

## PEQUITY ADDENDUM TO THE DATA PRIVACY APPENDIX

This Pequity Addendum to the Data Privacy Appendix and the related Exhibits applies to the Pequity services.

### SECTION I – General

1. Order of Precedence. In the event of a conflict between the Data Privacy Appendix and the Pequity Addendum, then the Pequity Addendum will prevail. Furthermore, in the event of a conflict between the Agreement, this Data Privacy Appendix, the Pequity Addendum, and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) Pequity Addendum; (c) this Data Privacy Appendix; and (d) the Agreement.
2. Subprocessors. The Pequity Subprocessor list is accessible at: [https://pequity.com/shared/pequity\\_subprocessors.pdf](https://pequity.com/shared/pequity_subprocessors.pdf). Such list may be updated from time to time.

### SECTION II – GDPR/UK GDPR

3. International Data Transfers. This Section II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (“General Data Protection Regulations” or “GDPR”) and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019. Client authorizes ADP to transfer Client Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States. If Client Personal Data originating in the European Economic Area, the United Kingdom, and/or Switzerland is transferred by the Client to ADP in a country that has not been found to provide an adequate level of protection under applicable Data Protection Law, the parties agree that the transfer shall be governed by the Controller to Processor Standard Contractual Clauses (Module Two) provided by the European Commission pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“Controller to Processor Standard Contractual Clauses”), as supplemented by **Exhibit A** (PEQUITY ADDITIONAL TERMS FOR THE CONTROLLER TO PROCESSOR STANDARD CONTRACTUAL CLAUSES (MODULE TWO)) attached hereto, the terms of which are incorporated herein by reference. If Client Personal Data originating in the European Economic Area, the United Kingdom, and/or Switzerland is transferred by ADP to a Third Party Subprocessor in a country that has not been found to provide an adequate level of protection under applicable Data Protection Law, the parties agree that ADP shall enter into appropriate contractual agreements or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor. Each Party’s execution of the Agreement shall be a signature to the Controller to Processor Standard Contractual Clauses to the extent this set of clauses applies hereunder.
4. Equivalent Protection. Taking into account the information and obligations set forth in this Data Privacy Appendix and, as may be the case for a Party, such Party’s independent research, to the Parties’ knowledge, the Client Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom that is transferred pursuant to the Standard Contractual Clauses which apply under this Data Privacy Appendix to a country that has not been found to provide an adequate level of protection under applicable Data Protection Law is afforded a level of protection that is essentially equivalent to that guaranteed by applicable Data Protection Law.

### PEQUITY ADDENDUM EXHIBITS:

- EXHIBIT A: PEQUITY ADDITIONAL TERMS FOR THE CONTROLLER TO PROCESSOR STANDARD CONTRACTUAL CLAUSES (MODULE TWO)
- EXHIBIT B: PEQUITY ANNEX I (SCC)

## EXHIBIT A: PEQUITY ADDITIONAL TERMS FOR THE CONTROLLER TO PROCESSOR STANDARD CONTRACTUAL CLAUSES (MODULE TWO)

This Exhibit A forms part of the Data Privacy Appendix. Capitalized terms used but not defined in this Exhibit A have the meaning set forth in the Data Privacy Appendix.

The Parties agree that the following terms will supplement the Controller to Processor Standard Contractual Clauses (Module Two):

- Swiss Transfers.** The following text is added as a new Clause 1(e): “To the extent applicable hereunder, these Clauses also apply *mutatis mutandis* to the Parties’ processing of Personal Data that is subject to the Swiss Federal Act on Data Protection. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss law as it relates to transfers of personal data that are subject to the Swiss Federal Act on Data Protection.”
- UK Transfers.** The following text is added as a new Clause 1(f): “To the extent applicable hereunder, these Clauses, as supplemented by the International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 (the “UK Addendum”) (but, as permitted by Clause 17 of the UK Addendum, the Parties agree to change the format of the information set out in Part 1 of the UK Addendum so that (i) the details of the Parties in Table 1 of the UK Addendum shall be as set out in number 8 of this Exhibit B (with no requirement for signature); (ii) for the purposes of Table 2 of the UK Addendum, the UK Addendum shall be appended to the Controller to Processor Standard Contractual Clauses (including the disapplication of optional clauses as noted at number 3 of this Exhibit B) and number 4 of this Exhibit B selects the option and timescales for Clause 9 of the UK Addendum; and (iii) the appendix information listed in Table 3 of the UK Addendum is set out in number 8-9 of this Exhibit B), also apply *mutatis mutandis* to the Parties’ processing of personal data that is subject to the UK Data Protection Laws (as defined in the UK Addendum).”
- Optional Clauses.** The text of Clause 7 and the optional wording at Clause 11(a) is deleted in its entirety and replaced with the following: “Omitted.”
- Subprocessors.** Clause 9(a) shall read as follows: “(a) The data importer has the data exporter’s general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.”
- Supervision.** Clause 13(a) shall read as follows:

“Where the data exporter is established in an EU Member State, the following section applies: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the following section applies: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the following section applies: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.”

6. **Governing Law.** Clause 17 shall read as follows: “These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.”
7. **Choice of Forum and Jurisdiction Law.** Clause 18(b) shall read as follows: “(b) The Parties agree that those shall be the courts of the Netherlands.”
8. **Annex I.** Annex I shall read as follows:
  - A. **List of Parties**

*Data Exporter:*  
Name: Data Controller.  
Address: As set forth in the Agreement.  
Contact person’s name, position, and contact details: As set forth in the Agreement.  
Activities relevant to the data transferred under these Clauses: As set forth in **Exhibit B** of the Data Privacy Appendix.  
Role: Controller.

*Data Importer:*  
Name: Pequity.  
Address: As set forth in the Agreement.  
Contact person’s name, position, and contact details: As set forth in the Agreement.  
Activities relevant to the data transferred under these Clauses: As set forth in **Exhibit B** of the Data Privacy Appendix.  
Role: Processor.

B. Description of the Transfer: As set forth in **Exhibit B** of the Data Privacy Appendix. (For clarity, each response required in Annex I, Section B shall be populated with the foregoing.)

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Dutch Data Protection Authority (DPA), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.
9. **Annex II.** Annex II shall read as follows: “Data importer shall implement and maintain appropriate technical and organisational measures designed to protect personal data in accordance with those listed in the Agreement. Pursuant to Clause 10(b), data importer will provide data exporter assistance with data subject requests in accordance with them.”
10. **Clarifying Terms.** The Parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Controller to Processor Standard Contractual Clauses will be provided upon Data Controller’s written request; (ii) the measures Data Processor is required to take under Clause 8.2(a) of the Controller to Processor Standard Contractual Clauses will only cover Data Processor’s impacted systems; (iii) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Controller to Processor Standard Contractual Clauses will be limited to the termination of the Controller to Processor Standard Contractual Clauses, in which case, the corresponding Processing of Personal Data affected by such termination shall be discontinued unless otherwise agreed by the parties; (iv) unless otherwise stated by Data Processor, Data Controller will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Controller to Processor Standard Contractual Clauses; (v) the information required under Clause 15.1(c) will be provided upon Data Controller’s written request; (vi) the audit described in Clause 8.9 of the Controller to Processor Standard Contractual Clauses shall be carried out in accordance with Section 6 of the Data Privacy Appendix; (vii) Data Processor may engage Sub-Processors using the Processor to Sub-processor Standard Contractual Clauses (**Module Three**) provided by the [European Commission pursuant to Regulation \(EU\) 2016/679 of the European Parliament and of the Council \(and the UK Addendum, if applicable\)](#) or any other adequacy mechanism, provided that such adequacy mechanism complies with applicable data protection laws and such use of Sub-Processors shall not be considered a breach of Clause 9 of the Controller to Processor Standard Contractual Clauses; and (viii) notwithstanding anything to the contrary, Data Controller will reimburse Data Processor for all costs and expenses incurred by Data Processor in connection with the performance of Data Processor’s obligations under Clause 15.1(b) and Clause 15.2 of the

Controller to Processor Standard Contractual Clauses without regard for any limitation of liability set forth in the Agreement.

## **EXHIBIT B: PEQUITY ANNEX I (SCC)**

This Exhibit includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 11) to populate Appendix 1 to the Standard Contractual Clauses.

### Supplier's activities

- Pequity provides a platform that helps Customer automate its human resources workflow and benchmark its compensation decisions against market trends.

### Subject matter and duration of the Processing of Customer Personal Data

- The subject matter and duration of the Processing of the Customer Personal Data are set out in the Terms of Use and the Data Processing Addendum.

### The nature and purpose of the Processing of Customer Personal Data

- The nature and purpose of the Processing is Pequity's provision of the Services.

### The types of Customer Personal Data to be Processed

- Identification data;
- Professional data;
- Financial information;
- IP Adress.

### The categories of Data Subject to whom the Customer Personal Data relates

- Customer's employees