

SCHEDULE 1: DATA PROCESSING AND TRANSFER AGREEMENT CONCERNING LANGUAGEWIRE'S GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

PURPOSE	<p>Purpose of the Schedule: This Schedule 1 (Data Processing and Transfer Agreement) sets out the terms for processing of personal data in respect of the services provided by LanguageWire under the General Terms and Conditions of Business.</p> <p>Limited use: For the majority of the services provided by LanguageWire, LanguageWire will not receive information which includes personal data, or will only receive limited amounts of personal data. In these instances, this Schedule will not apply.</p> <p>Applicability: This Schedule will only apply in instances where LanguageWire receives information from you as a customer that includes extensive amounts of personal data. An example might be CVs, job applications or other HR-related information, where the material provided by you includes significant amounts of personal data. Upon receipt of such material, LanguageWire will process such personal data in accordance with this Schedule.</p>
KEY PRINCIPLES	<p>The key principles of this Schedule are highlighted here. If you have any further questions concerning this Schedule, please contact LanguageWire.</p> <p>Purpose of processing: The purpose of LanguageWire's processing is to ensure that we can deliver the services to you. As noted above, LanguageWire will process personal data included in the material provided by you, and it is a legal requirement that the purpose of LanguageWire's processing of such data is set out in the data processing agreement. This is set out under clause 2.1 below.</p> <p>Types of personal data processed: This Schedule must furthermore state which types of personal data are processed. As LanguageWire's services may comprise translations of a variety of material provided by you, LanguageWire has set out the types of personal data that LanguageWire generally tends to receive from its customers. Please consider the types of personal data set out under clause 2.3 carefully, and let us know if anything appears to be incorrect.</p> <p>Categories of data subjects: This Schedule must furthermore include the categories of data subjects whose personal data may be included in the information provided by you. LanguageWire has set out the categories of data subjects whose information LanguageWire generally tends receive from its customers. Please consider this carefully, and let us know if anything appears to be incorrect. The categories of data subjects are set out under clause 2.4.</p> <p>Subprocessing: Clause 4 grants LanguageWire a right to pass on the information (including any personal data) to LanguageWire's subprocessors. Any subprocessing is subject to requirements to ensure that personal data is stored safely and is processed in compliance with the GDPR. The right to subprocess is a prerequisite for LanguageWire to provide the services to you, as LanguageWire has a network of translator suppliers in place, in order to provide translation services. Each translator must enter into a data processing agreement with LanguageWire, ensuring that the processing adheres to the requirements set out by LanguageWire. As such, LanguageWire is committed to storing any personal data provided by you securely and ensuring that it is only processed in compliance with the GDPR.</p> <p>Transfer to non-EU/EEA subprocessors: Clause 5 grants LanguageWire a right to use subprocessors based outside the EU/EEA. Furthermore, LanguageWire is entitled</p>



to enter into the European Commission's standard contractual clauses with each of the non-EU/EEA based subprocessors on behalf of you as the customer.

As several of LanguageWire's subprocessors are based outside the EU/EEA, the transfer of data (including personal data) to those subprocessors is necessary in order for LanguageWire to provide its services. The right to enter into the European Commission's standard contractual clauses ensures that you as a customer do not have to enter into agreements with each of LanguageWire's subprocessors. Instead, LanguageWire takes care of this on your behalf – and ensures that any personal data supplied by you is processed in accordance with the GDPR.

1. INTRODUCTION

1.1 In accordance with LANGUAGEWIRE's GENERAL TERMS AND CONDITIONS OF BUSINESS (hereafter the "GTC"), the Parties have entered into this SCHEDULE 1 (DATA PROCESSING AND TRANSFER AGREEMENT).

1.2 During the term of the GTC, the following terms and conditions will govern LW's processing of personal data under the GTC in the instances where LW acts as a data processor on behalf of the Customer.

1.3 The terms "personal data", "process/processing", "controller", "processor", "data subject", "technical and organisational measures", "standard contractual clauses", "EU", "EEA" and "personal data breach" as used in this Schedule 1 shall be understood in accordance with the Data Protection Legislation.

2. SCOPE OF SCHEDULE 1

2.1 During the term of the GTC, LW will process personal data on behalf of the Customer for the purpose of providing translation services.

2.2 LW agrees not to process any personal data for other purposes and only in accordance with this Schedule 1 (Data Processing and Transfer Agreement).

2.3 LW will process the following types of personal data under the GTC:

- Professional and private contact details such as name, address, phone number and email address;
- Professional and work-related information such as workplace, job title, and professional or educational background; and
- Other types of personal data as specified in relation to the specific assignment.

2.4 The personal data concerns the following categories of data subjects:

- Customer's Employees
- Customer's Customers
- Customer's Suppliers
- Applicants for jobs at Customer
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3. INSTRUCTIONS, SECURITY, ETC.

3.1 LW will only process personal data on behalf of the Customer and only on the instructions of the Customer.

3.2 LW shall implement appropriate technical and organisational security measures to protect the personal data from accidental or unlawful destruction, loss or alteration, and from unauthorised disclosure, misuse or other processing which infringes the provisions laid down in Directive 95/46 EC of the European

Parliament and of the Council, and any applicable laws implementing it, and/or any later amendments thereof, including Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the EU Directive (hereinafter together referred to as the “Data Protection Legislation”).

3.3 LW will ensure that the employees processing personal data on its behalf have committed themselves to the obligation of confidentiality regarding any personal data processed under the GTC. The obligation of confidentiality will continue after the termination of the GTC.

3.4 LW shall hold documentation of the categories of personal data and the processing thereof. The documentation shall be available to the Customer upon written request.

3.5 LW shall immediately inform the Customer if, in its opinion, an instruction from the Customer (see 3.1) infringes the Data Protection Legislation.

3.6 At the request of the Customer, LW will either provide the Customer with an audit report concerning control of the technical and organisational security measures implemented by LW, which will be prepared by a reputable independent third party which can certify compliance with the applicable security controls; or complete a security questionnaire submitted by the Customer to LW.

4. SUBPROCESSING

4.1 The Customer hereby authorises LW to engage subcontractors for the processing of personal data

(each a “Subprocessor”) to the extent necessary to fulfil its contractual obligations under the GTC, for as long as LW remains responsible for any acts or omissions of its Subprocessors in the same manner as for its own acts and omissions.

4.2 LW warrants that it requires its Subprocessors, via written agreement, to comply with the requirements of the Data Protection Legislation applicable to processors and data transfers, and with the Customers’ instructions and with any similar obligations imposed on LW by the GTC and this Schedule.

4.3 LW may remove or appoint suitable and reliable other Subprocessors at its discretion. However, LW undertakes to provide a list of Subprocessors to the Customer upon request, and to inform the Customer of any addition or replacement of a Subprocessor in a timely manner, in order to give the Customer the opportunity to object to the change, or to terminate the GTC, before personal data is transferred to the new Subprocessor, except where the services under the GTC cannot be provided without the involvement of a specific Subprocessor.

5. NON-EU/EEA SUBPROCESSORS

5.1 LW may use Subprocessors located outside the EU/EEA.

5.2 Upon signing the GTC, the Customer furthermore grants LW a general consent authorising LW to enter into the European Commission’s standard contractual clauses, as set out by Commission Decision of 5 February 2010 with later amendments (the “Standard Contractual Clauses”), with each non-EU/EEA

Subprocessor on its behalf, in order for LW to be able to transfer personal data processed under the GTC to non-EU/EEA Subprocessors, and for such Subprocessors to process personal data on behalf of LW.

5.3 LW will enforce the Standard Contractual Clauses against the Subprocessor on behalf of the Customer if a direct enforcement right is not available under Data Protection Legislation.

5.4 The Customer will be entitled at any time to request a copy of the standard contractual clauses entered into between LW and the relevant Subprocessors. LW will provide such information upon the Customer's request, in order to give the Customer an opportunity to object to the use of a specific Subprocessor. The Customer acknowledges that in some instances the services under the GTC cannot be provided without the involvement of a specific Subprocessor; and that LW shall be entitled to terminate the GTC with immediate effect if the services cannot be provided without the involvement of the specific Subprocessor.

6. DATA BREACH NOTIFICATION

6.1 LanguageWire shall without undue delay, and always within a timeframe allowing the Customer to comply with the Data Protection Legislation, notify the Customer in writing in the event of any identified or potential breach of personal data

processed under the Agreement. The notification shall include any other information required in order for the Customer to comply with the Data Protection Legislation, including information about the nature of the breach and measurements taken to contain it.

6.2 Subject to clause 8 of the GTC concerning limitation of liability, LW shall be liable to the Customer for any breach of the data protection obligations set out in this Agreement and shall indemnify the Customer for any direct losses resulting from claims or expenses, including any fines imposed on the Customer as a consequence of LW or subprocessors failing to fulfil the obligations under this Agreement.

7. TERMINATION

7.1 This Schedule shall enter into force on the date of signing of the GTC and may be terminated by either Party with one (1) month's written notice. Notwithstanding termination, the provisions of this Agreement shall remain in force for as long as LW processes the personal data of the Customer.

7.2 Upon termination of the GTC, LW must return all material containing personal data, or at the request of the Customer provide documentation of the erasure of the personal data.