DATA PROCESSING AGREEMENT
ANNEX TO TARGETSKILL TECHNOLOGIES OÜ TERMS OF USE AGREEMENT

This Data Processing Agreement (hereinafter the "**Agreement**") has been concluded on _____ by and between

_____, registry code_____, with its registered address at _____ (hereinafter referred to as the **Customer**), represented by member of the management board _____, and

TargetSkill Technologies OÜ*,* registry code: 16467349 with its registered address at A. Lauteri 3, 10114 Tallinn, Estonia (hereinafter referred to as the **Supplier**), represented by member of the management board Fong Kam Ling,

Customer and Supplier hereinafter jointly called as the "**Parties**" and each separately a "**Party**".

1.   DEFINITIONS

For the purposes of this Agreement, unless expressly otherwise stated or evident in the context, the following capitalised terms shall have the following meanings, the singular (where appropriate) shall include the plural and *vice versa*, and references to Sections shall be references to sections of this Agreement:

"**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data;

"**Data Protection Laws**" means applicable data protection legislation, such as the GDPR, and laws implementing or supplementing the GDPR;

"**Data Subject**" means an identified or identifiable natural person; an identifiable natural person is one 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;

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council;

"**Services**" has the meaning set out in Section 2.1;

"**Services Agreement**" has the meaning set out in Section 2.1;

"**Subprocessor**" has the meaning set out in Section 5.1;

"**Standard Contractual Clauses**" means the standard contractual clauses which are adopted by the European Commission or by a supervisory authority in accordance with Data Protection Laws;

"**Technical and organisational measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller;

"**Personal Data**" means any information relating to Data Subject which is sent to the Supplier, is accessed by the Supplier or is otherwise Processed by the Supplier on the Customer's behalf in relation to the Services;

"**Personal Data Breach**" means breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

"**Processing**" means any operation where the Supplier or its Subprocessors process Personal Data, whether or not by automated means, such as collection, recording,

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organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2. BACKGROUND AND PURPOSE

2.1. The Supplier and the Customer have entered into a [...] agreement for providing [...] services (hereinafter the "**Services Agreement**") based on which the Supplier provides [...] services to the Customer (hereinafter the "**Services**").

2.2. For the purpose of provision of the Services, the Customer provides the Supplier with an access to Personal Data. To the extent that such information includes Personal Data in respect to which the Customer is the Controller, by this Agreement, the Customer appoints the Supplier as Processor of such Personal Data, subject to the terms and conditions set forth in this Agreement.

2.3. This Agreement forms part of the Services Agreement.

3. PROCESSING OF PERSONAL DATA

3.1. The categories of Data Subjects and the types of Personal Data processed for the purpose of providing the Services are:

3.1.1. types of Personal Data: ;

3.1.2. categories of Data Subjects:
- Name
- Company Name
- Your Contact Information
- Your company's job openings
- Hiring Requirements
- Company information such as recruitment process, employees' policies and benefits
- Any other information as shared by you required to facilitate a successful delivery of our services
- Candidates' Name
- Candidates' Past Employment History
- Candidates' Contact Information
- Candidates' past and expected salary
- Candidates' Work Requirements
- Candidates' Skills
- Candidates' Location
- Candidates' Work Portfolio
- Candidates' Last Drawn Remuneration and Expected Remuneration
- Any other information as shared by you required to facilitate a successful delivery of our services.

3.2. Supplier agrees to Process Personal Data in accordance with the instructions of the Customer, unless otherwise required by Data Protection Laws or other European Union or its Member State law to which the Supplier is subject; in such a case, the Supplier shall inform the Customer of that legal requirement before Processing, unless prohibited by law. The Customer's instructions are provided in this Agreement and the Services Agreement. Any further instructions that go beyond the instructions contained in this Agreement or the Services Agreement shall be within the subject matter of the Services Agreement and this Agreement.

3.3. Supplier shall immediately notify the Customer if it considers that an instruction from the Customer is in breach of the Data Protection Laws.

_____   _____
Customer   Supplier

3.4. The Customer shall be responsible for requests made by Data Subjects seeking to excercise their rights under the Data Protection Laws. The Customer shall notify the Supplier of such request if complying with it requires action from the Supplier. Accordingly, the Supplier shall immediately notify the Customer if it receives such request from a Data Subject under the Data Protection Laws, and shall assist the Customer by providing such information to the Customer as the Customer may require, and within the time period specified by the Customer in complying with the rights and rightful requests of the Data Subjects, or with notices served by the relevant supervisory authority or any other law enforcement or regulatory authority. The Supplier or Subprocessor shall not itself respond to requests from a Data Subject except on the documented instructions of the Customer or as required by applicable laws to which the Supplier or the Subprocessor is subject, in which case the Supplier shall to the extent permitted by applicable laws inform the Customer of that legal requirement before the Supplier or the Subprocessor responds to the request.

3.5. Taking into account the nature of the Processing, the Supplier shall implement and maintain appropriate technical and organisational measures in order to ensure a level of security appropriate to the risk and protect the Personal Data, and assist the Customer in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the Processor.

3.6. The Supplier shall not transfer any of the Personal Data to a country outside of the European Union or European Economic Area unless:

3.6.1. the Personal Data is transferred to a country approved by the European Commission as providing an adequate level of protection for the Personal Data;

3.6.2. the transfer is made pursuant to Standard Contractual Clauses; or

3.6.3. other appropriate legal data transfer measures are used.

3.7. The Supplier shall promptly inform the Customer if the Supplier becomes aware of any Personal Data Breach at the Supplier or its Subprocessor and in such case the Supplier shall assist the Customer with the Customer's oligation under Data Protection Laws to inform the Data Subjects and the supervisory authorities within the required time period, as applicable, by providing the necessary information taking into account the nature of the Processing and the information available to the Supplier. The Supplier shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach

4. AUDIT RIGHTS

4.1. The Customer shall have the right to audit the Supplier's operations relevant to the performance of this Agreement upon the provision of five (5) business days' prior written notice. If the date proposed by the Customer is not suitable for the Supplier, the Customer can appoint another date that cannot be later than five (5) business days from the original date. The Customer is responsible for the costs of the audit. However, should the audit reveal any violation or breach of this Agreement or Data Protection Laws by the Supplier or its Subprocessor, the Supplier shall compensate the Customer for the costs arising from the audit and remedy the breach.

4.2. The audit shall be performed on a business day during the working hours of the Supplier. The Supplier undertakes to co-operate in good faith with the Customer and provide the Customer with such information that the Customer requests in order to demonstrate that the Supplier has acted in compliance with the Data Protection Laws and this Agreement.

5. USE OF SUBCONTRACTORS

_____   _____
Customer   Supplier

5.1. If the Supplier uses subcontractors for the provision of the Services and such subcontractor is provided by the Supplier with Personal Data in respect to which the Customer is Controller (hereinafter the "**Subprocessor**"), the Supplier shall ensure that such Subprocessors comply with the terms of this Agreement, inter alia including the obligation to implement technical and organisational measures in such a manner that the Processing will meet the requirements of the Data Protection Laws and this Agreement.

5.2. If Supplier intends to engage sub-processors to help it satisfy its obligations in accordance with this Agreement or to delegate all or part of the processing activities to such sub-processors, Supplier must (i) keep an exclusive of the list of sub-processors which Supplier maintains online; (ii) remain liable to Customer for the sub-processors' acts and omissions with regard to data protection where such subprocessors act on Supplier's instructions; and (iii) enter into contractual arrangements with such subprocessors binding them to provide the same level of data protection and information security to that provided for in this Agreement. Current sub-processors are listed in the Annex A. Hereby Customer provides Supplier with general written authorization for engaging sub-processors, Supplier shall inform Customer of any intended changes concerning the addition or replacement of other sub-processors, thereby giving Customer the opportunity to object to such changes.

5.3. The Supplier shall be liable for the Subprocessor's actions and omissions under this Agreement, as if they were its own actions or omissions.

6. CONFIDENTIALITY

6.1. The Supplier undertakes that all its personnel processing Personal Data are bound by the duty of confidentiality.

6.2. If the Supplier engages a Subprocessor to peform its engagement, it shall ensure that the Subprocessor and its personnel are bound by the duty of confidentiality.
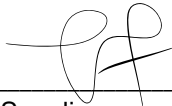
7. TERM AND TERMINATION

7.1. This Agreement shall apply during such time period as the Supplier Processes Personal Data on behalf of the Customer. The termination of Personal Data Processing takes place on the first of the following events taking place:

    7.1.1. the Customer requests the Supplier to delete or return the Personal Data and stop Processing thereof;

    7.1.2. the Supplier's obligation to provide Services to the Customer ceases permanently due to termination or expiration of the Services Agreement; or

    7.1.3. either Party terminates this Agreement by giving a prior written notice to the other Party no later than one (1) month prior to the termination.

7.2. Upon termination of the Personal Data Processing, the Personal Data shall, at the Customer's discretion, either be returned to the Customer, to the extent possible, or be deleted unless any applicable law (including European Union law or national law) to which the Supplier is subject requires storage of the Personal Data.

7.3. Obligations which by their nature (e.g. duty of confidentiality) should survive termination or expiration of the Services Agreement, shall so survive.

8. CLAIMS AND DAMAGES

8.1. Both Parties shall give a written notice to the other Party, without undue delay, of any claim made against it in connection with processing of Personal Data under this Agreement.

8.2. To the extent due to the Supplier's or its Subprocessor's breach of the Agreement and/or Data Protection Laws, the Supplier shall be fully liable for damage caused to

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Customer   Supplier

the Customer and a Data Subject as a consequence of Processing contrary to the provisions of this Agreement and/or Data Protection Laws.

9. APPLICABLE LAW AND DISPUTES

9.1.   This Agreement shall be governed by Estonian law excluding its conflicts of law rules.

9.2.   Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the courts of the Republic of Estonia.

10. MISCELLANEOUS

10.1.   Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or – should this not be possible – (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. The foregoing shall also apply if this Agreement contains any omission.

10.2.   Any amendments to this Agreement shall be made in writing and be signed by duly authorised representatives of the Parties.

10.3.   In case of any conflict between the terms of this Agreement and the Services Agreement, the provisions of this Agreement shall prevail.

This Agreement has been executed in two (2) identical counterparts, one (1) for each Party.

Customer: **Supplier:**

_____   _____

Name:_____   Fong Kam Ling
Member of the management board   Member of the management board
Company Name: _____   TargetSkill Technologies OÜ

Annex A: list of sub-processors

Annex A:

Company Name	Website	Data Processing Agreement
Google Analytics	https://analytics.google.com/analytics/web/	https://support.google.com/analytics/answer/3379636?hl=en
Mixpanel	mixpanel.com	https://mixpanel.com/legal/dpa/
AWS Amazon	https://aws.amazon.com/	https://aws.amazon.com/blogs/security/aws-gdpr-data-processing-addendum/
NHost	https://nhost.io/	https://nhost.io/legal/data-processing-agreement
FullStory	https://www.fullstory.com/	https://help.fullstory.com/hc/en-us/articles/360020829033-Sign-a-DPA-with-FullStory

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Customer   Supplier