DATA PROCESSING AGREEMENT
Version of 30 May 2023

> THIS DATA PROCESSING AGREEMENT STIPULATES HOW HRLINKIT PROCESSES PERSONAL DATA AS A DATA PROCESSOR ON BEHALF OF THE CLIENT. THIS DATA PROCESSING AGREEMENT FORMS AN INTEGRAL PART OF THE [AGREEMENT] BETWEEN HRLINKIT AND THE CLIENT.

1. Definitions

1.1. **'Data Processing Agreement'**: The present document and the Annexes.
1.2. **'HRLINKIT'**: HRLINKIT BV, company governed by Belgian law, with registered office at Goudfazantenlaan 5A, 3001 Leuven (Belgium), with company registration number BE 0474.404.927.
1.3. **'Client'**: [NAME], company governed by [COUNTRY] law, with registered office at [ADDRESS], and company registration number [NUMBER].
1.4. **'Agreement'**: The agreement between HRLINKIT and Client dated [DATE] for the Services, with all addenda, including this Data Processing Agreement, duly signed by both Parties.
1.5. **'Services'**: HRLINKIT provides the Client with services as described hereafter: [FILL IN].
1.6. **'Personal Data'**: all information as set out in ANNEX 1 about an identified or identifiable natural person; an identifiable natural person is someone who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
1.7. **'Third Party':** Any natural or legal person who is not a party to the Agreement.
1.8. **'Sub-Processor'**: Any third party engaged by HRLINKIT as a sub-processor to provide specific services and included in ANNEX 2.
1.9. **"GDPR"**: Regulation (EU) 2016/679 of the European Parliament and of the Council 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.

The terms 'Commission', 'Controller', 'Data Subject', 'Member State', 'Personal Data Breach', 'Processing', and 'Supervisory Authority' have the same meaning as in the GDPR and their associated terms shall be interpreted accordingly.

2. Data Protection

2.1. Insofar as HRLINKIT processes the Personal Data of Third Parties as part of the Services provided to the Client, the Parties confirm that when Processing these Personal Data of Third Parties, the Client shall be the Controller, and HRLINKIT shall be the Processor as explained in this Data Processing Agreement.
2.2. The Client confirms that Third Parties whose Personal Data are processed have been informed and, where necessary, have given their consent.

3. Processing of Personal Data

3.1. When Personal Data are processed by HRLINKIT to provide the Services, HRLINKIT shall only process Personal Data or allow Personal Data to be transferred to Third Parties:
3.1.1. in accordance with the Services r as agreed between the Parties;
3.1.2. in accordance with the GDPR.
3.2. Where Personal Data are processed by HRLINKIT for the provision of the Services, the access to the Personal Data shall be strictly limited to the employees or subcontractors who need

to have access to them. HRLINKIT shall take all reasonable measures and ensure that all employees and subcontractors who Process Personal Data are bound by the appropriate contractual or legal obligation of confidentiality.

4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement and ensure that their Subcontractors and employees implement the appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data.

5. Sub-processing

5.1. The Client authorises HRLINKIT to appoint Sub-Processors. HRLINKIT shall inform the Client and keep a list of the appointed Sub-Processors, which will be included as ANNEX 2 to the Data Processing Agreement. HRLINKIT may add or delete Sub-Processors on the list in ANNEX 2 and will notify the Client by e-mail or any other electronic means.

5.2. HRLINKIT remains fully liable towards the Client if a Sub-Processor fails to fulfil its obligations in relation to the Processing of Personal Data.

5.3. If the Client unreasonably objects to a Sub-Processor, or unduly delays a response to a request in writing from HRLINKIT in that respect, HRLINKIT reserves the right to terminate the Agreement without any compensation being due to the Client.

6. Rights of the Data Subject

6.1. If the Client receives a request from a Data Subject exercising a right under the GDPR and relating to Personal Data processed by HRLINKIT, HRLINKIT shall assist the Client to the extent necessary and reasonable to comply with the Data Subject's request. If the Client as the Controller instructs HRLINKIT to do so, the Processor shall correct, delete, or process the Data Subject's data as requested by the latter.

6.2. If a Data Subject approaches HRLINKIT directly regarding the Processing of Personal Data, HRLINKIT will refer the Data Subject to the Client. HRLINKIT will not process the request of the Data Subject itself, unless instructed otherwise by the Client.

6.3. HRLINKIT will be entitled to charge the Client reasonable costs for such assistance.

7. Data Protection Impact Assessment

7.1. HRLINKIT shall provide reasonable assistance to the Client in relation to the Data Protection Impact Assessment and consultation with the Supervisory Authority, if the Client reasonably believes that this is required pursuant to Article 35 or 36 of the GDPR, in each case exclusively in relation to the Processing of Personal Data of the Client and taking into account the nature of the Processing and the information available to HRLINKIT.

7.2. HRLINKIT shall provide the necessary support as reasonably requested by the Client when the Client is required to cooperate with any assessment, investigation, notification, or request under the GDPR.

7.3. HRLINKIT will be entitled to charge the Client reasonable costs for such assistance.

8. Audit

8.1. At the Client's request, HRLINKIT shall make available all information that is necessary to prove that HRLINKIT is complying with its obligations under this Data Processing Agreement.

8.2. HRLINKIT shall cooperate with any audits conducted by the Client and related to the obligations under this Data Processing Agreement, provided that:

8.2.1. The number of audits is limited to one (1) audit per calendar year, except if the Client is required to do so by a Supervisory Authority;

8.2.2. The audit takes place within office hours and with reasonable prior notice to HRLINKIT of at least three (3) working days.

8.3. HRLINKIT will be entitled to charge the Client reasonable costs for such assistance.

9. Personal Data Breach

9.1. HRLINKIT shall, without undue delay notify the Client of a Breach relating to the Client's Personal Data.

9.2. HRLINKIT shall inform the Client adequately to allow the Client to inform the Data Subject or the Supervisory Authority as regards the Breach under the GDPR and to fulfil all obligations relating to the investigation, litigation, and resolution of a Breach.

9.3. The Processor shall state at least the following in this notification: (i) nature of the incident; (ii) when it was identified; (iii) Personal Data affected; (iv) reasonable measures taken to limit additional damage.

9.4. Unless the GDPR obliges HRLINKIT to do so, or it is expressly required to do so by a Controller, the Processor shall not disclose any information regarding a Personal Data Breach to any third party.

9.5. It is the Client's responsibility as the Controller to report any Breach to the Supervisory Authority.

9.6. HRLINKIT will be entitled to charge the Client reasonable costs for such assistance.

10. Duration and erasure or return of Personal Data

10.1. The Data Processing Agreement enters into force upon signing and ends upon termination of the Agreement or when the Services are delivered by HRLINKIT.

10.2. After termination of the Agreement, HRLINKIT shall erase or return all of the Client's Personal Data, except if the law of the European Union or a Member State requires the Personal Data to be saved.

10.3. At the Client's request, HRLINKIT shall confirm in writing that it has complied with this within thirty (30) calendar days after termination of the Agreement.

11. Transfer of Personal Data outside the European Union

11.1. The Client agrees to Personal Data being transferred to data servers hosted by Sub-Processors of HRLINKIT within the European Economic Area (EEA).

11.2. HRLINKIT processes Personal Data only within the EEA. HRLINKIT undertakes not to export Personal Data to a country that is not a member of the EEA and that offers no appropriate level of protection without the Client's prior written consent.

12. Miscellaneous

12.1. If any provision of the Data Processing Agreement is invalid or unenforceable, the remainder of the Data Processing Agreement will remain valid and in force. The invalid or unenforceable provision shall:
  12.1.1. where necessary be amended to safeguard its validity and enforceability, maintaining the intentions of the Parties; or
  12.1.2. be phrased as though the invalid or unenforceable part had never been included.
12.2. If there are new guidelines or amendments to the GDPR or case law, HRLINKIT may make all mandatory amendments to any software applications and/or amend this Data Processing Agreement without requiring the Client's prior consent in writing. Any non-mandatory amendments shall only come into force after prior notification to the Client and, in the absence of any written response from the Client, within one (1) month after the date of notification.
12.3. In the event of any contradiction, ambiguity, or inconsistency between a provision of the Agreement and the Data Processing Agreement, the Data Processing Agreement shall prevail.
12.4. This Data Processing Agreement is subject to Belgian law.
12.5. The business court of Leuven has exclusive jurisdiction.

Signed on [DATE] at [PLACE] by the authorised representatives of each of the Parties. This Data Processing Agreement has been drawn up in two (2) copies, each Party acknowledging receipt of its copy.

Annexes
  - Annex 1: Details of processing of personal data
  - Annex 2: List of Sub-Processors

CLIENT	HRLINKIT
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

ANNEX 1: DETAILS REGARDING THE PROCESSING OF PERSONAL DATA

This Annex contains further information on the processing activity, to supplement the information already provided in the Agreement and the Data Processing Agreement

1. *The categories of Data Subjects whose Personal Data are Processed*

Categories of Data Subjects	Strike through or delete anything that doesn't apply
Candidate	Yes
Employee	Yes
Temporary employee	Yes
Freelance Contractor	Yes
Contact person (external stakeholder in the recruitment process)	Yes
Software user (internal stakeholder in the recruitment process)	Yes
Other categories of Data Subject (please specify)	No If yes, please specify

2. *The purpose of the Personal Data Processing*

Purpose of the Personal Data Processing	Strike through or delete anything that doesn't apply	Categories of Data Subjects
Recruiting - The process of collecting personal data based on marketing initiatives such as newsletters, white papers, recruitment tests, and others. The purpose is to find interested parties for the job or services provided. Consent is also asked for the processing of personal data for marketing purposes	Yes	Candidate
Building profile/Attracting candidates - The process, for example, of sending jobs to interested parties based on the information collected through marketing. The purpose is to inform the interested party and hopefully to encourage them to apply.	Yes	Candidate
Matching - This is the process that links a candidate to a job based on the candidate's interests. The purpose is to offer relevant jobs to the candidate.	Yes	Candidate
Applications - offering a candidate the resources, via a web interface, to apply for a job. The purpose is to collect the necessary information on a candidate to be able to offer them a job. Consent is also asked for the processing of personal data for marketing purposes.	Yes	Candidate

Testing - Processing the candidate's test results. The purpose is to evaluate the candidate to ascertain whether the candidate has the necessary skills for the job.	Yes	Candidate
Interview - Processing the candidate's interview process (interview invitations) and results. The purpose is to evaluate the candidate's motivation for the job and, where necessary, to collect more information on the candidate.	Yes	Candidate
Talent pool/availability - Placing candidates in talent pools with their availability. The purpose is to quickly be able to find candidates for a job based on their talents.	Yes	Candidate
Contracts/Contract renewals - Processing of the contracts or contract renewals for the person. The purpose is to offer a contract to the person or renew it.	Yes	Employee Temporary employee Freelance Contractor
Evaluation - Processing of the evaluation process (evaluation invitations) and results for the person. The purpose is to evaluate the candidate's performance in the job.	Yes	Employee Temporary employee Freelance Contractor
Registering an account - The process of registering an account on the application with the purpose of being able to use the application.	Yes	Candidate Employee Temporary employee Freelance Contractor Software user
Reporting - The process of drawing up reports to provide better visualisation of other processes. The purpose is to inform to allow follow-up action to be taken where necessary.	Yes	Candidate Employee Temporary employee Freelance Contractor Contact Software user
Social documents & administration - This is the process by which the necessary social documents are prepared and saved as required by law. The purpose is to comply with the law.	Yes	Employee Temporary employee Freelance Contractor
Timesheets - The process by which a person fills in their timesheets. The purpose is to gather the times at which the person has worked in order to calculate their salary.	Yes	Employee Temporary employee Freelance Contractor

Payroll - The process by which the salary and other remuneration is paid out to the person.	Yes	Employee Temporary employee Freelance Contractor
Invoicing - The process to invoice the work of a person to a Client.	Yes	Employee Temporary employee Freelance Contractor
Data conversion API (for example to transfer data between a website and an ATS)	Yes	Candidate Employee Temporary employee Freelance Contractor Contact Software user
Other	No If yes, please specify	

3. *The types of Personal Data Processed*

Categories of Personal Data	*Strike through or delete anything that doesn't apply*	*Categories of Data Subjects*
Identification data. Examples are first name, surname, age, gender, date of birth, electronic identification data (such as IP address, cookies), number plate.	Yes	Candidate Employee Temporary employee Freelance Contractor Contact Software user
Contact details. Examples are address, telephone number, e-mail address.	Yes	Candidate Employee Temporary employee Freelance Contractor Contact Software user
Location data. Examples are GPS or mobile phone location data.	No	
National ID number	Yes	Employee

		Temporary employee
Financial ID. Examples are bank account number, card number, PIN code.	Yes	Employee Temporary employee Freelance Contractor
Income and asset data. Examples are salary, asset data (such as a client's home and the details of that home), details on savings or financial instruments.	Yes	Candidate Employee Temporary employee Freelance Contractor
Lifestyle and habits. Examples are smoking, alcohol use, travel data.	Yes	Candidate
Hobbies and interests. Examples are hobbies, sports, and other interests.	Yes	Candidate
Consumption habits.	No	
Relationship details. Examples are civil status and details on family members.	Yes	Employee Temporary employee
Education and training details. Examples are certificates and professional experience.	Yes	Candidate Employee Temporary employee Freelance Contractor
Professional details. Examples are details on the termination of employment, availability, salary.	Yes Such as all of the aforementioned	Candidate Employee Temporary employee Freelance Contractor
Images. Examples are photos and video recordings.	Yes	Candidate Employee Temporary employee Freelance Contractor
Sound recordings. Examples are recorded telephone calls.	No	
Other	No If yes, please specify	

Special categories of personal data

Special categories	Strike through or delete anything that doesn't apply	Categories of Data Subjects
Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning a natural person's sex life, or sexual orientation.	No	
Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health.	No	
Personal data relating to criminal convictions and offences.	No	

4. *HRLINKIT Support Team (HRLINKIT ST)*

The HRLINKIT employee with a 'need-to-know' status, who can access any software or services of the Client for the provision of Services.

5. *Instructions for the Processing of Personal Data by HRLINKIT*

The Client provides the following instructions to HRLINKIT for the Processing of Personal Data (including instructions that result directly from the provisions of the Agreement and this Data Processing Agreement or that are reasonably required for the proper performance by HRLINKIT of its obligations):

Instructions	Strike through or delete anything that doesn't apply
Data Consultation: refers to the Services through which Personal Data are viewed by HRLINKIT ST, including but not limited to support services, maintenance services, and technical support.	Yes
Transfer of data [does not apply as standard unless authorised in writing by the Client]: refers to the Services of HRLINKIT through which Personal Data are transported to, from, or between applications on a platform managed by HRLINKIT.	Yes
Data Storage [does not apply as standard unless authorised in writing by the Client]: refers to Services by which Personal Data are stored on a platform managed by HRLINKIT.	Yes
Data Update [does not apply as standard unless authorised in writing by the Client]: refers to Services of HRLINKIT through which Personal Data are manually or automatically updated.	Yes

Software Testing [does not apply as standard unless authorised in writing by the Client]: refers to Services from HRLINKIT by which databases of the Client containing Personal Data are tested in the context of testing integration with HRLINKIT's or the Client's software.	Yes

ANNEX 2: LIST OF SUB-PROCESSORS

https://hrlinkit.be/en/privacy-terms/