

DATA PROCESSING ADDENDUM (GDPR DPA)

**Charlie OS Limited
Revision August 2021**

This GDPR Data Processing Addendum (“DPA”) forms part of the Master Services Agreement or Terms of Use available at <https://www.charliehr.com/terms> or such other location as the Terms of Use may be posted from time to time (as applicable, the “Agreement”), entered into by and between the Customer and Charlie OS Limited, pursuant to which Customer has accessed Charlie OS Limited’s Services as defined in the applicable Agreement. The purpose of this DPA is to reflect the parties’ agreement with regard to the processing of personal data in accordance with the requirements of Data Protection Legislation as defined below.

This DPA shall not replace or supersede any agreement or addendum relating to processing of personal data negotiated between the Customer and Charlie OS Limited and referenced in the Agreement, and any such individually negotiated agreement or addendum shall apply instead of this DPA.

In the course of providing the Services to Customer pursuant to the Agreement, Charlie OS Limited may process personal data on behalf of Customer. Charlie OS Limited agrees to comply with the following provisions with respect to any personal data submitted by or for Customer to the Services or collected and processed by or for Customer through the Services. Any capitalized but undefined terms herein shall have the meaning set forth in the Agreement.

DATA PROCESSING TERMS

In this DPA, “Data Protection Legislation” means European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC) and any English legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (Regulation (EU) 2016/279) as it has been adopted into English law following Brexit) (“UK GDPR”), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

“data controller”, “data processor”, “data subject”, “personal data”, “processing”, and “appropriate technical and organisational measures” shall be interpreted in accordance with applicable Data Protection Legislation;

The parties agree that Customer is the data controller and that Charlie OS Limited is its data processor in relation to personal data that is processed in the course of providing the Services. Customer shall comply at all times with Data Protection Legislation in respect of all personal data it provided to Charlie OS Limited pursuant to the Agreement.

The subject-matter of the data processing covered by this DPA is the Services ordered by Customer either through Charlie OS Limited’s platform and provided by Charlie OS Limited to Customer via <https://www.charliehr.com>, or as additionally described in the Agreement or the DPA. The processing will be carried out until the term of Customer’s ordering of the Services ceases. Further details of the data processing are set out in Annex 1 hereto.

In respect of personal data processed in the course of providing the Services, Charlie OS Limited:

1. shall process the personal data only in accordance with the documented instructions from Customer (as set out in this DPA or the Agreement or as otherwise notified by Customer to Charlie OS Limited (from time to time). If Charlie OS Limited is required to process the personal data for any other purpose provided by applicable law to which it is subject, Charlie OS Limited will inform Customer of such requirement prior to the processing unless that law prohibits this on important grounds of public interest;
2. shall notify Customer without undue delay if, in Charlie OS Limited's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
3. shall implement and maintain appropriate technical and organisational measures designed to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected;
4. may hire other companies to provide limited services on its behalf, provided that Charlie OS Limited complies with the provisions of this Clause. Any such sub processors will be permitted to process personal data only to deliver the services Charlie OS Limited has retained them to provide, and they shall be prohibited from using personal data for any other purpose. Charlie OS Limited remains responsible for its sub processors' compliance with the obligations of this DPA. Any sub processors to whom Charlie OS Limited transfers personal data will have entered into written agreements with Charlie OS Limited requiring that the sub processors abide by terms substantially similar to this DPA;
 - a. **Naming of sub processors** - In accordance with our ISO 27001 accreditation the naming of any sub processors or suppliers would weaken the integrity of our information security management system, we therefore have provided descriptions of them below in Annex 1.
 - b. **Right to object** - CharlieHR will commit to informing its customers should we choose to engage new sub processors to provide a new service that is not listed below, in this instance we will give customers 30 days to object. We reserve the right to substitute sub processors within a service area (e.g. infrastructure or analytics) assuming they conform to our supplier due diligence terms as set out as part of ISO 27001 & GDPR.
5. shall ensure that all Charlie OS Limited personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations sets out in this Clause;
6. at the Customer's request and cost (and insofar as is possible), shall assist the Customer by implementing appropriate and reasonable technical and organisational measures to assist with the Customer's obligation to respond to requests from data subjects under Data Protection Legislation (including requests for information relating to the processing, and requests relating to access, rectification, erasure or portability of the personal data) provided that Charlie OS Limited reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;
7. per the UK adoption of the General Data Protection Regulation (Regulation (EU) 2016/279) we shall take reasonable steps at the Customer's request and cost to assist Customer in meeting Customer's obligations under Article 32 to 36 of that regulation taking into account the nature of the processing under this DPA, provided that Charlie OS Limited reserves the

- right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;
8. at the end of the applicable term of the Services, upon Customer’s request, shall securely destroy or return such personal data to Customer;
 9. may transfer personal data outside of the UK for the purposes of this DPA provided that either (i) the UK Information Commissioner’s Office has decided that relevant country to which the data is being transferred ensures an adequate level of protection, or to only process data on terms equivalent to the Standard Contractual Clauses, pursuant to Art 45 UK GDPR; (ii) Charlie OS Limited has provided appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies are available in the given country as set out in Art 46 UK GDPR; or (iii) a derogation within Art 49 UK GDPR applies and any conditions set out therein are complied with by Charlie OS Limited.
 10. If Charlie OS Limited becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that is processed by Charlie OS Limited in the course of providing the Services (an “Incident”) under the Agreement it shall without undue delay notify Customer and provide Customer (as soon as possible) with a description of the Incident as well as periodic updates to information about the Incident, including its impact on Customer Content. Charlie OS Limited shall additionally take action to investigate the Incident and reasonably prevent or mitigate the effects of the Incident;
 11. Charlie OS Limited shall provide information requested by Customer to demonstrate compliance with the obligations set out in this DPA, should an audit be requested.

ANNEX 1

SUB PROCESSORS

Charlie OS Limited uses third party sub processors to provide infrastructure services, analytics, customer support and email notifications.

Service Provided	Sub Processing Activity	Entity Country
Platform as a service	Cloud Service Provider	Ireland
Database infrastructure	Cloud Service Provider	Ireland
File storage	Cloud Service Provider	Ireland
In application - customer behaviour analytics	Cloud Service Provider	USA
In application - email notification	Cloud Service Provider	USA
Customer Net Promoter Score	Cloud Service Provider	USA

Payments processing	Cloud Service Provider	USA
Payments reporting	Cloud Service Provider	EU
Customer Support Provision	Cloud Service Provider	Ireland
Customer Survey Automation	Cloud Service Provider	EU
Email Marketing	Cloud Service Provider	EU
Marketing Automation	Cloud Service Provider	EU
Sales CRM	Cloud Service Provider	USA
Perks Provider	Cloud Service Provider	USA
Application Monitoring	Cloud Service Provider	EU
Application Log Management	Cloud Service Provider	USA
Application Performance Monitoring	Cloud Service Provider	USA

For customers of the Charlie OS Ltd. HR Advice service the following additional sub processors are used to provide the additional service.

Service Provided	Sub Processing Activity	Entity Country
Document Signing	Cloud Service Provider	USA
Project Management	Cloud Service Provider	USA
Time Tracking	Cloud Service Provider	EU

ANNEX 2

DETAILS OF THE DATA PROCESSING

Charlie OS Limited shall process information to provide the Services pursuant to the Agreement. Charlie OS Limited shall process information sent by Customer's end users identified through Customer's implementation of the Services. As an example, in a standard programmatic implementation, to utilize the Services, Customer may allow the following information to be sent by default as "default properties:"

TYPES OF PERSONAL DATA

Please note that the following lists may not be exhaustive.

To use the application, the user who signs up *must* provide

- First and last name
- An email address
- A company name

Once they have signed up, *all further data collection is optional*, and the list of types of personal data collected *can be customized and extended by the user*, and it is their responsibility to communicate their requirements on personal data to their employees.

The application *encourages but does not require* the user to use the service to collect various personal data on employees, including but not limited to:

- Name, and nickname
- Personal and professional email addresses
- Telephone number
- Home address
- Next of kin name, telephone number, and email address
- Employment type
- Role at the company
- Key dates about employment, such as start date or leaving dates
- Bank account details
- Salary and bonus basic details
- Time off information, such as holiday or sick days taken
- P45 document scan
- Visa document scan
- Passport document scan
- Other personal documents, such as performance reviews

CATEGORIES OF DATA SUBJECTS

- Company leaders and administrators
- Third-party administrators who the customer consents to provide access to their account
- Employees
- Contractors or freelancers who the customer wishes to add to the service

PROCESSING ACTIVITIES

The provision of Services by Charlie OS Limited to Customer.

DATA PROCESSOR: CHARLIE OS LIMITED

SIGNED ON BEHALF: BEN GATELEY

TITLE: CEO & CO-FOUNDER

SIGNATURE:

Ben Gateley

DATE: 15.2.21

DATA CONTROLLER:

SIGNED ON BEHALF:

TITLE:

SIGNATURE:

DATE:
