

Data Processing Addendum (DPA)

Deel Client DPA – Version March 2024

Between

Deel. Inc,
a Delaware registered company, having its headquarters at:
650 2nd St, 94107, San Francisco, California, United States,
and its Affiliates .

(hereinafter “Deel or Deel Group”)

And

Client Name:

.....

Client Address:

.....

.....

(hereinafter "Client")

(individually, the “Party” and collectively, the “Parties”)

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1. Purpose

1. This Data Processing Addendum forms a part of the Deel Terms of Service found at <https://www.deel.com/terms-of-service>, unless Client has entered into a superseding written subscription agreement or agreements with Deel, in which case, it forms a part of such written agreement or agreements (in either case, the "Agreement").
2. Deel and Client have entered into the Agreement for the provision of services. This Data Processing Addendum (hereinafter "DPA" or "Addendum") and its applicable DPA Appendixes apply to the Processing of Personal Data by Parties subject to the Data Protection Laws in order to provide services ("Services") pursuant to the Agreement between Deel and Client.
3. To provide the Services in accordance with the Agreement, Deel processes Personal Data as described in **Appendix 1**.
4. As part of their contractual relations, the Parties shall undertake to comply with the applicable Data Protection Laws with respect to the processing of Personal Data covered under this DPA.

2. Definitions

"Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control of a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a party.

"Deel Platform" means the Deel software-as-a-service solution that allows Clients to seamlessly manage relationships with local and international independent contractors, including, the receipt of services from Consultants.

"Data Protection Laws" means all data protection laws and regulations applicable to a party's processing of Client's Personal Data under the Agreement, including, where applicable, EU/UK Data Protection Laws, Non-EU Data Protection Laws, and any other applicable data protection laws.

"EU/UK Data Protection Laws" means: (i) Regulation 2016/679 of the European Parliament and of the Council 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 Regulation) (the "EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

"Non-EU Data Protection Laws" means any other applicable laws to the processing of Client's Personal Data, including without limitation the applicable data protection laws described in Appendix 6 (Jurisdiction Specific Terms).

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area or Switzerland to a country outside of the European Economic Area or Switzerland which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

"Standard Contractual Clauses" means where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"). The Standard Contractual Clauses shall be incorporated by reference and form an integral part of this DPA.

“UK Addendum” means the addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022). The UK Addendum shall be incorporated by reference and form an integral part of this DPA.

Capitalized terms used in this Addendum shall have the same meaning given to them under the EU/UK GDPR, unless a different meaning is given under Data Protection Laws as set out in Appendix 6 (Jurisdiction Specific Terms).

3. Contractual documents

1. This Addendum and its Appendixes constitute the entire Data Processing Addendum between the Parties for the provision of the services pursuant to the Agreement. It replaces all previous agreements relating to its object.
2. Some of the contractual documents may be amended or enriched during the fulfilment of the Addendum. In any event, these amendments or enrichments must be covered by an amendment signed by the Parties. No modifications may be made to the Addendum and its Appendixes without a document signed by both Parties.

4. Duration of the assignment/notice of termination

1. The duration of the assignment (term of the DPA) is coextensive with the term of the Agreement.
2. The termination of this Addendum therefore depends on the provisions concerning the duration and the termination of the Agreement. Termination of the Agreement shall also have the effect of terminating this DPA.
3. Furthermore, the premature termination of this Addendum upon written notice to the other Party shall be permissible in the event of such other Party's serious breach of statutory or contractual data protection provisions under the Data Protection Laws, insofar as the contracting Party in question cannot reasonably be expected to continue this DPA.
4. The parties acknowledge that the termination of the DPA at any time and for any reason does not exempt them from their obligations under the Data Protection Laws relating to the collection, processing and use of Personal Data.

5. Relationship of the Parties

1. Deel will process the Personal Data as Controller for the purposes to the extent relevant to the Services in order to (a) manage the relationship with Client; (b) carry out Deel's core business operations, such as accounting and filing taxes; (c) detect, prevent, or investigate security incidents, fraud, and other abuse or misuse of the Services; (d) perform identity verification; (e) comply with Deel's legal or regulatory obligations; and (f) as otherwise permitted under Data Protection Laws and in accordance with this Addendum, the Agreement, and the Deel Privacy Policy.
2. For the avoidance of doubt, Deel is not a party to processing carried out by the consultant (as defined in the Agreement) acting under the direct authority of the client in accordance with their statement of work.
3. The parties acknowledge and agree that each is acting independently as a Controller with respect to Personal Data and the parties are not joint controllers. Deel will process the Personal Data in accordance as Controller as set forth in clause 6.

4. Where Deel processes the Personal Data in the performance of the Services Deel acts as Client's Processor only where Client determines the purpose and means of the processing. In such circumstances, Deel will process the Personal Data in accordance with Client's instructions, as Controller, to Deel, as Processor, as set forth in clause 7.
5. Client acknowledges that in the provision of Deel Platform integration services, Deel acts as a Processor and may, on receipt of instructions from Client, transfer Personal Data to and otherwise interact with third parties. Client agrees that if and to the extent such transfers occur, Client is responsible for entering into separate contractual arrangements with such third parties requiring them to comply with obligations in accordance with the Applicable Data Protection Laws. For the avoidance of doubt, such third parties are not subprocessors of Deel in the context of this Addendum and Deel is not a party to the arrangements between the Client and the third parties.

6. Controller to Controller Clauses

In respect of the Personal Data processed by the Parties acting as a Controller under this Addendum:

Each Party will:

- (i) ensure that the persons engaged in the processing of Personal Data are bound by appropriate confidentiality obligations;
- (ii) comply promptly with any lawful request from the other Party requesting access to, copies of, or the amendment, transfer or deletion of the Personal Data to the extent the same is necessary to allow either Party to fulfill its own obligations under the Data Protection Laws;
- (iii) notify the other Party within forty-eight (48) hours if it receives any complaint, notice or communication (whether from a data subject, competent supervisory authority or otherwise) relating to the processing of Personal Data or to either Party's compliance with Data Protection Laws under this Addendum, and provide the other Party with reasonable cooperation, information and assistance in relation to any such complaint, notice or communication;
- (iv) notify the other Party immediately if it becomes aware of a breach of this clause, in which case the Party in breach shall take any and all steps to remedy such breach;
- (v) facilitate the handling of any Personal Data Breach, that is likely to result in a risk to the rights and freedoms of natural persons for which the other Party is responsible as soon as reasonably practicable upon becoming aware, which shall include the Party responsible for the breach notifying the relevant supervisory authority, promptly and in any event no later than seventy-two (72) hours after becoming aware of it, as well as the relevant data subjects without undue delay, where required by the Data Protection Laws;
- (vi) provide reasonable assistance in assisting the other Party's obligations under the Data Protection Laws.
- (vii) Both parties may engage with third parties in connection with the Services and agree to comply with the applicable requirements under Data Protection Laws in relation to third parties. Both parties shall be liable for the acts and omissions of their respective third parties to the same extent such parties would be liable under the terms of this DPA, except as otherwise set forth in the Agreement.

7. Controller to Processor Clauses

In respect of the Personal Data processed by Deel as a Processor acting on behalf of Client under this Addendum, the Processor will:

- (a) process the Personal Data only on Client's written instructions, unless required by law to process it differently (in which case it shall, if permitted by such law, promptly notify Client of that requirement before processing);
- (b) process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of carrying out its obligations under the Agreement;
- (c) ensure that persons engaged in the processing of Personal Data are bound by appropriate confidentiality obligations;
- (d) keep a record of the processing it carries out, and ensure the same is accurate;
- (e) comply promptly with any lawful request from Client requesting access to, copies of, or the amendment, transfer or deletion of the Personal Data to the extent the same is necessary to allow Client to fulfill its own obligations under the Data Protection Laws, including Client's obligations arising in respect of a request from a data subject;
- (f) notify Client promptly if it receives any complaint, notice or communication (whether from a data subject, competent supervisory authority or otherwise) relating to the processing, the Personal Data or to either party's compliance with the Data Protection Laws as it relates to this Addendum, and provide Client with reasonable co-operation, information and other assistance in relation to any such complaint, notice or communication;
- (g) ensure in each case that, prior to the processing of any Personal Data by any Sub-Processor, the Processor and the Sub-Processor agree to contract on the terms set out in this Data Protection Addendum ("Relevant Terms"). The Processor shall procure the performance of the Relevant Terms by the Sub-Processor and shall be directly liable to Client for any breach by the Sub-Processor of any of the Relevant Terms;
- (h) only transfer the Personal Data outside of the European Economic Area if it has fulfilled each of the following conditions: (i) it has in place any of the specifically approved safeguards for data transfers (as recognized under the Data Protection Laws) in relation to the transfer; (ii) data subjects continue to have enforceable rights and effective legal remedies following the transfer; (iii) it provides an adequate level of protection to any Personal Data that is transferred (including by way of a European Commission finding of adequacy); and (iv) it complies with reasonable instructions with respect to the transfer;
- (i) inform Client without undue delay within forty-eight (48) hours after having become aware of a breach if any Personal Data processed under this Addendum is lost or destroyed or becomes damaged, corrupted, or unusable or is otherwise subject to unauthorized or unlawful processing including unauthorized or unlawful access or disclosure ("Personal Data Breach");
- (j) promptly provide Client with full cooperation and assistance in respect of the Personal Data Breach and all information in the Processor's possession concerning the Personal Data Breach, including the following:
 - (i) the possible cause and consequences of the Personal Data Breach;
 - (ii) the categories of Personal Data and the approximate number of data subjects involved; and
 - (iii) the measures taken by the Processor to mitigate any damage;
- (k) inform Client promptly if it receives a request from a data subject exercising their data subject rights and provide Client with reasonable cooperation and assistance in relation to such request;

- (l) not disclose the Personal Data to any third party other than at the request of Client or as otherwise required under the Agreement;
- (m) provide reasonable assistance to the Client in complying with its obligations under Data Protection Laws with respect to security, breach notifications, data protection impact assessments, and consultations with supervisory authorities or regulators;
- (n) provide Client with all information that is necessary to enable Client to monitor the Processor's compliance with the Data Protection Laws and its obligations under this Addendum at any time during regular business hours. Deel may satisfy Client's right of audit under the Data Protection Laws in relation to Personal Data, by providing an audit report not older than eighteen (18) months, prepared by an independent external auditor demonstrating that Deel's technical and organizational measures are sufficient and in accordance with an accepted industry audit standard. Deel reserves the right to refuse audit requests from an entity that is a competitor of Deel.; and
- (o) delete or return that Personal Data to Client at the end of the duration of the processing, and at that time delete or destroy existing copies. If return or destruction is impracticable or prohibited by law, rule or regulation, Deel shall take measures to block such Personal Data from any further processing (except to the extent necessary for processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control.
- (p) Client acknowledges and agrees that Deel may (i) engage its Affiliates and Sub-Processors listed in **Appendix 5** to this Addendum to access and process Personal Data in connection with the Services and (ii) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the processing of Personal Data. By way of this Addendum, Client provides general written authorization to Deel to engage Sub-Processors as necessary to perform the Services.
- (q) A list of Deel's current Sub-Processors (the "List") will be made available to Client, through a link provided by Deel, via email, or through other means made available to Client. Such a List may be updated by Deel from time to time. Deel provides a mechanism to subscribe to notifications of new Sub-Processors and Client agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Sub-Processors to access or participate in the processing of Personal Data, Deel will add such third parties to the List and notify Client. The Client may object to such an engagement by informing Deel within ten (10) days of receipt of the aforementioned notice by Deel, provided such objection is in writing and based on reasonable grounds relating to data protection. Client acknowledges that certain Sub-Processors are essential to providing the Services and that objecting to the use of a Sub-Processor may prevent Deel from offering the Services to Client.
- (r) If Client reasonably objects to an engagement in accordance with Section 7, and Deel cannot provide a commercially reasonable alternative within a reasonable period of time, Client may discontinue the use of the affected Service by providing written notice to Deel. Discontinuation shall not relieve Client of any fees owed to Deel under the Agreement.
- (s) If Client does not object to the engagement of a third party in accordance with Section 7 within ten (10) days of notice by Deel, that third party will be deemed a Client approved Sub-Processor for the purposes of this Addendum.
- (t) Deel will enter into a written agreement with the Sub-Processor imposing on the Sub-Processor data protection obligations comparable to those imposed on Deel under this Addendum with respect to the protection of Personal Data. In case a Sub-Processor fails to fulfill its data protection obligations under such written agreement with Deel, Deel will remain liable to Client for the performance of the Sub-Processor's obligations under such agreement.

8. Technical and organizational measures

1. Deel shall take suitable technical and organizational measures appropriate to the risk to ensure for protection of the security, confidentiality and integrity of Personal Data it Processes under this DPA. Deel guarantees that it has carried out the technical and organizational measures specified in **Appendix 2** to this DPA.
2. The technical and organizational measures are subject to the current state of technology and technical progress. In this regard, Deel is permitted to implement adequate alternative measures, provided that these measures may not provide a lower level of security to Client data than the stipulated measures in **Appendix 2** to this DPA.

9. Cross-border data transfers

1. The parties agree that when the transfer of Personal Data is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses or the UK Addendum.
 - (a) In relation to Personal Data that is protected by the EU GDPR and Restricted Transfers outside the EU, the Standard Contractual Clauses shall be incorporated into this Addendum by reference and the information required to complete the Standard Contractual Clauses is as follows:
 - (i) Module One (Controller to Controller) will apply where both Client and Deel are Controllers of the Personal Data under this DPA;

Module Two (Controller to Processor) will apply where Client is a Controller and Deel is a Processor of the Personal Data under this DPA;
 - (ii) in Clause 7, the optional docking clause will apply;
 - (iii) in Clause 9, Option 2 applies to the use of subprocessors;
 - (iv) in Clause 11, the optional language will not apply;
 - (v) Clause 13(a) Option 1 applies (supervisory authority with responsibility for ensuring compliance by the data exporter shall act as competent supervisory authority) as indicated in Appendix 4.
 - (vi) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law of The Republic of Ireland;
 - (vii) in Clause 18(b), disputes shall be resolved before the courts of The Republic of Ireland;
 - (viii) Annex I of the EU SCCs shall be deemed completed with the information set out in **Appendix 4** to this DPA; and
 - (ix) Annex II of the EU SCCs shall be deemed completed with the information set out in **Appendix 2** to this DPA.
 - (b) In relation to Personal Data that is protected by the UK GDPR and Restricted Transfers out of the UK, the UK Addendum shall be incorporated into this Addendum by reference and the information required to complete the UK Addendum is as follows:

- (i) Part 1 of the UK Addendum is completed as follows:
- in Table 1, as set forth in **Appendix 4.A** "List of parties" and **Appendix 3** 'Contact details of the parties';
 - in Table 2, the second option is selected, and the "Approved EU SCCs" are the Standard Contractual Clauses referred to in Section 11.1 (a) of this section;
 - in Table 3, Annexes 1 (A and B) of the "Approved EU SCCs" are **Appendix 4** (A and B) to this DPA, and Annex II of the "Approved EU SCCs" is **Appendix 2** to this DPA; and
 - in Table 4, both the "Importer" and the "Exporter" can terminate the UK Addendum.
- (ii) Part 2 of the UK Addendum is completed with the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

- (c) In relation to Personal Data that is protected by the Swiss DPA, the EU SCCs will apply completed as follows:

(i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA; (iii) references to "EU", "Union" and "Member State law" shall be replaced with "Switzerland"; (iv) Clause 13(a) and Part C of Annex II shall be deleted; (v) references to the "competent supervisory authority" and "competent courts" shall be replaced with "the Swiss Federal Data Protection and Information Commissioner" and "relevant courts in Switzerland"; (vi) Clause 17 shall be replaced to state "The Clauses are governed by the laws of Switzerland"; and (vii) Clause 18 shall be replaced to state "Any dispute arising from these Clauses shall be resolved by the applicable courts of Switzerland. The Parties agree to submit themselves to the jurisdiction of such courts".

2. In the event that any provision of this Addendum contradicts, directly or indirectly, the Standard Contractual Clauses or the UK Addendum, the Standard Contractual Clauses and the UK Addendum shall prevail. Where PIPL applies, the parties agree that the PIPL SCCs ("个人信息出境标准合同") shall prevail over any other data protection agreement.
3. If the Standard Contractual Clauses or the UK Addendum are deemed invalid by a governmental entity with jurisdiction over transferred personal data (e.g., the EU Court of Justice or the UK Government) or if such governmental entity imposes additional rules and/or restrictions regarding such Transferred Personal Data, the parties agree to work in good faith to find an alternative and/or modified approach with respect to such Transferred Personal Data which is in compliance with applicable laws.

10. Liability

This Addendum is without prejudice to the rights and obligations of the Parties under the Agreement which shall continue to have full force and effect, including any limitations and exclusions on liability contained therein which shall apply to this Addendum as if fully set forth herein.

11. Final Provisions

1. If individual provisions of this Addendum should be or become ineffective, this shall not affect its remaining provisions. The Parties undertake to replace the ineffective provisions with a legally valid provision that comes closest to the purpose of the ineffective provisions.
2. In the event of contradictions between this Addendum and any other agreements between the Parties, especially the Agreement, the provisions of this Addendum shall take precedence.
3. Ancillary agreements, amendments, and additions to this Addendum must be made in writing. This also applies to the amendment of this requirement for written form.

Signatories

On behalf of Client:

Client Full Legal Name:

Signatory Name

Position:

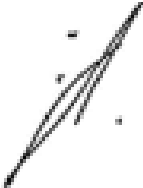
Date, Signature:

On behalf of Deel:

Deel Full Legal Name: **Deel. Inc**

Signatory Name **Alex Bouaziz**

Position: **CEO**



Date, Signature:

Appendix 1: Personal data

Personal Data Deel processes as Controller (Service: Deel Platform Account)

The usage of the payments function on the Deel platform triggers the AML processes.

Categories of data subjects

The personal data transferred concern the following categories of data subjects:

- ✓ Client's representatives and client's authorized users

Categories of personal data

The personal data transferred concern the following categories of data:

- ✓ Contact information: full name, e-mail addresses, phone numbers, and other ways in which Deel can contact the data subject
- ✓ Communications: any communication Client has with Deel, like emails and phone calls
- ✓ Information regarding the usage of the Deel Platform, like payment transactions and technical connection data (IP address, location, logs, etc..)
- ✓ Identification information: LinkedIn profile URL, government ID/passport, and other information to allow Deel to perform Know Your Business checks.

Sensitive Categories

The personal data transferred concern the following special categories of data:

Any personal data that may appear on identification documentation and are defined as special categories of data under applicable data protection laws (e.g. religion, government ID number).

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ storage and other processing necessary to provide, maintain, and update the Deel Platform Services provided to the Client
- ✓ to provide technical support to the Client
- ✓ disclosures in accordance with the Agreement, as compelled by law

Duration of processing

Deel will process personal data as a controller for as long as needed to provide the Services under the Agreement or as required by law.

Personal Data Deel processes as Controller (Service: EOR/Consulting Services)

Categories of data subjects

The personal data transferred concern the following categories of data subjects:

- ✓ Consultants employed by Deel to provide services to the Client (EORs)

Categories of personal data

The personal data transferred concern the following categories of data:

- ✓ Contact information: full name, email address, nationality, working location
- ✓ Employment information: job title, seniority level, team, employment type, compensation, employment start and end dates, probation period, termination reason, benefits

Sensitive Categories

The personal data transferred concern the following special categories of data:

- ✓ Information about the health status of the employees (sick leaves, medical certificates, fitness to work, decisions of the Labor Expert Medical Commissions)

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Create and manage the employment relationship with the consultant (EOR)
- ✓ Comply with applicable laws and regulations (e.g. tax, insurance, employment, etc.)
- ✓ Provide consulting services to Clients

Duration of processing

Deel will process personal data as a controller for as long as needed to provide the Services under the Agreement or as required by law.

Personal Data Deel processes as Controller (Service: Equity Services)

Categories of data subjects

The personal data transferred concern the following categories of data subjects:

- ✓ Consultants employed by Deel to provide services to the Client (EORs)

Categories of personal data

The personal data transferred concern the following categories of data:

- ✓ Contact information: full name
- ✓ Equity related data: number of options or shares, options or shares market value, exercise price, exercise date

Sensitive Categories

The personal data transferred concern the following special categories of data:

- ✓ None

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Payroll processing and tax implications: upon tax event, Deel will process through the payroll all employment-related tax implications including withholding, national insurance contributions, and further applicable taxes
- ✓ Deel will take care of any applicable reporting to be made as the employer
- ✓ Special applicable election/tax relief treatment

Duration of processing

Deel will process personal data as a controller for as long as needed to provide the Services under the Agreement or as required by law.

Personal Data Deel processes as Controller (Service: Entity Incorporation Services)

Categories of data subjects

The personal data transferred concern the following categories of data subjects:

- ✓ Shareholders, BoD members, UBOs, Client's POCs, Client's representatives, Client's directors

Categories of personal data

The personal data transferred concern the following categories of data:

- ✓ Contact information: full name, date of birth, citizenship, home address, email address, phone number, job titles, etc.
- ✓ Identification information: government ID/passport, tax ID
- ✓ Equity-related information: number of shares, amount of contribution, etc.

Sensitive Categories

The personal data transferred concern the following special categories of data:

- ✓ Any personal data that may appear on identification documentation and are defined as special categories of data under applicable data protection laws (e.g. religion, government ID number)
- ✓ Any information about PEPs that may reveal political beliefs

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Provide entity incorporation support
- ✓ Facilitate the register of address for the incorporated company
- ✓ Facilitate resident corporate secretary services
- ✓ Provide resident director services

- ✓ Provide corporate maintenance services (i.e. corporate administration, document management, compliance calendar)

Duration of processing

Deel will process personal data as a controller for as long as needed to provide the Services under the Agreement or as required by law.

Personal Data Deel processes as Processor (Service: Mobility Services)

Categories of data subjects

The personal data transferred concern the following categories of data subjects:

- ✓ Consultants employed by Deel to provide services to the Client (EORs), EOR employee dependents, Contractors (ICs), Client POCs, Candidates

Categories of personal data

The personal data transferred concern the following categories of data:

- ✓ Contact information: full name, date of birth, citizenship, home address, email address, phone number, etc.
- ✓ Identification information: government ID/passport/driver's license, tax ID, DoB, citizenship
- ✓ Employment information: education, employment background, salary, bank statements, bank account details, transactional data, children's/underaged data, CV, employment contract, job position

Sensitive Categories

The personal data transferred concern the following special categories of data:

- ✓ Any personal data that may appear on identification documentation and are defined as special categories of data under applicable data protection laws (e.g. religion, government ID number)

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Provide visa assessment and application support
- ✓ Facilitate work authorization
- ✓ Reporting for statistical and fraud prevention purposes

Duration of processing

Deel will process personal data as a processor for the duration outlined in clause 7 of this DPA.

Personal Data Deel processes as Processor (Service: Global Payroll):

Categories of data subjects

The personal data transferred concern the following categories of data subjects:

- ✓ Client's direct employees and contractors

Categories of personal data

The personal data transferred concern the following categories of data:

- ✓ Identification information: name, addresses, e-mail addresses, phone numbers, number of personal ID card, date of issuance, issued by, date of birth, and PIN (Personal Identification Number), respectively tax ID number and/or personal number of a foreigner
- ✓ Sex
- ✓ Family status and information about dependent persons (children), when necessary
- ✓ Bank account information
- ✓ Tax status information
- ✓ Employment information: labor remuneration, annual leave and other types of leave, as well as the grounds for such, pension, compensations, bonuses and other benefits, date of employment, period of employment, labor agreement terms, and information about termination of labor relationship, place of work, information about the job (including job positions, job descriptions, employment history, working time, information about company email), details on current and previous remuneration(s)
- ✓ Information about restraints over labor relationships and related information
- ✓ Other information about the persons in their respective capacities, which might be necessary with respect to the assigned work

Sensitive Categories

The personal data transferred concern the following special categories of data:

- ✓ Information about the health status of the employees (sick leaves, medical certificates, decisions of the Labor Expert Medical Commissions)
- ✓ A copy of the ID document/in all cases, when this is required by law

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Registration of labor agreements (new hires), terminations, and changes in labor relationships, according to the requirements of the applicable legislation
- ✓ Payroll gross-to-net calculation for the employees, which contains the settlement of the basic salary, bonuses, social expenses, assignment fees, holidays and sick benefits, etc., including deductions (e.g. alimony, credit deductions, etc.) by the written instructions of the employer
- ✓ Determination of the taxes and contributions related to salary/remunerations
- ✓ Preparation of summary reports for the employer, which contain the gross and net salaries per employee, and taxes and contributions paid by the employees and the employer (payroll ledger)
- ✓ Preparation and sending of the pay slips.
- ✓ Preparation of electronic bank transfer files for the payables to tax authorities with deadlines, amounts, and bank account numbers; as well as employees' net salaries, and entering payment orders in e-banking platforms;
- ✓ Preparation of General ledger file in electronic format for the purposes of accounting processing (accrual) of salaries/remunerations, compensations, insurances, taxes on incomes of individuals, etc. (recapitulation).

- ✓ Preparation and submission via the Internet of employment declarations, as well as declarations and other documents in relation to sick leaves, motherhood and other similar in accordance with the applicable legislation
- ✓ Preparation of employment certificates (salary notes) for employees, when necessary based on a requirement of law, or in case of a request from the employees
- ✓ Filling-in and preparation of labor books
- ✓ Preparation of reports for salaries for the annual financial statements
- ✓ Preparation of annual (and quarterly, if applicable) reports
- ✓ Submission of sick leave sheets and other documents, related to payments of compensation, provided by the employer
- ✓ Preparation of labor agreements and addendums, termination orders and other documents, related to initiating, changes and termination of labor employment
- ✓ Preparation of various reports about salary expenses and elements of the labor remuneration, information for leaves and other similar, upon request by the employer, in case of external independent audit and/or in case of audits by the relevant authorities based on the applicable social, tax and labor legislation
- ✓ Submission of labor files, payroll ledger and other information to NII in relation to liquidation of the company of the employer, according to the applicable legislation (if explicitly assigned by the Assignor)
- ✓ Reporting for statistical and fraud prevention purposes
- ✓ Other processing activities, which can be assigned by the Client to Deel under the Agreement

Duration of processing

Deel will process personal data as a processor for the duration outlined in clause 7 of this DPA.

Personal Data Deel processes as Processor (Service: Deel HR/Deel Engage)

Categories of data subjects

The personal data transferred may concern the following categories of data subjects:

- ✓ Client's direct employees and contractors

Categories of personal data

The personal data transferred may concern the following categories of data:

- ✓ Identification information: full name, addresses, e-mail addresses, phone numbers, number of personal ID card/passport, date of birth, nationality
- ✓ Employment information: job title, seniority level, department, direct manager, team, entity, work/office location, compensation, timezone, employment contract, start dates, employee number, employment type, contract term, last working day, termination reason
- ✓ Time off: Vacation accrual start date, vacation days yearly, time off requests including dates and reason
- ✓ Referrals: CV
- ✓ Banking information based on the country of residence
- ✓ Benefits-related information: equipment rented, delivery and collection dates, equipment delivery address, office pass
- ✓ Identity verification: government ID, selfie
- ✓ Other information based on the country of residence and the compliance documentation provided by the Client's staff and other data as defined by the Client.

Sensitive Categories

The personal data transferred may concern the following special categories of data:

- ✓ A copy of the ID document
- ✓ Sick leave
- ✓ Any sensitive information included in the compliance documentation stored by the Client on the Deel platform
- ✓ DE&I data as may be added to open fields by the Client

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Provision of a complete overview of the team
- ✓ Management of staff onboarding and offboarding
- ✓ Management of benefits such as provision of equipment and flexible office space
- ✓ Management of performance
- ✓ Provision of employee engagement dashboard highlighting key metrics related to the employee experience
- ✓ Management of time-off, referrals, pulse surveys, teammate introductions and team bonding, internal 1-on-1 meetings, new hire onboarding, org chart visualization and user directory
- ✓ Provision of other engagement products that help organize and streamline daily operations within a company
- ✓ Provision of reports such as reports that capture key factors like employee attrition, organization growth, department performance, or payroll reports
- ✓ Reporting for statistical and fraud prevention purposes
- ✓ Other processing activities, which can be assigned by the Client to Deel under the Agreement

Duration of processing

Deel will process personal data as a processor for the duration outlined in clause 7 of this DPA.

Personal Data Deel processes as Processor (Service: Independent Contractor)

Categories of data subjects

The personal data transferred may concern the following categories of data subjects:

- ✓ Client's contractors

Categories of personal data

The personal data transferred may concern the following categories of data:

- ✓ Identification information: Including full name, addresses, e-mail addresses, phone numbers
- ✓ Scope of work information:., seniority level, entity, compensation, timezone, contract, start and end dates, contract type, contract term termination reason, notice period, scope of work, tax residence, worker type
- ✓ Equity information (if applicable)
- ✓ Other information based on the country of residence and the compliance documentation provided by the Client's staff and other data as defined by the Client.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Create and manage the employment relationship with the consultant (IC)
- ✓ Comply with applicable laws and regulations (e.g. tax, insurance, employment, etc.)
- ✓ Support the provision of consulting services to Clients

Duration of processing

Deel will process personal data as a controller for as long as needed to provide the Services under the Agreement or as required by law.

Personal Data Deel processes as Processor (Service: Deel Integrations)

Categories of data subjects

The personal data exchanged between Clients' integrated 3rd party solutions and the Deel Platform may concern the following categories of data subjects:

- ✓ Depending on the integration, it may be client's direct employees, EORs, Contractors (ICs)

Categories of personal data

The personal data transferred may concern the following categories of data:

- ✓ Any personal information exchanged through integrations between Deel and the third-party service providers, such as identification information, employment information, time off and other information depending on the integration used

Sensitive Categories

The personal data transferred may concern the following special categories of data:

- ✓ Any sensitive information that may be exchanged depending on the integration

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ Import or export data and other content to or from third - party products

Duration of processing

Deel will process personal data as a processor for the duration outlined in clause 7 of this DPA.

Appendix 2: Technical and Organizational Measures

Deel has implemented comprehensive organizational and technological measures to ensure the safety of personal data as well as undisturbed operation in an optimal manner.

The following technical and organizational measures have been taken:

a) Admission control:

Measures to prevent unauthorized persons from gaining access to the data processing equipment used to process personal data.

| Imple-mented | Measure |
|--------------|---|
| Y | Access control guidelines and regulations |
| Y | Security areas are clearly defined |
| Y | Appropriate implementation of measures to secure Datacenter Access |
| Y | Security also outside working hours by alarm system and/or plant security |
| Y | Access only for authorized persons (company employees and external persons) |
| Y | Regulation for external parties |
| Y | Implementation of locks |
| Y | External staff is accompanied by Deel staff |

b) Access control:

Measures and procedures to prevent unauthorized persons from using the data processing equipment.

| Imple-mented | Measure |
|--------------|---|
| Y | Regulation of user authorizations (administration incl. assignment of rights, assignment of special rights, revocation of authorizations, regular reviews). |
| Y | Password policy (secure passwords, regular changes, regular reviews). |
| Y | Use of encryption routines for mobile data carriers (incl. notebooks, USB sticks) |
| Y | Remote user authentication (cryptographic techniques, hardware identification, VPN solutions) |
| Y | BYOD policy |
| Y | Obligation to maintain data secrecy in accordance with Art. 28 Para. 3 lit. b EU GDPR |
| Y | Role-based authorization |
| Y | Controlled destruction of data carriers |
| Y | Regular security audit |

c) Access monitoring:

Measures to ensure that those authorized for data processing can only access the personal data subject to their access authorization.

| Imple-mented | Measure |
|--------------|---|
| Y | Control of access authorization (differentiated authorizations via profiles, roles, time limit) |
| Y | Provision of appropriate authentication technologies |
| Y | Security Logs (ex: unsuccessful and successful authentication attempts). |
| Y | Guidelines for the pseudonymization/anonymization of personal data |

d) Transfer control:

Measures to ensure that personal data cannot be read, copied, altered or removed without authorisation during electronic transmission, transport or storage on data carriers.

| Implemented | Measure |
|-------------|---|
| Y | Guidelines for the exchange of information of all kinds |
| Y | Encryption during data transmission and at rest (network encryption, TLS) |
| Y | Logging during the transmission of data |
| Y | Method for detecting and protecting malware |
| Y | Access Control |
| Y | Encryption of data carriers before transport |
| Y | Handover of data carriers to authorized persons only |
| Y | Controlled destruction of data carriers |

e) Input control:

Measures to ensure authenticated entry of personal data.

| Implemented | Measure |
|-------------|--|
| Y | Access control |
| Y | Data security policy |
| Y | Process, program and workflow organization |

f) Order control:

Measures to ensure that personal data is processed within the boundaries and conditions as set out in this Addendum

| Implemented | Measure |
|-------------|--|
| Y | Contract in writing with determination of the data protection agreements |
| Y | Formalized order placement |
| Y | Careful selection of the subcontractor |
| Y | Monitoring the proper execution of the contract |
| Y | Separation of duty |

g) Availability control:

Measures to ensure that personal data is protected against accidental destruction or loss.

| Implemented | Measure |
|-------------|--|
| Y | Controlled process to ensure business operations (BCM)/IT-SCM |
| Y | Contingency plans |
| Y | Regular back-ups according to a backup plan |
| Y | Protection of systems against database failure, service level agreements with IT service providers |
| Y | Mirroring of data |
| Y | Antivirus/Firewall |
| Y | Redundant hardware |

h) Separation control:

Measures to ensure that data collected for different purposes can be processed separately.

| Imple-mented | Measure |
|---------------------|------------------------|
| Y | Client separation |
| Y | Functional separations |

i) Procedures for periodic review and evaluation

Procedures for regular review, evaluation and evaluation of the effectiveness of technical and organizational measures

| Imple-mented | Measure |
|---------------------|------------------------------|
| Y | Data Protection Management |
| Y | Incident response management |

Appendix 3: Contact details of the parties

Authorized representatives of the parties on data protection matters:

Deel’s Data Protection Officer

| Name | Address / Telephone | Email |
|-----------------------|-----------------------------------|--------------|
| George Knap, Deel DPO | 45 Quai de la Seine, 75019, Paris | dpo@deel.com |

Client’s Data Protection Officer/ Privacy Representative (if applicable)

| Name | Address / Telephone | Email |
|-------|---------------------|-------|
| | | |

Appendix 4: STANDARD CONTRACTUAL CLAUSES – ANNEX 1: Personal Data

A. LIST OF PARTIES

Controller / Data exporter:

| | | |
|----|--|---|
| 1. | Name: | As detailed in Client details on page 1. |
| | Address: | As detailed in Client details on page 1. |
| | Contact person's name, position and contact details: | As detailed in Appendix 3. |
| | Activities relevant to the data transferred under these Clauses: | Processing of Personal Data necessary to provide the services pursuant to the terms of the Agreement. |
| | Signature and date: | This Annex 1 shall be deemed executed upon execution of the DPA. |
| | Role (controller/processor): | Controller |

Controller or Processor / Data importer:

| | | |
|----|--|--|
| 1. | Name: | Deel Inc. |
| | Address: | As detailed in Deel details on page 1. |
| | Contact person's name, position and contact details: | As detailed in Appendix 3. |
| | Activities relevant to the data transferred under these Clauses: | The provision of international HR services, and related services. |
| | Signature and date: | This Annex 1 shall be deemed executed upon execution of the DPA Amendment. |
| | Role (controller/processor): | Controller / Processor (as detailed in Appendix 1) |

B. DESCRIPTION OF TRANSFER

| | |
|---|----------------------------|
| Categories of data subjects whose personal data is transferred: | As detailed in Appendix 1 |
| Categories of personal data transferred: | As detailed in Appendix 1. |

| | |
|--|---|
| Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: | Sensitive data is transferred as detailed in Appendix 1. Personal Data including sensitive Personal Data will be protected in accordance with Appendix 2. |
| The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): | Continuous for the duration of the Services. |
| Nature of the processing: | Processing of Personal Data to provide services pursuant to the terms of the Agreement, including international payroll services. |
| Purpose(s) of the data transfer and further processing: | Processing operations detailed in Appendix 1 |
| The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: | For the duration of the Services. Upon termination or expiry of the Services, Deel shall promptly delete any Personal Data it has processed for Client in connection with the Services unless Deel is required to keep the data for legal and regulatory reasons. |
| For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: | N/A |

C. COMPETENT SUPERVISORY AUTHORITY

| | |
|---|---|
| Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs) | Where the EU GDPR applies, the competent authority shall be determined in accordance with Clause 13 of the Standard Contractual Clauses. Where the UK GDPR applies, the competent authority shall be the UK Information Commissioner's Office. |
|---|---|

Appendix 5: Sub-Processors

To support its business operations and the delivery of the Deel services, Deel may engage and use data processors with access to certain client data (each, a "Sub-Processor"). For important information about the identity, location and role of each Sub-Processor please **log in to your Deel Client account** and visit the following site: <https://www.deel.com/privacy/data-subprocessors>.

Appendix 6: Jurisdiction Specific Terms

1. Australia

1.1 The definition of "Non-EU Data Protection Laws" includes the Australian Privacy Principles and the Australian Privacy Act (1988).

1.2 The definition of "personal data" includes "Personal Information" as defined under Australian data protection law.

1.3 The definition of "Sensitive Data" includes "Sensitive Information" as defined under Australian data protection law.

2. Brazil

2.1 The definition of "Non-EU Data Protection Laws" includes the Lei Geral de Proteção de Dados (General Personal Data Protection Act).

2.2 The definition of "Security Incident" includes a security incident that may result in any relevant risk or damage to data subjects.

2.3 The definition of "processor" includes "operator" as defined under Brazilian data protection law.

3. Canada

3.1 The definition of "Non-EU Data Protection Laws" includes the Federal Personal Information Protection and Electronic Documents Act.

4. European Economic Area (EEA)

4.1 The definition of "EU/UK Data Protection Laws" includes the General Data Protection Regulation (EU 2016/679) ("GDPR").

5. Israel

5.1 The definition of "Non-EU Data Protection Laws" includes the Protection of Privacy Law.

5.2 The definition of "Controller" includes "Database Owner" as defined under Israeli data protection law.

5.3 The definition of "processor" includes "Holder" as defined under Israeli data protection law.

6. Japan

6.1 The definition of "Non-EU Data Protection Laws" includes the Act on the Protection of Personal Information ("APPI").

6.2 The definition of "personal data" includes information about a specific individual applicable under Section 2(1) of the APPI.

7. Mexico

7.1 The definition of “Non-EU Data Protection Laws” includes the Federal Law for the Protection of Personal Data Held by Private Parties and its Regulations.

8. Singapore

8.1 The definition of “Non-EU Data Protection Laws” includes the Personal Data Protection Act 2012 (“PDPA”).

9. Switzerland

9.1 The definition of “Non-EU Data Protection Laws” includes the Swiss Federal Act on Data Protection, as revised (“FADP”).

10. United Kingdom (UK)

10.1 The definition “EU/UK Data Protection Laws” includes the UK GDPR and Data Protection Act 2018.

10.2 “UK GDPR” has the same meaning as defined in section 3 of the Data Protection Act 2018.

11. United States of America

11.1 The definition “Non-EU Data Protection Laws” includes all state laws relating to the protection and processing of personal data in effect in the United States of America, which may include, without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CCPA”), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act.

11.2 The definition of “data subject” includes “Consumer” as defined under CCPA.

11.3 The definition of “Controller” includes “Business” as defined under CCPA. The definition of “Data Processor” includes “Service Provider” as defined under CCPA.

11.4 The definition of “Personal Data” includes “Personal Information” as defined under the CCPA.

11.5 The terms “Business Purpose” and “Sell”, shall have the same meaning as in the CCPA.

11.6 Deel will process the Personal Information only for the business purposes set forth in the Agreement, including the purpose of processing and processing activities set forth in this Data Processing Addendum. Deel will not sell or share Personal Information or retain, use, or disclose Personal Information (i) for any purpose other than the ones set forth in this Data Processing Addendum, or as otherwise permitted by the CCPA; or (ii) outside of the direct business relationship between Client and Deel;

12. China

12.1 The definition of “Non-EU Data Protection Laws” includes the Personal Information Protection Law (PIPL).

12.2 The definition of “Personal Data” includes “Personal Information” as defined under the PIPL.

12.3 The definition of “Sensitive Data” includes “Sensitive Personal Information” as defined under the PIPL.

12.4 The definition of “Controller” includes “Personal information Handler” as defined under the PIPL.

