DATA PROCESSING ADDENDUM

DEFINITIONS. Capitalized words in this Data Processing Addendum (an applicable "**Schedule**" to the PHCMSA and the Global Employment Screening Services Agreement as appropriate) that are not otherwise defined herein shall have the same meaning given in the PHCMSA or the Global Employment Screening Services Agreement as appropriate. The PHCMSA and Global Employment Screening Services Agreement are each referred to herein as the "Agreement," as applicable.

WHEREAS, Client (the "**Data Controller**" and referred to herein as "**Client**") has contracted with Paycom (the "**Data Processor**", and referred to herein as "**Paycom**") whereby Paycom shall provide certain Services ("Services" as used throughout this Schedule shall mean Paycom's general Services and Screenings Services as applicable) on behalf of Client, pursuant to the Agreement;

WHEREAS, this Schedule is intended to supplement the Agreement between Client and Paycom, to which this Schedule is incorporated therein, to ensure adequate safeguards with respect to the protection of privacy and security of Personal Data provided by the Data Controller to Paycom for Processing pursuant to the instructions provided in accordance with the Agreement, and only with respect to the matters specifically set forth herein; and

WHEREAS, Client and Paycom agree that certain information Processed by Paycom on behalf of Client pursuant to the Agreement is Personal Data subject to Data Protection Laws, as those terms are defined below.

THEREFORE, upon the terms and subject to the conditions set forth in this Schedule, and intending to be legally bound, Client and Paycom hereby agree to the following:

1. **Definitions**

"**Canadian Privacy Laws**" means the Personal Information Protection and Electronic Documents Act (Canada) and any comparable applicable law of any Canadian province.
"**CCPA**" means the California Consumer Privacy Act, as amended by The California Privacy Rights Act (CPRA).
"Client Personal Data" means any Personal Data that is subject to Data Protection Laws and Processed by Paycom on behalf of Client under the Agreement.
"Data Protection Laws" means the Regulation, any successor thereto, any applicable UK, European Union or Member State law relating to the data protection or privacy of individuals implementing or supplementing the Regulation, Canadian Privacy Laws, CCPA, the Utah Consumer Privacy Act, the Colorado Privacy Act, the Virginia Consumer Data Protection Act, the Connecticut Act Concerning Personal Data Privacy and Online Monitoring, and any other data privacy laws applicable to Client Personal Data.
"**EU Personal Data**" means the Processing of Personal Data to which data protection legislation of the European Union, or of a Member State of the European Union or European Economic Area, was applicable prior to its Processing by Paycom;
"Personal Data", "Processor", "Data Subject", "Process", and "Controller" are as defined in the Regulation, or their functional equivalents in other Data Protection Laws, as applicable.
"**Protected Area**" means:

i. in the case of EU personal data, the member states of the European Union and the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under Art.45 GDPR is in force; and
ii. in the case of UK personal data, the United Kingdom and any country, territory, sector or international organisation in respect of which an adequacy decision under United Kingdom adequacy regulations is in force.

"Regulation" means Regulation (EU) 2016/679 of the European Parliament and the Council ("General Data Protection Regulation" or "GDPR") as retained into the laws of the EU member states, or the UK GDPR.
"Regulator" means the data protection supervisory authority, privacy commissioner or other government authority which has jurisdiction over the Controller's or the Processor's Processing of Personal Data.
"Standard Contractual Clauses (SCC)" means:

i. in respect of EU personal data, the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, including the text from module two of such clauses and not including any clauses marked as optional ("**EU Standard Contractual Clauses**"); and
ii. in respect of UK personal data the International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 and in force since 21 March 2022 but, as permitted by clause 17 of such addendum, the parties agree to change the format of the information set out in Part 1 of the addendum so that:

    i. the details of the parties in table 1 shall be as set out in Exhibit B (with no requirement for signature)

    ii. for the purposes of table 2, the addendum shall be appended to the EU Standard Contractual Clauses (including the selection of modules and disapplication of optional clauses as noted above) and clause 1.10 below selects the option and timescales for clause 9; and

    iii. the appendix information listed in table 3 is set out in Exhibit B and Annex III.

"**UK GDPR**" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act

2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).
"UK Personal Data" means the Processing of personal data to which data protection laws of the United Kingdom were applicable prior to its Processing by Paycom.

2. **Data Protection – Obligations of the Controller**
   2.1. The Data Controller represents and warrants that the Processing to be undertaken pursuant to the Agreement is consistent with the principles for Personal Data Processing set forth in Art. 5 of the Regulation or other Data Protection Laws, including that the Data Controller has a lawful basis for such Processing, and has provided appropriate notification to (and where appropriate, obtained consent or authorisations from) Data Subjects.
   2.2. Client shall only cause Paycom to Process Client Personal Data that has been transferred to Paycom pursuant to an appropriate legal mechanism as determined by applicable Data Protection Laws. For the avoidance of doubt, Client's instructions for the Processing of Client Personal Data shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which the Client acquired the Client Personal Data. Client specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject.

3. **Data Processing – Obligations of the Data Processor**
   3.1. In respect of Client Personal Data, Paycom shall: (i) act only on Client's instructions provided according to the Agreement including with regards to transfers of Client Personal Data unless required to do so by applicable laws, in which case Paycom will inform the Client of the legal requirement before Processing unless Paycom is legally prohibited from doing so on important grounds of public interest; (ii) Process Client Personal Data in connection with the services for which the Data Controller has contracted with Paycom; and (iii) notify Data Controller (a) promptly if Paycom receives a request for disclosure of Client Personal Data by a law enforcement or regulatory authority, consistent with item (ii) in paragraph 3.3 below, unless Paycom is prohibited from notifying the Data Controller; or (b) immediately if Paycom is of the opinion that an instruction from Data Controller violates applicable Data Protection Laws.
   3.2. Paycom shall: (i) ensure that all Paycom personnel who have access to Client Personal Data are bound by the duty of confidentiality; (ii) take steps designed to prevent Paycom personnel from Processing Client Personal Data except in accordance with instructions from Data Controller, unless Paycom personnel are required to do so by law; and (iii) provide training to Paycom personnel regarding this Schedule.
   3.3. Paycom shall not disclose Client Personal Data to any of its personnel or any third party except: (i) as necessary to perform the services described in the Agreement; (ii) to comply with a subpoena, court order, law enforcement or government or regulatory request, or other legal process; or (iii) with Data Controller's consent.
   3.4. Paycom shall Process Client Personal Data only for the specific purpose(s) described in the Agreement or as necessary to perform its obligations thereunder, except where otherwise permitted by the applicable Data Protection Laws. Paycom shall comply with the applicable CCPA obligations for Service Providers (as defined in the CCPA), and with regards to any Client Personal Data which is subject to the CCPA shall not: (a) sell or share the Client Personal Data; (b) retain, use, or disclose the Client Personal Data for a commercial purpose other than providing the Services, or as the CCPA otherwise permits; or (c) retain, use, or disclose the Client Personal Data outside of the direct business relationship between Paycom and Client.
   3.5. With regard to the Services, Paycom shall provide the same level of data security protection as the CCPA or other Data Protection Laws requires. Paycom shall notify Client if it determines that it can no longer meet its obligations under the CCPA or other Data Protection Laws.
   3.6. Paycom shall assist the Data Controller, always taking into account the nature of the Processing, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Regulation, taking into account the information available to Paycom.

4. **Data Transfers**
   4.1. Paycom participates in the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (collectively, the "Framework"). Data Controller authorizes transfers of Client Personal Data pursuant to requirements of the Framework in its performance of the Services. In the event the Framework is found to be an invalid data transfer mechanism by the EU Commission or UK Government or any Regulator requires transfers of Client Personal Data made in reliance of the Framework to be suspended then, Data Controller agrees to authorise the transfers set out at Exhibit B of this Schedule and the Parties agree to comply with the obligations set out in the Standard Contractual Clauses as though they were set out in full in this Schedule, with Data Controller as the 'data exporter' and Paycom as the 'data importer', and in such event the parties shall execute the Standard Contractual Clauses and with the Annexes and/ or Appendices to the Standard Contractual Clauses being as set out in Exhibit B to this Schedule.
   4.2. For the purposes of the EU Standard Contractual Clauses, the following shall apply:
      4.2.1. Clause 9 option b: general authorisation for sub-processors and the parties agree that the notice period for advising of any intended changes to the agreed list of sub-processors shall be 30 days in advance.;
      4.2.2. Clause 17 (Governing law): the clauses shall be governed by the laws of Ireland;
      4.2.3. Clause 18 (Choice of forum and jurisdiction) the courts of Ireland shall have jurisdiction.

5. **Data Security/Personal Data Breach Notification**
   5.1. Paycom shall implement and maintain reasonable technical and organisational measures to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or Processing.

5.2. Upon a complete investigation and validation, Paycom shall notify the Data Controller in writing of any Personal Data Breach (as such term is defined in applicable Data Protection Laws) of Client Personal Data without undue delay. Paycom will provide all reasonable assistance to the Data Controller in relation to its obligations to notify Regulator(s) and affected Data Subjects.

6. **Data Subject Rights**

6.1. Paycom shall make reasonable efforts to have in place appropriate measures to assist the Data Controller in complying with Data Controller's obligations to respond to requests for exercising Data Subjects' rights under applicable Data Protection Laws in respect of Client Personal Data. In particular:

6.1.1. Paycom shall notify the Data Controller of any request made by a Data Subject to exercise any Data Subject right under applicable Data Protection Laws ("**Data Subject Request**") and shall cooperate with Data Controller to execute Data Controller's obligations under applicable Data Protection Laws in relation to such Data Subject Requests.

6.1.2. The Data Controller shall contact its Paycom specialist or representative to consult with Paycom to identify whether any Client Personal Data subject to a Data Subject Request is actually eligible for such request prior to issuing instructions to Paycom on how to respond to said Data Subject Request.

6.1.3. The Data Controller acknowledges that the services Paycom offers are designed to aid Data Controller in complying with certain legal, regulatory, and other requirements, and the Processing of Client Personal Data by Paycom is required for the purpose of providing these Services. Data Controller instructions to limit, alter, or cease Processing of Client Personal Data in Paycom systems may inhibit or prevent the provision of Services offered by Paycom, and for this reason, such Client Personal Data may not be eligible for deletion or erasure under applicable Data Protection Laws, or other restriction of Processing, unless and until such Data Controller compliance requirements are completely satisfied by Data Controller. Data Controller hereby releases Paycom from, and agrees to indemnify, defend, and hold Paycom harmless from any and all responsibility, liability, loss, and cost arising from Data Controller's instruction to limit, alter, or stop the Processing of Client Personal Data in any instance.

7. **Miscellaneous**

7.1. Upon request, Paycom shall provide information reasonably necessary to enable Data Controller to verify Paycom's compliance with Data Protection Laws.

7.2. With respect to EU Personal Data, Paycom will allow Data Controller and its respective auditors or authorised agents to conduct audits or inspections during the term of the Agreement, and provide reasonable assistance in order to assist Data Controller in exercising its audit rights under this clause 1.15. Audits are to be limited to a maximum of once per calendar year and must take place during ordinary business hours with a minimum of thirty (30) days' prior written notice. If the Data Controller's request for information or access relates to a Subprocessor, or information held by a Subprocessor which Paycom cannot provide to the Data Controller itself, Paycom will promptly submit a request for additional information in writing to the relevant Subprocessor(s). The Data Controller acknowledges that access to the Subprocessor's premises or to information about the Subprocessor's previous independent audit reports is subject to agreement from the relevant Subprocessor, and that Paycom cannot guarantee access to that Subprocessor's premises or audit information at any particular time, or at all. The purposes of an audit pursuant to this clause includes verifying that Paycom and its Subprocessors are processing Client Personal Data in accordance with the obligations under this Schedule.

7.3. Data Controller hereby consents to Paycom subcontracting the Processing of Client Personal Data to third parties (including Paycom Global Affiliates), so long as Paycom: (i) ensures that it has a written contract (the "**Processing Contract**") in place with the relevant subprocessor which meets the requirements of applicable Data Protection Laws and which imposes on the subprocessor the same obligations in respect of Processing of Client Personal Data as are imposed on Paycom under the Agreement; and (ii) remains liable to Data Controller for acts or omissions of the subprocessor under the Processing Contract. A list of subprocessors approved by the Data Controller as of the date of the Agreement can be made available to the Data Controller on request. Paycom may at any time appoint a new subprocessor for the Processing of Client Personal Data provided that the Data Controller is given not less than thirty (30) days' prior written notice of the intended changes and the Data Controller does not object within fourteen (14) days of receipt of the notice. If Data Controller objects to the appointment of a new subprocessor within such period Paycom shall use reasonable efforts to make available to Data Controller a change in the Services or recommend a change to Data Controller's configuration or use of the Services, in each case to avoid the Processing of Client Personal Data by the objected-to subprocessor for Data Controller's consideration and approval. If Paycom is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days or Data Controller does not approve any such changes proposed by Paycom, Data Controller may, by providing written notice to Paycom, terminate the Service(s) which cannot be provided by Paycom without the use of the objected-to subprocessor, subject to the terms of the Agreement.

7.4. As part of the services provided under the Agreement, Paycom shall provide post-termination storage and access to Client Personal Data for a period of up to seven (7) years after the end of the Agreement, subject to Paycom's standard data retention processes (the "Retention Period"). The fees for such post-termination storage and access are described in an agreement signed by Client. After the Retention Period, Paycom shall securely destroy or return such personal data to Data Controller and delete existing copies unless applicable laws require storage of such personal data. During the Retention Period, Paycom will comply with any requests made by Client pursuant to an applicable Data Protection Law in a reasonably prompt manner.

7.5. The categories of Client Personal Data to be Processed by Paycom and the Processing activities to be performed under the Agreement are set out in Exhibit A to this Schedule.

The Processing activities carried out by Paycom under the Agreement may be described as follows:

1. Subject matter

Paycom providing the services as set out in the Agreement ("**Services**").

2. Duration

For the duration of the Agreement.

3. Nature and purpose

In order for Paycom to provide the Services.

4. Data subjects

Prospective, current and former Client staff (including applicants, employees and temporary or contract personnel) and those dependents, beneficiaries or emergency contacts named by Client staff in employment forms.

5. Data categories

Client staff information required by Paycom to provide the Services, including but not limited to name, address, phone number, national security number, email, tax information date of birth, nationality, driving licence and other identity documents, education information, referee information, CV, right to work information, work location, qualifications and employment information.

6. Special Categories of Data

Information required to perform the Services. This may include:

- Racial or Ethnic Origin
- Trade Union Membership
- Biometric Data

7. List of Sub-Processors

Available on Client's Website Account.

The Processing activities carried out by Paycom under the Agreement may be described as follows:

1. Subject matter

Paycom providing the services as set out in the Agreement ("**Services**").

2. Duration

For the duration of the Agreement.

3. Nature and purpose

In order for Paycom to provide the Services.

4. Data subjects

Prospective, current and former Client staff (including applicants, employees and temporary or contract personnel) and those dependents, beneficiaries or emergency contacts named by Client staff in employment forms.

5. Data categories

Client staff information required by Paycom to provide the Services, including but not limited to name, address, phone number, national security number, email, tax information date of birth, nationality, driving licence and other identity documents, education information, referee information, CV, right to work information, work location, qualifications and employment information.

6. Special Categories of Data

Information required to obtain relevant background screening reports. This may include (depending on the searches carried out):

Criminal Record Data

7. List of Sub-Processors

Available on Client's Website Account.

Exhibit B

ANNEXES TO THE EU SCCS AND APPENDICES TO THE UK SCCS

Annex I/ Appendix 1:

A: LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1. Name:

   Address:

   Contact person's name, position and contact details:

   Activities relevant to the data transferred under these Clauses:

   Signature and date:

   Role (Controller/Processor): Controller

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: Paycom Payroll, LLC

   Address: 7501 W. Memorial Road, Oklahoma City, OK 73142

   Contact person's name, position and contact details: Data Protection Officer, legalnotices@paycomonline.com

   Activities relevant to the data transferred under these Clauses: See Exhibit A

   Signature and date:

   Role (Controller/Processor): Processor

B: DESCRIPTION OF TRANSFER

MODULE TWO: CONTROLLER TO PROCESSOR

Categories of data subjects whose personal data is transferred:

See Exhibit A

Categories of personal data transferred:

See Exhibit A

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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

See Exhibit A

Frequency of transfer (e.g. whether on a one-off or continuous basis) (EU standard contractual clauses only):

Continuous.

Nature of the Processing/ Processing operations: See Exhibit A

Purpose(s) of the data transfer and further Processing (EU standard contractual clauses only): See Exhibit A

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period (EU standard contractual clauses only): See Exhibit A

For transfers to (sub-) processors, the subject matter, nature and duration of the Processing (EU standard contractual clauses only):
As set out in the Summary Description

C: <u>Competent supervisory authority (EU standard contractual clauses only)</u>

Ireland

Annex II/ Appendix 2: technical and organisational measures

As described in Client's Agreement.

Annex III of the EU Standard Contractual Clauses

LIST OF SUB-PROCESSORS

See Exhibit A