and privacy program consistent with this DPA and applicable Data Protection Law(s) ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls sufficient to protect the Personal Data it processes from unauthorized or unlawful destruction, loss, alteration, disclosure or access.

CCPA

Neither party shall retain, use, or disclose data for any purpose other than for the purposes set out in the Agreement and this DPA and as permitted under the CCPA and Data Protection Legislation. In no event shall either party sell Personal Data.

AUDIT

Both parties shall, as reasonably requested and reasonable necessary or required by applicable law, allow the other party to conduct an audit or inspection during the term of the Agreement to confirm compliance with this DPA, which may include providing reasonable access to the premises, resources and personnel used by You in connection with the provision of the Service, specifically to verify the processing of Personal Data in accordance with that party's obligations under the DPA and applicable Data Protection Legislation. Such audit shall consist solely of: (i) written information (such as security policies) and (ii) interviews with personnel as may be reasonably necessary to verify compliance. For clarity, no access to any part of a party's IT system, data hosting service providers, sites, or centers, or infrastructure will be permitted.

CONFLICTS

The terms and conditions of this DPA shall prevail over any additional or conflicting terms in the Agreement with respect to the treatment of Personal Data. Unless otherwise modified herein, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this DPA and another Agreement provision the terms of this DPA shall control with respect to the treatment of Personal Data.

ENFORCEMENT

This DPA is deemed agreed upon and enforceable between the parties as of the date You sign up or use the Site or Service. This DPA is incorporated into the Terms of Use of the Site by reference. You may request support by contacting support@hired.com.

SCHEDULE A

This Schedule A further describes the Processing of Personal Data:

1. List of Parties (Data export and Data Importer)

a. Data Exporter(s) (Controller): Vetterly, Inc. dba Hired (in providing certain data to Client) – see the description of services in the Agreement (e.g. provision of Candidate data to Client).

Contact details: Office of the Data Protection Officer – legal@hired.com.

As of the date of acceptance of the Agreement between the parties, data exporter is deemed to have signed the Standard Contractual Clauses and UK Standard Contractual Clauses.

b. Data Exporter(s) (Controller): The data exporter may also be the Client providing Personal Data to Hired in connection with the Agreement. See the description of services in the Agreement and information to be provided by Client in utilizing the services (e.g. provision of Client user data to Hired).

As of the date of acceptance of the Agreement between the parties, data exporter is deemed to have signed the Standard Contractual Clauses and the UK Standard Contractual Clauses.

c. Data importer(s) (Controller): The data importer in some cases will be the Client receiving Personal Data in connection with the Agreement (e.g. receipt of Candidate data from the Services). See the description of services in the Agreement and applicable data to be received by Client.

Signature and date: As of the date of acceptance of the Agreement between the parties, data importer is deemed to have also entered into the Standard Contractual Clauses and the UK Standard Contractual Clauses.

d. Data importer(s) (Processor): The data importer in some cases will be Hired in receiving Personal Data in connection with the Agreement – see description of Services (e.g. receipt of Client's user data).

Signature and date: As of the date of acceptance of the Agreement between the parties, data importer is deemed to have also entered into the Standard Contractual Clauses and the UK Standard Contractual Clauses.

2. Description of transfer

a. Nature and Purpose of Processing. Hired and Client will each transfer Personal Data as necessary to make Services available (Hired) or receive Services (Client) pursuant to the terms of the Agreement.

b. Duration of Processing. The parties will process Personal Data during the term of the Agreement. Notwithstanding the foregoing, either party may retain Personal Data, or any portion thereof, if required by the applicable Data Protection Law(s), provided that such Personal Data remains protected in accordance with the terms of the Agreement and all applicable Data Protection Laws.

3. Categories of Data Subjects

- Employees or contact persons using or providing Services (or authorized to use or provide the Services).
- Individuals registered as Candidates on the Hired Service.

4. Categories of Personal Data

Categories of data may include:

- Name
- Address
- Telephone number
- Email address
- Financial or other payment processing information
- Other data collected that could directly or indirectly identify Data Subjects.

5. Special Categories of Personal Data

Personal Data may include a subset of information which may be considered sensitive and require special treatment under Data Protection Law ("Sensitive Data"). While Sensitive Data is generally not provided or collected, each party is responsible for applying any additional restrictions or safeguards that may be triggered by the receipt of the same. This may include but not be limited to the incorporation of additional training and the implementation of additional technical and organization measures required by the Data Protection Law. Please see Schedule B for more information about the technical and organizational measures Hired deploys with Services.

6. Additional details

- a. Categories of Personal Data transferred are described above and as set forth in Our Privacy Policy.
- b. The frequency of the transfer is on a continuous basis during term of the Agreement between the parties.
- c. Nature of the processing is described in the Agreement between the parties.
- d. Purpose(s) of the data transfer and further processing are described in this DPA and Our Privacy Policy and Terms of Use.
- e. The duration for which Personal Data is retained is described in this DPA and in Our Privacy Policy.
- f. Applicable Modules of the Standard Contractual Clause and U.K. Standard Contractual Clauses are as follows:
Module 1: Controller to Controller and Module 2: Controller to Processor.

7. Competent supervisory authority

The supervisory authority shall be the competent supervisory authority that has supervision over the exporting party.

SCHEDULE B

Technical and organisational measures include but are not limited to the following:

1. Technical and Organizational Measures

Hired is committed to protecting personal information, and Client must commit to such as well. Taking into account the best practices, the costs of implementation and the nature, scope, circumstances and purposes of processing as well as the different likelihood of occurrence and severity of the risk to the rights and freedoms of Data Subjects.

2. Data Privacy Program

We have a Data Privacy Program which was established to maintain a global data governance structure and to secure personal information throughout its lifecycle. This program is driven by Our Data Protection Lead, whom oversees the implementation of privacy practices and security measures.

3. Integrity

- Appropriate change and log management controls are in place to maintain the integrity of Personal Data.

4. Access Policy

- We maintain a record of security privileges of individuals whom have access to Personal Data.

5. Access Authorization

- Hired maintains and updates a record of personnel authorized to access Services and Personal Data or Professional Services Data.
- Hired ensures that where more than one individual has access to systems containing Personal Data, that such individuals have separate identifiers and log-ins.
- Technical support personnel are generally permitted to have access to Personal Data and Services when needed.
- Hired restricts access to Personal Data to only those individuals who require such access to perform their job function.

6. Integrity and Confidentiality

- We instruct Our personnel to disable their log in sessions when leaving their computers left unattended.
- We use a variety of physical and logical measures to protect the confidentiality of Personal Data. Those measures by way of example include:

- Access control to prevent Unauthorized Access and Anti-Virus safeguards

- Encryption functionality

- Data Minimization

- Security Testing

7. Authentication

- We use industry standard practices to identify and authenticate users who attempt to access Our information systems.
- Where authentication mechanisms are based on passwords, We require that the passwords are renewed regularly.
- Hired monitors, or enables Client to monitor, repeated attempts to gain access to the information system using an invalid password.
- Hired uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

8. Incident Response Process

- In the event of a Security Incident We will notify You within 72 hours and/or as otherwise required by applicable law.

9. Service Monitoring

- We, through Our Sub-processors, maintain emergency and contingency plans for the facilities in which Our information systems that process Personal Data or are located.