



IAM GLOBAL

Linking People – Enabling Performance.

IAM Global GmbH - Chlodwigstraße 90 / Merowingerplatz 1 - 40225 Düsseldorf - +49 (0) 211 / 972663 00 - info@iam-global.de

DATA PROTECTION AGREEMENT

in accordance with the General Data Protection Regulation of the European Union (GDPR)

Version as of: 01.07.2020

between the reader / responsible party - hereinafter referred to as the Client - and the

IAM Global GmbH

Chlodwigstraße 90 in 40225 Düsseldorf, Germany

- Processor - hereinafter referred to as the Contractor.

If you have any questions regarding this document or / and the exact data management, please do not hesitate to contact us at +49 (0) 211 972663 00 or via e-mail at info@iam-global.de.

Article 1: Subject and duration of the order

- 1.1 Subject matter: The subject matter of the data handling order is the performance of the following tasks by the Contractor: Direct candidate placement with renowned employers, preparation of application processes, follow-up, and assessment after successful placement.
- 1.2 Duration: The order is placed for an indefinite period and can be terminated by either party with 4 weeks' notice to the end of the month. In order to allow the Contractor to adequately process the data, the order is placed for a minimum period of 6 months.

Article 2: Specification of the content of the order

- 2.1 Nature and purpose of the intended processing of data
 - The Contractor qualifies the applicant data and ideas of the Client. On the basis of these, the Contractor shall identify the relevant career opportunities and contact potential employers.



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- The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area.

2.2 Type of data

- The subject of the processing of personal data are the following types/categories of data (enumeration/description of data categories):
 - Personal master data, communication data (e.g. telephone, e-mail).
 - Contract master data (contractual relationship, product, or contractual interest)
 - Client history, contract billing and payment data
 - Information data (from third parties, e.g. credit agencies, or from public directories)
 - Curriculum vitae
 - Data for processing as part of a personality profile
 - Data for the evaluation of previous positions in the career history to date.

2.3 Category of relevant persons

- The categories of persons who come into contact with the data listed in 2.2 through the processing thereof include:
 - Clients
 - Interested parties
 - Employees
 - contact persons
 - Clients, Clients

Article 3: Technical and organizational measures

- 3.1 The Contractor shall document the implementation of the technical and organizational measures set out and required in the run-up to the award of the contract before the start of the processing, in particular with regard to the specific execution of the contract and shall hand them over to the Client for review. If accepted by the Client, the documented measures shall become the basis of the order. Insofar as the examination/audit of the Client reveals a need for adaptation, this shall be implemented by mutual agreement.
- 3.2 The Contractor shall establish security pursuant to Art. 28 Para. 3 lit. c, 32 DS-GVO, in particular in connection with Art. 5 Para. 1, Para. 2 DS-GVO. Overall, the measures to be taken are data security measures and measures to ensure a level of protection appropriate to the risk with regard to confidentiality, integrity, availability, and the resilience of the systems. In this context, the state of the art, the implementation costs and the nature, scope, and purposes of the processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32 (1) of the GDPR shall be taken into account [details in Annex].



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- 3.3 The technical and organizational measures are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative adequate measures. In doing so, the security level of the specified measures may not be undercut. Significant changes shall be documented.

Article 4: Correction, restriction, and deletion of data

- 4.1 The Contractor may not correct, delete, or restrict the processing of data processed under the Order on its own authority, but only in accordance with documented instructions from the Client. Insofar as a data subject contacts the Contractor directly in this regard, the Contractor shall forward this request to the Client without delay.
- 4.2 To the extent covered by the scope of services, the deletion concept, right to be forgotten, correction, data portability and information shall be ensured directly by the Contractor in accordance with documented instructions of the Client.

Article 5: Quality assurance and other obligations of the Contractor

In addition to compliance with the provisions of this Order, the Contractor shall have statutory obligations pursuant to Articles 28 to 33 of the GDPR; in this respect, the Contractor shall in particular ensure compliance with the following requirements:

- 5.1 The Contractor is not obliged to appoint a data protection officer. Mr. Christian Balloff, c.balloff@iam-global.de] is named as the contact person at the Contractor.
- 5.2 The maintenance of confidentiality pursuant to Art. 28 (3) sentence 2 lit. b, 29, 32 (4) DS-GVO. When carrying out the work, the Contractor shall only use employees who have been obligated to maintain confidentiality and who have previously been familiarized with the data protection provisions relevant to them.
- 5.3 The implementation of and compliance with all technical and organizational measures required for this order in accordance with Art. 28 (3) p. 2 lit. c, 32 DS-GVO [details in Annex].
- 5.4 The Client and the Contractor shall cooperate with the supervisory authority in the performance of their duties upon request.
- 5.5 The immediate information of the Client about control actions and measures of the supervisory authority, insofar as they relate to this order. This shall also apply insofar as a competent authority investigates in the context of administrative offense or criminal proceedings with regard to the processing of personal data during the commissioned processing at the Contractor.



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- 5.6 Insofar as the Client is exposed to an inspection by the supervisory authority, administrative offense or criminal proceedings, the liability claim of a data subject or a third party or any other claim in connection with the commissioned processing at the Contractor, the Contractor shall support the Client to the best of its ability.
- 5.7 The Contractor shall regularly monitor the internal processes as well as the technical and organizational measures to ensure that the Processing in its area of responsibility is carried out in compliance with the requirements of the applicable data protection law and that the protection of the rights of the data subject is ensured.
- 5.8 Verifiability of the technical and organizational measures taken vis-à-vis the Client within the scope of its control powers pursuant to Section 7 of this Agreement.

Article 6: Subcontracting relationships

- 6.1 Subcontracting relationships within the meaning of this provision shall be understood to be those services which directly relate to the provision of the main service. This does not include ancillary services which the Contractor uses, for example, as telecommunications services, postal/transport services, maintenance and user service or the disposal of data carriers and other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. However, the Contractor shall be obligated to enter into appropriate and legally compliant contractual agreements as well as control measures to ensure data protection and data security of the Client's data also in the case of outsourced ancillary services.
- 6.2 The Contractor may only engage sub-contractors (further processors) with the prior express written or documented consent of the Client.
- 6.3 The outsourcing to sub-contractors or the change of the existing sub-contractor shall be permitted insofar as:
- the Contractor notifies the Client of such outsourcing to sub-contractors a reasonable time in advance in writing/orally or in text form and
 - the Client does not object to the planned outsourcing in writing or in text form to the Contractor by the time of the transfer of the data, and
 - a contractual agreement in accordance with Art. 28 (2-4) DS-GVO is used as a basis.
- 6.4 The transfer of the Client's personal data to the sub-contractor and the sub-contractor's first activity shall only be permitted once all requirements for subcontracting have been met.



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- 6.5 If the sub-contractor provides the agreed service outside the EU/EEA, the Contractor shall ensure the permissibility under data protection law by taking appropriate measures. The same shall apply if service providers within the meaning of Paragraph 1 Sentence 2 are to be used.
- 6.6 Any further outsourcing by the sub-contractor shall require the express consent of the main Contractor (at least in text form); all contractual provisions in the contractual chain shall also be imposed on the further sub-contractor.

Article 7: Control Rights of the Client

- 7.1 The Client shall have the right to carry out inspections in consultation with the Contractor or to have them carried out by an inspector to be named in the individual case. He shall have the right to satisfy himself of the Contractor's compliance with this Agreement in his business operations by means of spot checks, which as a rule shall be notified in due time.
- 7.2 The Contractor shall ensure that the Client can satisfy itself of the Contractor's compliance with its obligations pursuant to Article 28 of the GDPR. The Contractor undertakes to provide the Client with the necessary information upon request.
- 7.3 Evidence of such measures, which do not only relate to the specific order, can be provided through
- Compliance with approved rules of conduct pursuant to Art. 40 DS-GVO;
 - Certification in accordance with an approved certification procedure pursuant to Art. 42 DS-GVO;
 - Current attestations, reports or report extracts from independent bodies (e.g. auditors, auditing, data protection officers, IT security department, data protection auditors, quality auditors);
 - Suitable certification by IT security or data protection audit (e.g., according to BSI-Grundschutz).
- 7.4 The Contractor may claim remuneration for enabling controls by the Client.

Article 8: Notification in the event of a breach by the Contractor

- 8.1 The Contractor shall assist the Client in complying with the personal data security obligations, data breach notification obligations, data protection impact assessments and prior consultations set out in Articles 32 to 36 of the GDPR. These include but are not limited to the following:
- Ensuring an adequate level of protection through technical and organizational measures that consider the circumstances and purposes of the processing, as well as the predicted likelihood and



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severity of a potential security breach, and allow for immediate detection of relevant breach events

- the obligation to report personal data breaches to the Client without undue delay
- the obligation to support the Client within the scope of its duty to inform the data subject and, in this context, to provide the Client with all relevant information without delay
- the support of the Client for its data protection impact assessment
- the support of the Client in the context of prior consultations with the supervisory authority.

8.2 The Contractor may claim remuneration for support services that are not included in the service description or are not due to the Contractor's misconduct.

Article 9: Authority of the Client to issue instructions

9.1 The Client shall confirm verbal instructions without delay (at least in text form).

9.2 The Contractor shall inform the Client without delay if it is of the opinion that an instruction violates data protection regulations. The Contractor shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the Client.

Article 10: Deletion and return of personal data

10.1 Copies or duplicates of the data shall not be made without the knowledge of the Client. This does not apply to backup copies, insofar as they are necessary to ensure proper data processing, and to data that is required with regard to compliance with statutory retention obligations.

10.2 Upon completion of the contractually agreed work or earlier upon request by the Client - at the latest upon termination of the service agreement - the Contractor shall hand over to the Client all documents that have come into its possession, processing and utilization results that have been created, as well as data files that are related to the contractual relationship or shall destroy them in accordance with data protection requirements after prior consent. The same shall apply to test and reject material. The record of the deletion shall be submitted upon request.

10.3 Documentation which serves as evidence of data processing in accordance with the order and in the proper manner shall be retained by the Contractor beyond the end of the contract in accordance with the respective retention periods. The Contractor may hand them over to the Client at the end of the contract to relieve the Contractor.





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ANNEX - Technical and organizational measures

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Article 1: Confidentiality (Art. 32 para. 1 lit. b DS-GVO)

- **Entrance control**
No unauthorized access to data processing facilities: magnetic or chip cards, keys, electric door openers, video systems
- **Entry control**
No unauthorized system use: secure passwords, automatic locking mechanisms, two-factor authentication, encryption of data carriers
- **Access control**
No unauthorized reading, copying, modification or removal within the system: access rights according to requirements, logging of accesses
- **Separation control**
Separate processing of data collected for different purposes, e.g., Client capability, resume, contact data, Client data, candidate data
- **Pseudonymization** (Art. 32 para. 1 lit. a DS-GVO; Art. 25 para. 1 DS-GVO)
The processing of personal data in such a way that the data can no longer be attributed to a specific data subject without recourse to additional information, provided that such additional information is kept separately and is subject to appropriate technical and organizational measures

Article 2: Integrity (Art. 32(1)(b) DS-GVO)

- **Disclosure control**
No unauthorized reading, copying, modification or removal during electronic transmission or transport, e.g.: Encryption, Virtual Private Networks (VPN), electronic signature.
- **Input control**
Determining whether and by whom personal data has been entered into, modified, or removed from data processing systems, e.g.: Logging, document management, process separation.



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Article 3: Availability and resilience (Art. 32 para. 1 lit. b DS-GVO)

- **Availability control**
Protection against accidental or intentional destruction or loss: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting channels and emergency plans
- **Rapid recoverability** (Art. 32(1)(c) GDPR)

Article 4: Procedures for regular review, assessment, and evaluation (Art. 32(1)(d) DS-GVO; Art. 25(1) DS-GVO)

- **Data protection management**
- **Incident response management**
- **Data protection-friendly default settings** (Art. 25 (2) DS-GVO)
- **Contract control**
No commissioned data processing within the meaning of Art. 28 DS-GVO without corresponding instructions from the Client, e.g.: Clear contract design, formalized order management, strict selection of the service provider, prior conviction obligation, follow-up checks.