

PEOPLET – DATA PROCESSING AGREEMENT

Version 1.0

Last updated: March 10, 2026

1. Subject of the Agreement

In the course of the fulfilment of the contract between Peoplet (legal entity name: Peoplet j.d.o.o., registered seat: Lindar 176, Lindar, Republic of Croatia) (the "Processor") and the customer (the "Customer", together with the Processor the "Parties") regarding the provision of the Processor's software and related services to the Customer (the "Contract"), it is possible that the Processor processes personal data within the meaning of Art. 4(1) of the General Data Protection Regulation (EU) 2016/679 ("GDPR"), i.e. any information relating to an identified or identifiable natural person, such as employees, contractors, or other individuals whose data the Customer uploads to, collects through, or otherwise makes available in the Peoplet platform (the "Customer Data").

The Customer acts as controller with respect to the Customer Data within the meaning of data protection law. This data processing agreement (the "Agreement") specifies the data protection obligations and rights of the Parties in connection with the Processor's processing of Customer Data for the purpose of providing the services under the Contract.

2. Scope of the Processing

2.1. Processing on Instructions

The Processor shall process the Customer Data on behalf of and in accordance with the documented instructions of the Customer within the meaning of Art. 28 GDPR. The Customer remains the controller of the Customer Data within the meaning of the GDPR at all times.

2.2. Purpose, Manner and Duration of Processing

The processing of Customer Data by the Processor is carried out in the manner, scope and for the purposes specified in Annex 1 to this Agreement. The processing relates to the types of personal data and categories of data subjects set out therein. The duration of the processing corresponds to the term of the Contract.

2.3. Anonymisation and Aggregation

The Processor may anonymise and/or aggregate Customer Data solely to the extent technically necessary for the provision, maintenance, security and functional improvement of the Services under the Contract.

Such anonymisation or aggregation shall not result in any identification, profiling, benchmarking, cross-customer analysis, independent analytics, research, training of models for external use, commercial exploitation or other secondary use of data.

The Parties agree that any anonymised or aggregated data used strictly within the above limits does not constitute Customer Data for the purposes of this Agreement.

Any use of anonymised or aggregated data beyond the strictly internal improvement of the Services requires a separate and explicit contractual arrangement and does not fall within the scope of this Agreement.

2.4. Processing for Own Purposes

The Processor may process and use Customer Data for the Processor's own purposes as an independent controller, to the extent permitted under applicable data protection law. This Agreement shall not apply to such processing.

2.5. Place of Processing and International Transfers

The processing of Customer Data by the Processor shall, as a rule, take place within the European Union or another state party to the Agreement on the European Economic Area (EEA).

The Processor is nevertheless permitted to process Customer Data outside the EEA, provided that the Processor informs the Customer in advance (for example, via the Privacy Policy or other appropriate means) of the location of processing and that the requirements of Articles 44 to 48 GDPR are complied with, or that an applicable exception pursuant to Article 49 GDPR applies.

3. Right of the Customer to Issue Instructions

3.1. Processing on Instructions

The Processor shall process the Customer Data solely in accordance with the instructions of the Customer, unless the Processor is required to process the Customer Data otherwise by Union or Member State law to which the Processor is subject. In such a case, the Processor shall inform the Customer of that legal requirement prior to processing, unless the relevant law prohibits such information on important grounds of public interest.

3.2. Documentation and Scope of Instructions

The instructions of the Customer are, as a rule, conclusively set out and documented in the provisions of this Agreement and its Annexes. Any individual instructions that deviate from or go beyond the provisions of this Agreement, or that impose additional requirements, shall require the prior consent of the Processor.

3.3. Review and Suspension of Instructions

The Processor shall take appropriate measures to ensure that the Customer Data is processed in accordance with the instructions issued by the Customer. Where the Processor considers that an instruction issued by the Customer infringes this Agreement or applicable data protection law, the Processor shall inform the Customer without undue delay and shall be entitled to suspend the execution of the relevant instruction until the Customer confirms or amends the instruction.

The Parties agree that the sole responsibility for the lawfulness of the processing of Customer Data in accordance with the Customer's instructions lies with the Customer.

4. Legal Responsibility of the Customer

4.1. Responsibility for Lawfulness and Data Subject Rights

The Customer is solely responsible for the permissibility and lawfulness of the processing of the Customer Data and for safeguarding the rights of data subjects in the relationship between the Parties. If third parties assert claims against the Processor that arise from the processing of Customer Data in accordance with this Agreement, the Customer shall indemnify the Processor against all such claims upon first request.

4.2. Provision and Quality of Customer Data

The Customer is responsible for providing the Processor with the Customer Data in a timely manner for the purpose of rendering the Services under the Contract and for ensuring the accuracy, completeness and quality of the Customer Data. The Customer shall inform the Processor without undue delay and in full if, in the course of reviewing the Processor's outputs or results, the Customer identifies any errors, irregularities or non-compliance with data protection requirements or the Customer's instructions.

4.3. Records of Processing Activities

Upon request, the Customer shall provide the Processor with the information required pursuant to Article 30(2) GDPR, insofar as such information is not already available to the Processor.

4.4. Cooperation with Authorities

Where the Processor is required to provide information to, or otherwise cooperate with, a governmental authority or other competent body in relation to the processing of Customer Data, the Customer shall, upon first request, reasonably assist the Processor in providing such information and in fulfilling any related cooperation obligations.

5. Requirements for Personnel and Systems

5.1. Responsibility for Lawfulness and Data Subject Rights

The Processor shall ensure that all persons authorised to process Customer Data are subject to an appropriate obligation of confidentiality with respect to the processing of Customer Data, whether by contract or by statutory duty.

6. Security of Processing

6.1. Technical and Organisational Measures

The Processor shall implement the necessary appropriate technical and organisational measures pursuant to Article 32 GDPR, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of Customer Data, as well as the varying likelihood and severity of risks to the rights and freedoms of natural persons, in order to ensure a level of security appropriate to the risk.

The technical and organisational measures implemented by the Processor are described in Annex 2 to this Agreement.

6.2. Updates to Security Measures

The Processor shall be entitled to modify or update the technical and organisational measures during the term of this Agreement, provided that such modifications do not result in a reduction of the overall level of security and continue to comply with the applicable statutory requirements.

7. Engagement of Further Processors

7.1. General Authorisation and Notification

The Customer grants the Processor a general authorisation to engage further processors in connection with the processing of Customer Data. The further processors engaged at the time of conclusion of this Agreement are listed in Annex 3.

As a rule, no separate authorisation is required for contractual relationships with service providers that are involved in the review, maintenance, support or operation of data processing procedures or systems, or that provide other ancillary services, even if access to Customer Data cannot be fully excluded, provided that the Processor takes appropriate measures to safeguard the confidentiality of the Customer Data.

The Processor shall inform the Customer of any intended addition or replacement of subprocessors. Details on how such notifications are provided (e.g. subscription to a notification list or other mechanism) are set out at: Annex 3 (Further Processors list) and by written notice sent via email to the Customer's designated contact address specified in the Contract. Notifications shall be made no later than 14 days prior to the intended change, in order to allow the Customer to raise an objection.

The Customer may object to the engagement of a further processor only for important, duly substantiated reasons. If the Customer does not object within 14 days of receipt of the notification, the Customer's right to object to the respective engagement of the further

processor shall lapse. If the Customer objects, the Processor shall be entitled to terminate the Contract and this Agreement with a notice period of three months to the end of a calendar month.

7.2. Flow-down of Obligations

The agreement between the Processor and any further processor shall impose data protection obligations on the further processor that are equivalent to those set out in this Agreement. The Parties agree that this requirement is met if the relevant agreement ensures a level of data protection that corresponds to this Agreement.

7.3. Subprocessors in Third Countries

Subject to compliance with Section 2.5 of this Agreement, the provisions of this Section 7 shall also apply where a further processor located in a third country is engaged. The Customer hereby authorises the Processor to conclude, on behalf of the Customer, standard contractual clauses for the transfer of personal data to processors in third countries in accordance with the European Commission implementing decision of 5 June 2021, where applicable.

The Customer declares its willingness to reasonably cooperate in fulfilling the requirements of Article 49 GDPR to the extent necessary.

8. Data Subjects' Rights

8.1. General Authorisation and Notification

The Processor shall support the Customer, within reasonable limits and by appropriate technical and organisational measures, in fulfilling the Customer's obligations to respond to requests from data subjects for the exercise of their rights under applicable data protection law.

8.2. Direct Requests to the Processor

Where a data subject submits a request for the exercise of their rights directly to the Processor, the Processor shall forward such request to the Customer without undue delay.

8.3. Information Obligations

The Processor shall provide the Customer with information relating to the Customer Data processed, including information on the recipients of Customer Data to whom the Processor may disclose such data in accordance with the Customer's instructions, and the purposes of storage, insofar as the Customer does not already have such information available and is not in a position to obtain it independently.

8.4. Rectification, Erasure and Restriction

Within the bounds of what is reasonable and necessary, the Processor shall enable the Customer to correct, delete or restrict the further processing of Customer Data, or, at the Customer's instruction, carry out such correction, deletion or restriction itself, where and to the extent that the Customer is unable to perform these actions directly. In such cases,

the Processor shall be entitled to reimbursement of the reasonable expenses and costs incurred, as substantiated vis-à-vis the Customer.

8.5. Data Portability

Where a data subject has a right to data portability vis-à-vis the Customer pursuant to Article 20 GDPR, the Processor shall, within the bounds of what is reasonable and necessary, support the Customer in providing the Customer Data in a structured, commonly used and machine-readable format, insofar as the Customer is unable to obtain the data by other means. In such cases, the Processor shall be entitled to reimbursement of the reasonable expenses and costs incurred, as substantiated vis-à-vis the Customer.

9. Notification and Support Obligations of the Processor

9.1. Personal Data Breaches

Where the Customer is subject to a statutory notification obligation as a result of a breach of the security of Customer Data, in particular pursuant to Articles 33 and 34 GDPR, the Processor shall inform the Customer without undue delay of any reportable personal data breaches occurring within the Processor's area of responsibility.

The Processor shall assist the Customer, upon the Customer's request, in fulfilling the applicable notification and communication obligations to the extent reasonably necessary. In such cases, the Processor shall be entitled to reimbursement of the reasonable expenses and costs incurred, as substantiated vis-à-vis the Customer.

9.2. Data Protection Impact Assessments

The Processor shall assist the Customer, to the extent reasonably necessary, in carrying out data protection impact assessments and, where required, subsequent consultations with the competent supervisory authority pursuant to Articles 35 and 36 GDPR.

In such cases, the Processor shall be entitled to reimbursement of the reasonable expenses and costs incurred, as substantiated vis-à-vis the Customer.

10. Deletion and Return of Customer Data

10.1. Deletion or Return upon Termination

Upon termination of this Agreement, the Processor shall, at the Customer's discretion, either delete or return the Customer Data and shall delete any existing copies thereof, unless the Processor is required by applicable law to retain the Customer Data.

10.2. Retention of Documentation

The Processor may retain documentation that serves as evidence of the orderly and accurate processing of Customer Data beyond the termination of this Agreement, to the extent required for compliance, evidentiary or statutory purposes.

11. Evidence and Audits

11.1. Information Duties

The Processor shall, upon request of the Customer, provide all information reasonably required and available to the Processor to demonstrate compliance with its obligations under this Agreement.

11.2. Audit Rights

The Customer shall be entitled to audit the Processor's compliance with the provisions of this Agreement, including inspections, in particular with regard to the implementation of the technical and organisational measures.

11.3. On-site Inspections

For the purpose of conducting inspections pursuant to Section 11.2, the Customer may access the Processor's business premises at which Customer Data is processed during normal business hours (Mondays to Fridays, from 9:00 a.m. to 5:00 p.m.), subject to timely advance notice in accordance with Section 11.5, at the Customer's own expense, in a manner that does not unreasonably disrupt the Processor's business operations and subject to strict confidentiality obligations regarding the Processor's business and trade secrets.

11.4. Limitations on Disclosure

The Processor may, at its discretion and taking into account the Customer's legal obligations, refuse to disclose information that is sensitive with respect to the Processor's business or the disclosure of which would result in a breach of statutory or contractual obligations. The Customer shall not be entitled to access data or information relating to the Processor's other customers, pricing or cost structures, quality control or contract management reports, or other confidential information of the Processor that is not directly relevant to the agreed audit purposes.

11.5. Audit Procedure and Frequency

The Customer shall notify the Processor in due time, generally at least two weeks in advance, of all circumstances relating to the performance of an audit. The Customer may not carry out more than one audit per calendar year.

11.6. Third-party Auditors

If the Customer commissions a third party to conduct an audit, the Customer shall ensure that such third party is contractually bound by obligations equivalent to those binding the Customer under this Section 11, including obligations of confidentiality, unless the third party is subject to a professional duty of secrecy. Upon request, the Customer shall promptly provide the Processor with evidence of such confidentiality commitments. The Customer shall not appoint any competitor of the Processor to conduct the audit.

11.7. Audit Reports and Certifications

At the Processor's discretion, compliance with the obligations under this Agreement may be demonstrated, in lieu of an on-site inspection, by providing a current and appropriate report or opinion issued by an independent authority or auditor, or by a suitable IT security or data protection certification (an "Audit Report"), provided that such Audit Report enables the Customer to reasonably verify the Processor's compliance with the contractual obligations under this Agreement.

12. Contract Term and Termination

The term and termination of this Agreement shall be governed by the provisions on term and termination set out in the Contract. The termination of the Contract shall automatically result in the termination of this Agreement. An independent termination of this Agreement is excluded.

13. Liability

13.1. Liability Regime

The Processor's liability under this Agreement shall be governed by the exclusions and limitations of liability set out in the Contract. Where third parties assert claims against the Processor that result from the Customer's culpable breach of this Agreement or from the Customer's failure to comply with its obligations as controller under applicable data protection law, the Customer shall indemnify and hold the Processor harmless from such claims upon first request.

13.2. Administrative Fines

The Customer undertakes to indemnify the Processor, upon first request, against any administrative fines imposed on the Processor to the extent that such fines are attributable to the Customer's share of responsibility for the infringement sanctioned by the fine.

14. Final Provisions

14.1. Severability

If individual provisions of this Agreement are or become invalid or unenforceable, or if this Agreement contains a gap, the validity of the remaining provisions shall remain unaffected. The Parties undertake to replace the invalid or unenforceable provision with a legally permissible provision that comes closest to the economic purpose of the original provision and satisfies the requirements of Article 28 GDPR.

14.2. Order of Precedence

In the event of any conflict between this Agreement and other arrangements between the Parties, in particular the Contract, the provisions of this Agreement shall prevail.