



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the agreement regarding Quinyx’s provision of its standard services (the “**Agreement**”) between Quinyx AB (“**Quinyx**”) and the customer entity identified in the Ordering Document referencing the Terms (“**Customer**”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them elsewhere in the Agreement.

By entering into the Agreement, the parties are deemed to have signed all exhibits and ancillary documents referenced directly or indirectly in this DPA, where applicable.

1. *EEA/UK.* To the extent the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and/or the UK General Data Protection Regulation applies to Quinyx’s processing of personal data solely on behalf of Customer under the Agreement, the latest version of Quinyx’s standard Data Processing Agreement published on [quinyx.com/dpa](https://quinyx.com/dpa) (the “GDPR DPA”) shall apply to the processing of such personal data, as well as the appropriate EU Standard Contractual Clauses referenced therein (to the extent required). For clarity, the Standard Contractual Clauses will apply for any transfers of personal data to non-EEA countries not covered by an adequacy decision by the European Commission (e.g., the United States). In the event of a conflict between the Agreement and the GDPR DPA, the GDPR DPA will apply to the extent applicable to the relevant personal data.
2. *CCPA.* To the extent Quinyx processes personal information regulated by the California Consumer Privacy Act of 2018 (together with any regulations promulgated thereunder, “CCPA”) solely on behalf of Customer, then the California Data Exhibit attached hereto as Exhibit A shall apply to Quinyx’s Processing of such personal information and the parties hereby agree to comply with such California Data Exhibit. In the event of a conflict between the Agreement and the California Data Exhibit, the California Data Exhibit will control to the extent applicable to the relevant personal information.
3. *Canada.* If Customer is located in Canada, the GDPR DPA shall apply, with the following additional terms/amendments:  
  
The terms:  
“controller” shall include the accountable entity under data protection laws;  
  
“data protection laws” shall include the Personal Information Protection and Electronic Documents Act (Canada) and any substantially similar provincial laws including, without limitation, the Personal Information Protection Act (Alberta) and the Personal Information Protection Act (British Columbia), an Act respecting personal information in the private sector (Quebec), and any associated regulations and guidelines;  
  
“data subject” shall include the impacted individual under data protection laws; and  
  
“personal data” shall include personal information as defined in data protection laws.  
  
In the event of a conflict between the Agreement and the provisions of this Section 3, this Section will apply to the extent applicable to the relevant personal data.



## Exhibit A: California Data Exhibit

1. *CCPA Provisions.* As between the parties, Quinyx is a service provider to Customer with respect to California Personal Data.
2. *Definitions.* In this California Data Exhibit:
  - “**California Personal Data**” means any information relating to any identified or identifiable individual, household, or device, regulated by the CCPA.
  - “**Health Insurance Information**” means a California resident's insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the California resident, or any information in a California resident's application and claims history, including any appeals records.
  - “**Medical Information**” means any California Personal Data, in electronic or physical form, regarding a California resident's medical history or medical treatment or diagnosis by a health care professional.
  - “**Sensitive California Personal Data**” means any California Personal Data that constitutes either of the following: (A) California resident's first name or first initial and his or her last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted: (I) social security number; (II) driver's license number, California identification card number, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific California resident; (III) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an California resident's financial account; (IV) Medical Information; (V) Health Insurance Information; or (VI) unique biometric data generated from measurements or technical analysis of human body characteristics, such as a fingerprint, retina, or iris image, used to authenticate a specific California resident (except that unique biometric data does not include a physical or digital photograph, unless used or stored for facial recognition purposes); or (B) a username or email address in combination with a password or security question and answer that would permit access to an online account. Sensitive California Personal Data does not include publicly available California Personal Data that is lawfully made available to the general public from federal, state, or local government records.

The following terms have the meanings given in the CCPA: "business purpose", "personal information",
- “processing”, “service provider”, “sell”, “selling”, “sale” and “sold”.
3. *Quinyx Obligations.* Except as otherwise required by applicable law, Quinyx shall:
  - i. process the California Personal Data for the business purpose of providing the Services or as otherwise permitted by the CCPA;
  - ii. implement and maintain commercially reasonable security procedures and practices appropriate to the nature of the Sensitive California Personal Data (if any) intended to protect such Sensitive California Personal Data from unauthorized access, destruction, use, modification, or disclosure;
  - iii. not retain, use or disclose California Personal Data for any purpose outside the scope of the business relationship of the parties and other than for the specific purpose of providing the Services, nor retain, use, or disclose the California Personal Data for a commercial purpose other than providing the Services, or as otherwise permitted by the CCPA as applicable to service providers;
  - iv. not collect or use California Personal Data except as reasonably necessary to provide the Services;
  - v. not sell California Personal Data;
  - vi. to the extent necessary, use commercially reasonable efforts to assist Customer, at Customer's expense, in Customer's fulfillment of Customer's obligation to respond to California residents' requests to exercise rights with respect to their California Personal Data under the CCPA; and
  - vii. use commercially reasonable efforts to assist Customer, at Customer's expense, to the extent necessary to support Customer's compliance with Customer's obligations under the CCPA.

For the avoidance of doubt, Quinyx understands the restrictions provided in Sections 3 iii. and 3 v. above and will comply with them.
4. *Engagement of Service Providers.* Nothing in this DPA shall prevent Quinyx from engaging its own service providers in the processing of California Personal Data, provided that Quinyx shall enter into contractual arrangements with such service providers requiring a substantially similar level of data protection compliance and information security as that provided in this California Data Exhibit with respect to California Personal Data.