

**Processor**

**Binding Corporate Rules**  
**for**  
**Data Protection and Privacy**

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## 1.1 Introduction

Emakina Group is an independent international full-service digital agency group. Its subsidiaries offer digital marketing and consulting services to domestic and international clients, focusing on working better, and creating outstanding user experiences for their customers, employees and partners.

To successfully pursue its activities globally, Emakina Group and its subsidiaries (collectively referred to as the “Company”) routinely collects, uses, stores, discloses and transfers across national borders a variety of data, including personal data relating to individuals (“Data Subjects”), that may, directly or indirectly, identify these individuals (hereinafter referred as “Personal Data” and defined below).

The Company is committed to ensure the privacy of Personal Data, and expects its employees and business partners to take the necessary measures to protect all Personal Data collected, held and Processed in the name of or on behalf of Emakina Group. To demonstrate such commitment, Emakina Group has included privacy as a priority and designed a comprehensive Data Protection and Privacy Program in support of Emakina Group global business processes. As two essential components of this program, Emakina Group adopted two global privacy policies: the Privacy Policy on the Protection of Personal Data and the Employee Privacy Policy on the Protection of Personal Data (collectively the “Global Privacy Policies”).

The Company (as defined hereinabove) and its employees shall respect the instructions from the Controller regarding the processing of Personal Data and the security and confidentiality measures as provided in the Data Processing Agreement.

These BCRs build upon and expand these Global Privacy Policies to ensure compliance by Emakina Group with applicable data protection and security requirements around the world. In particular, these BCRs provide baseline standards of protection for the Processing and Transfer of Personal Data subject to the provisions of the General Data Protection Regulation (EU) 2016/679 (the “GDPR”)<sup>1</sup> and, where applicable, the ePrivacy Directive 2002/58/EC (the “Directive 2002/58/EC”)<sup>2</sup>, or to any other relevant national data privacy laws and regulations.

The BCRs consist of the present document together with its appendices and the Global Privacy Policies. In case of contradiction between these documents, the present document of the BCRs shall prevail.

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<sup>1</sup> 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

<sup>2</sup> Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (also called the Cookie Directive)

## 2 Definitions

- **“Applicable law”** means any data privacy or data protection law applicable at the time of processing, including but not limited to the “GDPR” or “General Data Protection Regulation” (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016).
- **“Binding Corporate Rules”** (“BCRs”) refers to the internal rules detailed in this document and the Global Privacy Policies to ensure data protection and privacy compliance, especially with regard to the international Transfers of Personal Data within Emakina Group and within the group of enterprises engaged in a joint economic activity with Emakina Group.
- **“Competent Data Protection Authority”** refers to any supervisory authority responsible for the protection of Personal Data and which is established by and in each Member State and which is made responsible for monitoring the application of the GDPR within such Member State or (in case more than one authority has been established) in part of the territory of such Member State, in order to protect the fundamental rights and freedoms of natural persons in relation to Processing and to facilitate the free flow of Personal Data within the EU.
- **“Controller”** refers to a natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing or Transfer of Personal Data.
- **“Court of Competent Jurisdiction”** refers to the courts of the Member State where the Controller or Processor has an establishment or the courts of the Member State where the Data Subject has his or her habitual residence, unless the Controller or Processor is a public authority of a Member State acting in the exercise of its public powers.
- **“Data Processing Agreement”** means a data processing agreement in accordance with Art. 28 par. 3 of the GDPR.
- **“Data Protection Officer”** refers to one or (maximum) two persons put in charge of implementing the GDPR and any other applicable laws with respect to Personal Data within Emakina Group.
- **“Data Subjects”** means any individual whose Personal Data Emakina Group processes.
- **“Emakina Group BCR entities”** or **“BCR member”** means the entities listed in Appendix 1 to the present BCRs.
- **“Employee”** means current, former and/or prospective employees of an Emakina Group BCR entity.
- **“Local Privacy Officer”** means the nominated person in each country, who is in charge of implementing the GDPR and any other applicable laws with respect to Personal Data within the Emakina Group BCR entity concerned, including local compliance with the BCRs.
- **“Personal Data - also known as Personal Information”** refers to data in any form relating to an identified or identifiable natural person, including but not limited to: name, address, telephone number, e-mail address, bank account number, image, video, patients’ key-coded information used in clinical trials, employees’ performance records, etc. An “identifiable person” is a person who can be identified by reasonable means, directly or indirectly, by reference to an identification number or factors.
- **“Processor”** refers to a BCR member which Processes Personal Data on behalf of the Controller.

- **“Processing”** refers to any operation or set of operations that are performed upon Personal Data by automatic means or otherwise. This includes the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, disclosure by transmission, dissemination, visual access or making available in any other form, linking, alignment or combination, blocking, erasure or destruction of Personal Data.
- **“Special categories of Personal Data (“Sensitive Data”)**” refers to a subset of Personal Data that requires additional protection. Such data comprise personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning sex life or sexual orientation, and data relating to offenses and criminal convictions or related security measures.
- **“Sub-Processor”** refers to a BCR member which Processes Personal Data on behalf of another BCR member.
- **“Transfers”** means the transmission of Personal Data from the European Economic Area<sup>3</sup> (hereinafter “EEA”) countries to locations outside the EEA. The term “transmission” includes remote access with the intent to undergo Processing.
- **“Emakina Group”** means the parent company of the Emakina Group BCR entities, with the exception of Vega IT Sourcing (as per Appendix 1 hereto), established under Belgian law, with registered offices at Rue Middelbourg 64a, 1170 Brussels, Belgium, with enterprise number BE0464.812.221.

Unless otherwise specified, words or expressions, which would not be defined in the BCRs, shall have the meaning used in the GDPR (EU) 2016/679. When applicable and insofar as possible, any reference to the GDPR (EU) 2016/679 in the BCRs will include any subsequent European data protection legislation that would replace the current GDPR (EU) 2016/679.

Furthermore, in case of doubt, the content of the BCRs should be interpreted according to the provisions of the GDPR, and, where applicable, the provisions of the Directive 2002/58/EC.

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<sup>3</sup> EEA countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK

### 3 Scope

#### 3.1 Emakina Group entities bound by the BCRs:

The BCRs will be binding on Emakina Group and all Emakina Group entities (including branches) and **enterprises engaged in a joint economic activity with Emakina Group** listed in Appendix 1 (collectively, the “Emakina Group BCR entities”). The BCRs shall become effective and enforceable between the Emakina Group BCR entities upon the written commitment by each entity by means of the execution of an Intra-group agreement, the so-called ‘BCR Agreement’, entered into by each of the Emakina Group BCR entities that they will adopt and be bound by the BCR’s.

#### 3.2 Data Subjects and Personal Data Processing and Transfers covered by the BCRs:

The BCRs shall apply to all Personal Data Processing by Emakina Group BCR entities and Transfers of such Personal Data between them for the purposes specified in Appendix 2.

#### 3.3 Compliance by Emakina Group entities with data protection requirements:

- When Processing or Transferring Personal Data specified in Appendix 2 throughout the world, Emakina Group BCR entities commit to comply with applicable data protection laws.
- To ensure a harmonized level of protection of Personal Data, even where there is no such data protection laws in a country or the local data protection laws do not meet the standards set out in the BCRs, Emakina Group BCR entities will Process Personal Data in compliance with the BCRs.
- Where applicable data protection laws in a country require a higher level of protection for Personal Data than the BCRs, such laws will prevail over these BCRs.
- The fact that Emakina Group BCR entities comply with all the rules specified in the BCRs does not release them from their obligation to fulfill all the prior formalities with the relevant national authorities as required by the applicable legislation.
- Each Emakina Group BCR entity shall cooperate with and accept to be audited by the Supervisory Authorities competent for the relevant Emakina Group BCR entity and to comply with the advice of these Supervisory Authorities on any issue related to the BCRs.
- Each Emakina Group BCR entity when acting as a Processor or Sub-Processor shall co-operate and assist the Controller to comply with data protection laws (such as its duty to respect the data subject rights or to handle their complaints, or to communicate their complaints, claims or requests without delay to the Controller; or to be in a position to reply to investigations or inquiry from Supervisory Authorities). The aforementioned duty of cooperation and assistance shall be performed in a reasonable time and to the extent reasonably possible.

### 3.4 Compliance by Emakina Group's employees with the BCRs:

The employees of Emakina Group BCR entities may only Process or Transfer Personal Data specified in Appendix 2 in accordance with these BCRs and any other relevant applicable laws and regulations.

Adherence to these BCRs is the responsibility of all Emakina Group BCR entities' employees and shall be part of their employment terms and conditions. Any employee of Emakina Group BCR entities who breaches these BCRs may be subject to disciplinary action, up to and including dismissal.

## 4 Common Rules Applicable to Processing and Intra-Group Transfers

For Processing and Transfers of Personal Data described in Appendix 2, Emakina Group BCR entities and their employees agree to apply the following rules.

### 4.1 Purpose limitation

Personal Data detailed in Appendix 2 will be Processed and Transferred by Emakina Group BCR entities for specified, explicit and legitimate purposes, in line with the purposes defined in Appendix 2 or pursuant to a Data Processing Agreement in accordance with Art. 28 par. 3 of the GDPR. The Personal Data Processed and Transferred shall not be further Processed in a manner incompatible with these purposes or with the purposes described in the Data Processing Agreement concerned.

### 4.2 Data minimization

Personal Data detailed in Appendix 2 shall be adequate, relevant and limited to what is necessary in relation to the purpose(s) defined in Appendix 2 or with the purposes described in the Data Processing Agreement concerned.

### 4.3 Data quality, retention and proportionality

- Emakina Group BCR entities will limit the Processing of Personal Data detailed in Appendix 2 to what is necessary and proportionate in light of the pursued purpose(s).
- Emakina Group BCR entities will use reasonable means to keep Personal Data accurate, complete, up-to-date and reliable for their intended use.
- Emakina Group BCR entities will retain Personal Data for only as long as needed to meet the legitimate business purposes for which the Personal Data was collected and in compliance with Emakina Group's data retention policies, unless otherwise required by applicable laws or regulations. More specifically, the Processor (including any Sub-Processors) shall upon the termination of the provision of services related to the data Processing, at the choice of the Controller, delete or return all the Personal Data transferred to the Controller and delete the copies thereof and certify to the Controller that it has done so, unless legislation imposed to the Processor concerned requires storage of the Personal Data. In such case the Processor will inform the Controller and warrant the confidentiality of the Personal Data and will no longer actively process such Personal Data.

### 4.4 Legal basis for Processing Personal Data

The Processing of Personal Data shall be based upon at least one of the following legal/contractual basis:

- the Data Subject's informed and freely given consent; or
- the Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract; or



- the Processing is necessary for compliance with a legal obligation to which Emakina Group is subject; or
- the Processing is necessary to save the vital interest of the Data Subject; or
- the Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller or in a third party to whom the Personal Data is disclosed; or
- the Processing is necessary for the purposes of legitimate interests pursued by Emakina Group except where such interests are overridden by the interests for fundamental rights and freedoms of the Data Subject.
- The Processing occurs pursuant to a Data Processing Agreement in accordance with Art. 28 par.3 of the GDPR.

## 4.5 Legal basis for Processing Sensitive Data

The Processing of Sensitive Data shall be based upon at least one of the following legal basis:

- the explicit consent of the Data Subject; or
- the necessity for the purposes of carrying out the obligations and specific rights of Emakina Group in the field of employment law in so far as it is authorized by national law providing for adequate safeguards; or
- the Processing is necessary to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his Consent; or
- the Processing relates to Sensitive Data which are manifestly made public by the Data Subject; or
- the Processing of Sensitive Data is necessary for the establishment, exercise or defence of legal claims; or
- the Processing of the Sensitive Data is required for reasons of substantial public interest laid down either by national law or decision of the supervisory authority.
- The Processing occurs pursuant to a Data Processing Agreement in accordance with Art. 28 par.3 of the GDPR.

## 4.6 Limited Access to Personal Data:

The Processing of Personal Data shall be limited to only those Emakina Group BCR entity employees whose job role(s) and responsibility(ies) necessitate this activity.

## 5 Transparency and Information Right

### 5.1 Availability of the BCRs to Data Subjects:

The BCRs will be made publically available on Emakina Group websites to all Data Subjects whose Personal Data is subject to these BCRs and to all Controllers of such Personal data.

The Data Subjects may also receive a copy of the BCRs upon request, by contacting either the relevant Emakina Group BCR entities, or the Data Protection Officer. At a minimum, each Emakina Group BCR entity shall provide a postal mail address and email address for Data Subjects to submit their request.

### 5.2 Information related to the Processing of Personal Data:

So as to guarantee fair Processing in respect of Data Subjects, Emakina Group BCR entities shall, having regard to the specific circumstances, offer to Data Subjects clear and plain information as to the purposes of the Processing, categories of Personal Data collected, the identity of the company Processing Personal Data, how to contact Emakina Group with any inquiries or complaints, and the choices and means offered for limiting use and disclosure of Personal Data. Emakina Group BCR entities shall ensure Data Subjects are provided with any additional information required by local law.

Where Emakina Group BCR entities collect Personal Data directly from Data Subjects they will provide notice in clear and plain language at the time and place Data Subjects are first asked to provide their Personal Data, or as soon as practicable thereafter.

Unless applicable law provides otherwise, for Personal Data not directly collected from Data Subjects, the obligation to inform Data Subjects does not apply if the provision of such information proves impossible, or would involve a disproportionate effort, or if recording or disclosure of the Personal Data is expressly required by law.

### 5.3 Rights of access, objection, rectification, erasure and blocking of Personal Data:

Emakina Group BCR entities shall ensure Data Subjects are provided with the right:

- to access, including receiving in an understandable form, any Personal Data concerning them held by Emakina Group BCR entities, without constraint, at reasonable intervals and at any time the Data Subject can demonstrate well-grounded reasons, and without excessive delay or expense, in accordance with local data protections laws;
- to obtain the rectification, erasure or restriction of data due to incomplete or inaccurate Personal Data upon submission of a valid claim;
- to object, at any time on compelling legitimate grounds relating to their particular situation, to the Processing of their Personal Data, unless that Processing is required by law;
- to object, on request and free of charge, to the Processing of Personal Data relating to the Data Subject for the purposes of direct marketing.

At a minimum, each Emakina Group BCR entity shall provide a postal address and an email address for Data Subjects whose Personal Data is governed by these BCRs to exercise their rights as described above.

Alternatively, Data Subjects may also contact the Data Protection Officer by letter or may contact the Data Protection Officer by email to [privacy@emakina.com](mailto:privacy@emakina.com)

Employees of Emakina Group BCR entities may request access and modifications to their Personal Data by sending a written request, by letter or email, to their local Human Resources Department. Emakina Group BCR entities may limit the Data Subjects' right to access their Personal Data in compliance with applicable local laws.

## 5.4 Data Quality

Processors (including any Sub-Processors) will execute any necessary measures when asked by the Controller, in order to have the data updated, corrected or deleted. Processors (including any Sub-Processors) will inform each BCR member to whom Personal Data have been disclosed of any rectification, or deletion of data.

Processors (including any Sub-Processors) will execute any necessary measures when asked by the Controller, in order to have the data deleted or anonymized from the moment the identification form is not necessary anymore. Processors (including any Sub-Processors) will communicate to each entity to whom Personal Data have been disclosed of any deletion or anonymization of such data.

## 5.5 Accountability

The Emakina Group BCR entities acting as Processors (or Sub-Processors) will have a general duty to help and assist the Controller to comply with the law. They will have the obligation to make available to the Controller all information necessary to demonstrate compliance with their obligations including through audits and inspections conducted by the Controller or an auditor mandated by the Controller.

BCR members acting as Processor will have a duty to make available to the Controller all information necessary to demonstrate compliance with their obligations as provided by Article 28-3-h of the GDPR and allow for and contribute to audits, including inspections conducted by the Controller or another auditor mandated by the Controller. In addition, the Processor shall immediately inform the Controller if in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

In order to demonstrate compliance with the BCRs, BCR members need to maintain a record of all categories of processing activities carried out on behalf of each Controller in line with the requirements as set out in Art. 30.2 GDPR. This record should be maintained in writing, including in electronic form and should be made available to the supervisory authority on request (Art.30.3 and 30.4 GDPR).

Each BCR member shall assist the Controller in implementing appropriate technical and organizational measures to comply with data protection principles and facilitate compliance with the requirements set up by the BCRs in practice such as data protection by design and by default (Art. 25 and 47.2 d GDPR).

The Controller shall at all times have the right to enforce the BCRs against any BCR member for breaches caused by such BCR member, including against the BCR member exporting Personal Data outside of the EU in case of any breaches of the BCRs by the Sub-Processors (whether BCR member or not) established outside of the EU which received Personal Data from the aforementioned BCR

member.

Every BCR member exporting data outside of the EU on the basis of the BCRs is liable for any breaches of the BCRs by the BCR member established outside the EU which received data from such BCR member established in the EU. The BCR member established in the EU accepts responsibility for and agrees to take the necessary action to remedy the violation of the BCRs by the BCR member located outside the EU, and to pay compensation for any resulting material or non-material damages.

In addition, if a BCR member outside of the EU violates the BCRs, the Court of Competent Jurisdiction or other competent authorities in the EU will have jurisdiction and the Data Subjects will have the rights and remedies against the BCR member that has accepted responsibility and liability, as per the paragraph hereinabove, as if the violation had been caused by it in the Member State in which it is based instead of the BCR member outside the EU.

## 5.6 Security

Processors (including any Sub-Processors) will have a duty to implement all appropriate technical and organizational measures to ensure a level of security appropriate to the risks presented by the Processing as provided by Article 32 of the GDPR. They will also have a duty to assist the Controller in ensuring compliance with the obligations as set out in Articles 32 to 36 of the GDPR taking into account the nature of Processing and information available to them (Art.28-3-f of the GDPR). Processors (including any Sub-Processors) must implement technical and organizational measures which at least meet the requirements of the Controller's applicable law and any existing particular measures specified in the Service Agreement. Processors (including any Sub-Processors) shall inform the Controller without undue delay after becoming aware of any Personal Data breach. In addition, Sub-Processors shall have the duty to inform the Processor (and the Controller as specified above) without undue delay after becoming aware of any Personal Data breach.

## 5.7 Data Subject Rights

Processors (including any Sub-Processors) will execute any appropriate technical and organizational measures, insofar as this is possible, when asked by the Controller, for the fulfilment of the Controller's obligations to respond to requests for exercising the data subjects rights as set out in Chapter III of the GDPR (Art. 28-3-e of the GDPR) including by communicating any useful information in order to help the Controller to comply with the duty to respect the rights of the data subjects. Processor (including any Sub-Processors) will transmit to the Controller any Data Subject request without answering it unless it is authorized to do so.

## 6 Automated Individual Decisions

Emakina Group BCR entities shall not make any decision that would significantly affect Data Subjects based solely on Processing of Personal Data by automated means with no human involvement, unless they have taken measures to protect Data Subjects' legitimate interests in accordance with applicable laws and regulations.

## 7 Security & Confidentiality

Emakina Group BCR entities establish and maintain appropriate technical and organizational measures to safeguard and appropriately protect Personal Data from unauthorized use, disclosure, destruction, and alteration, in particular where the Processing involves the transmission of data over a network. These security measures shall be adequate and will be commensurate with the risks associated with the types of Processing, the nature of the Personal Data involved, and related implementation cost. Considering their peculiar nature, Sensitive Data might require additional protective measures.

## 8 Relationships with Processors that are Emakina Group BCR's Entities and onward transfers to an external Sub-Processor

If one Emakina Group BCR entity Processes Personal Data on behalf of another Emakina Group BCR entity, the Emakina Group BCR entity carrying out the Processing must act only in accordance with the prior informed specific or general written instructions of the Emakina Group BCR entity on whose behalf the Processing is being conducted. The Data Processing Agreement will specify if a general prior authorization given at the beginning of the service would be sufficient or if a specific authorization will be required for each new Sub-Processor. If a general authorization is given, the Controller should be forthwith informed by the Processor of any intended changes which might affect the processing conditions, such as but not limited to changes concerning the addition or replacement of a Sub-Processor in such a timely fashion that the Controller has the possibility to object to the change or to terminate the contract before the data are communicated to the new Processor.

Furthermore, Emakina Group BCR entity carrying out the Processing on behalf of another Emakina Group BCR entity must have in place technical and organizational security measures to safeguard the Personal Data that are state of the art and that are appropriate having regard to the risks associated with the types of Processing, the nature of the Personal Data involved and related implementation cost.

## 9 Restrictions on Transfers and Onward Transfers to External Processors and Controllers that are not Emakina Group BCR's Entities

If an Emakina Group BCR entity uses an external Processor to Process Personal Data on Emakina Group's behalf, the Emakina Group BCR entity will obtain contractual commitments from such Processor to (i) only act on the written general or specific instructions of the Emakina Group BCR entity and (ii) have in place technical and organizational security measures to safeguard the Personal Data disclosed by Emakina Group BCR entity that are state of the art and that are appropriate having regard to the risks associated with the types of Processing, the nature of the Personal Data involved and related implementation cost.

If a general instruction is given, the Controller should be forthwith informed by the Processor of any intended changes which might affect the processing conditions, such as but not limited to changes concerning the addition or replacement of a Sub-Processor in such a timely fashion that the Controller has the possibility to object to the change or to terminate the contract before the data are communicated to the new Processor.

If a general instruction is given, the Controller should be informed by the Processor of any intended changes concerning the addition or replacement of Sub-Processors in such a timely fashion that the Controller has the possibility to object to the change or to terminate the contract before the data are communicated to the new Sub-Processor.

Where the Emakina Group BCR entity bound by the BCRs subcontracts its obligations under the Data Processing Agreement, with the authorization of the Controller, it shall do so only by way of a contract or other legal act under Union or Member State law with the Sub-Processor which provides that adequate protection is provided as set out in Articles 28, 29, 32, 45, 46, 47 of the GDPR and which ensures that the same data protection obligations as set out in the Data Processing Agreement between the Controller and the Processor and sections 1.3, 1.4, 3 and 6 of this referential are imposed on the Sub-Processor, in particular providing sufficient guarantees to implement appropriate technical and organization measures in such a manner that the processing will meet the requirements of the GDPR (Art. 28-4 of the GDPR).

In addition of the above rules specific to external Processors, Emakina Group BCR entities will only Transfer Personal Data to external Processors or Controllers, after ensuring an adequate level of protection for the Personal Data to be Transferred, in accordance with article 45, 46, 47, 48 GDPR or that a derogation according to article 49 applies.

## 10 Internal Information & Training

In order to ensure that all employees of Emakina Group BCR entities are adequately informed, Emakina Group (globally and locally) will take all suitable steps to make these BCRs as well as related data protection procedures available to the employees.

Furthermore, all employees of Emakina Group BCR entities or third parties, who have regular access to Personal Data or are involved in data collection or development of IT tools, will be provided, by Emakina Group, globally or locally, with appropriate awareness and training materials on these BCRs and data protection rules in general.

## 11 Audit

The Privacy Officers of each of the Emakina Group BCR entities shall evaluate and report to the Data Protection Officer of Emakina Group who will in turn report to the Audit Committee and the Board of Directors, on applicable aspects of Emakina Group's compliance with the BCRs on a periodic basis or whenever specifically requested by the Audit Committee. Audits of compliance with the BCRs may be undertaken by external auditors, if Emakina Group so decides.

The results of the audit will be reported by the Data Protection Officer to Emakina Group's Board of Directors through the Audit Committee, which will evaluate that procedures are in place to ensure that corrective action takes place as soon as reasonably practicable. The results of the audit will also be reported by the Data Protection Officers to the Controller.

Where any non-compliance with the BCRs is identified during the audits, the Data Protection Officer of the Emakina Group BCR entity concerned will work with the relevant employees to assist them in developing their actions to design and implement remediation measures. The Local Privacy Officer concerned will periodically monitor the progress of the remediation plans.

If requested by a Competent Data Protection Authority, the Data Protection Officer of Emakina Group will also provide a copy of the results of the audit to such Competent Data Protection Authority, subject to applicable laws and respect for any confidential, privileged or commercially sensitive information provided. The Competent Data Protection Authority will have the authority/power to carry out a data protection audit of any BCR member if required.

## 12 Compliance and Supervision of Compliance

Emakina Group has appointed two Data Protection Officers responsible for overseeing all privacy and data protection issues, including ensuring compliance with all aspects of these BCRs. The Data Protection Officers report to the CEO(s) of Emakina Group, who in turn report(s) to the Board of Directors of Emakina Group.

The Data Protection Officers are supported by a team of Local Privacy Officers responsible for overseeing and ensuring compliance with the BCRs on a day-to-day basis at a local level. The Local Privacy Officers are to report any major privacy issues to the Data Protection Officers. Any other staff support may be called for from time to time and at the discretion of the Data Protection Officers.

## 13 Actions in case of national legislation preventing respect of BCR's

If an Emakina Group BCR entity discovers a conflict between local legislation and the privacy standards of these BCRs, the Emakina Group BCR entity must immediately contact the Local Privacy Officer of its country or the Data Protection Officers.

The Local Privacy Officer or the Data Protection Officers will take a responsible decision on what action to take (in consultation with the Legal Department, where necessary) and will consult the relevant Competent Data Protection Authorities in case of doubt.

If a BCR member has reasons to believe that the existing or future legislation applicable to it may prevent it from fulfilling the instructions received from the Controller or its obligations under the BCRs or Data Processing Agreement, it will promptly notify this to the Controller (which is entitled to suspend the transfer of data and/or terminate the contractual relationship), to the EU headquarter Processor or to the EU member with delegated data protection responsibilities or to the relevant Privacy Officer, but also to the Supervisory Authority competent for the Controller and the Supervisory Authority competent for the Processor.

Any legally binding request for disclosure of the personal data by a law enforcement authority or state security body shall be communicated to the Controller unless otherwise prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). In any case, the request for disclosure should be put on hold and the Supervisory Authority competent for the Controller and the competent Supervisory Authority for the Processor should be clearly informed about the request, including information about the data requested, the requesting body and the legal basis for disclosure (unless otherwise prohibited).

## 14 Complaints handling procedure

### 14.1 Emakina Group complaints handling procedure:

Any Data Subject who believes his/her Personal Data in Appendix 2 may have been Processed in violation of these BCRs by any Emakina Group BCR entity, may submit his/her questions and complaint to the Local Privacy Officer of Emakina Group in the country where the Data Subject is located.

Except in the case of exceptional circumstances, the Local Privacy Officer, will send acknowledgment of receipt of a complaint to the individual who complained within three (3) working days.

The recipient of the complaint may at his/her discretion forward the complaint to the Data Protection Officers/Emakina Group Legal Department, for review, where appropriate.

The Local Privacy Officer will investigate and liaise with colleagues from relevant departments as necessary to deal with the complaint. The Local Privacy Officer shall provide a substantive response to the individual who complained as soon as reasonably practicable, but no later than one (1) month upon receiving the complaint.



If, due to the complexity of the complaint, the Local Privacy Officer cannot provide a substantive response within one (1) month, it will notify the complainant and provide a reasonable estimate (not exceeding two (2) months) of the timeframe within which a response will be provided.

If a complainant disputes the response from the Local Privacy Officer, he/she may appeal by notifying the Data Protection Officers. The Data Protection Officers shall review the original complaint and appeal request, and either accept the original finding or substitute a new finding. The Data Protection Officers will respond to the individual as soon as reasonably practicable, but no later than two (2) months of the referral of the case.

If the complaint is justified, the Data Protection Officers will ensure all necessary steps are taken as a result, including appropriate sanctions to employees, in accordance with local rules.

The Emakina Group BCR entity concerned acting as a Processor shall handle complaints from Data Subjects where the Controller has disappeared factually or has ceased to exist in law or became insolvent.

#### **14.2 Additional reporting obligations for employees of Emakina Group BCR entities:**

Any employee of Emakina Group BCR entities who has reasons to believe these BCRs have been violated shall contact his/her immediate manager, Human Resources Department, or his/her Local or the Data Protection Officers.

#### **14.3 Additional rights to lodge a claim before a court or data protection authority:**

Irrespective of Emakina Group's internal complaints handling procedure, the Data Subjects shall at all times be entitled to seek advice and complain to the Competent Data Protection Authority and/or to make a claim in a court of competent jurisdiction.

## 15 Third party beneficiary rights

Data Subjects whose (i) Personal Data are subject to the GDPR and (ii) Transferred to Emakina Group BCR entities outside of Europe under these BCRs shall have the right to enforce the rules in accordance with the Articles 28, 29, 32, 33, 45, 46, 47, 79, 80, 81 and 82 of the GDPR as third party beneficiaries of the BCRs for Personal Data detailed in Appendix 2 and bring the issue before the authorities/courts as specified below to seek judicial remedy arising from a breach of the rights guaranteed, including the payment of compensation.

The Data Subjects will have the rights to take their case, at their option:

- (i) to the Competent Data Protection Authority, or
- (ii) to the Court of Competent Jurisdiction.

For the Data Subjects residing within the EEA or in Switzerland and whose Personal Data have been Transferred to Emakina Group BCR entities located outside of the EEA or Switzerland, in addition to having the right to take their case to the Competent Data Protection Authority, they shall also have the right to take their case to the court of competent jurisdiction where the Emakina Group BCR entity in the EEA or in Switzerland that originated the Transfer is based, or in Belgium.

The Data Subjects benefiting from the third-party beneficiary rights will be informed by Emakina Group of such rights.

## 16 EEA Liability

For Personal Data originating from the EEA and Transferred outside the EEA, the Emakina Group BCR entity concerned will be liable and accept to remedy the acts of the Emakina Group BCR entity concerned located outside of the EEA and to pay compensation for any harm an EEA resident Data Subject may suffer due to a breach of these BCRs caused by such Non-EEA Emakina Group BCR entity to the extent determined by Competent Data Protection Authorities and courts.

In case EEA resident Data Subjects can demonstrate that they have suffered damages and establish facts that show that the damages have occurred because of a breach of the BCRs, it shall be for the Emakina Group BCR entity concerned to prove that it was not responsible for the breach of the BCRs giving rise to those damages or that no such breach took place.

## 17 Cooperation with Data Protection Authorities

Emakina Group BCR entities shall agree to cooperate with the Competent Data Protection Authorities regarding matters related to these BCRs, to the extent such recommendations and advice do not conflict with applicable law.

Emakina Group BCR entities also undertake to respond within a reasonable timeframe to the requests the Competent Data Protection Authorities may make regarding these BCRs, including audit requests, to the extent such requests are consistent with applicable law.

## 18 Updates of the BCRs

Emakina Group undertakes to immediately inform the Competent Data Protection Authorities, the Controller and Emakina Group BCR entities of any substantial modifications and the reasons justifying such modifications to these BCRs and to the list of the BCR members. Any changes to the BCRs affecting the Processing conditions and the level of protection offered by the BCRs shall forthwith be notified to the Belgian Data Protection Authority and the Controller. Emakina Group will also ensure that the Data Subjects are kept informed about the substantial changes to these BCRs.

The Data Protection Officers are responsible for updating the BCRs as well as the list of Emakina Group BCR entities. The Data Protection Officers shall keep track of and record any changes to the BCRs. In addition to the aforementioned notification obligations, The Data Protection Officers shall make such changes available to the Competent Data Protection Authorities or the Data Subjects upon request.

No Transfer of Personal Data as specified in Appendix 2 to a Emakina Group BCR entity, that is not listed in Appendix 1 and bound by the BCRs, can take place until this Emakina Group BCR entity is effectively bound by the BCRs and can deliver compliance with the BCRs.

## 19 Effective data and term of the BCRs

The BCRs shall become effective and enforceable between the Emakina Group BCR entities upon the written confirmation through the execution of a so-called 'BCR Agreement' by the Emakina Group BCR entities that they will adopt and be bound by the BCR's.

The BCRs shall remain in force for an indefinite period of time.

In the event of withdrawal of the above-mentioned written confirmation by any of the Emakina Group BCR entities, the BCRs shall cease to be binding and enforceable upon such Emakina Group BCR entity for all Personal Data Processed or Transferred after the date of withdrawal. The obligations derived from the BCRs for Personal Data Processed and/or Transferred up until withdrawal shall remain, until these Personal Data have been erased or as long as and to the extent required by applicable laws and regulations. In the event of such change, the Data Protection Officers will take any required steps to update the BCRs, in accordance with the provisions of Section 18 hereof.

## Appendix 1

### List of Emakina Group entities and enterprises engaged in a joint economic activity with Emakina Group covered by these Binding Corporate Rules and Emakina Group Structure

#### EUROPE

- Emakina.BE  
Rue Middelbourg 64A  
1170 Watermael-Boitsfort  
Belgium
- Emakina Group S.A.  
Rue Middelbourg 64A  
1170 Watermael-Boitsfort  
Belgium
- Your Agency S.A.  
Rue de Bois-Seigneur-Isaac 40/5,  
1421 Ophain  
Belgium
- Emakina/Insights SPRL  
Rue Middelbourg 64A  
1170 Watermael-Boitsfort  
Belgium
- The Reference N.V.  
Stapelplein 70  
9000 Gent  
Belgium
- Emakina.NL BV  
Danzigerkade 4  
1013 AP Amsterdam  
The Netherlands
- Emakina.FR SA  
Rue Atlantis 4  
Parc d'Ester BP 26840  
87068 Limoges  
France
- Emakina.Ch SA  
13, rue Le Royer  
CH-1227 Les Acacias – Geneva  
Switzerland
- Emakina DBG AB  
Fiskargatan 8  
116 20 Stockholm  
Sweden
- Emakina Central & Eastern Europe GmbH  
Vorgartenstraße 206B / 4. Stock
- 1040 Vienna  
Austria
- diamond:dogs Switzerland GmbH  
Bahnhofstrasse 2  
CH-9100 Herisau  
Switzerland
- Netlounge Internet Media Services GmbH  
Weyringergasse 30  
1040 Vienna  
Austria
- Emakina.HR doo  
Weyringergasse 30  
1040 Vienna  
Austria
- k.section business solutions GmbH  
Weyringergasse 30  
1040 Vienna  
Austria
- Vega IT Sourcing (Strategic Partnership)  
Novosadskog sajma 2,  
21000 Novi Sad  
Serbia
- Emakina Marketing GmbH  
Weyringergasse 30  
1040 Vienna  
Austria
- Emakina.RS  
Emakina RS D00 Novi Sad  
Novosadskog Sajma 2  
Novi Sad  
Republika Srbija
- Emakina.PL  
Ul. Metalowa 3  
60-118 Poznan  
Poland
- The Reference.US, Inc.,

#### NORTH AMERICA

WeWork Nomad  
79 Madison Ave, New York,  
NY 10016,  
USA

- **Emakina.US**  
WeWork Nomad  
79 Madison Ave, New York,  
NY 10016, USA

## **ASIA**

### **Cloudworks Arabia Communication and Information (Emakina.SA)**

Moon tower, Mezanine floor  
King Fahed Branch Road, Ar Rahmaniyah,  
PO Box: 231772 Riyadh: 11321 Saudi  
Arabia

- **Emakina.QA**  
Office No.235 2nd Floor D ring Bldg No 67  
Street 250  
D Ring Road Old Airport PO Box 32522  
Doha Qatar
- **Emakina Bilgisayar Yazilim LTD. Sti.**  
21/31  
Dokuz Eylül Üniversitesi Tınaztepe  
Yerleşkesi  
DEPARK Beta Binası  
Doğuş Cad. No:207/AG Floor:1 Office:111  
Buca-İzmir 35390  
Turkey
- **Emakina Bilgisayar Yazılım İnşaat  
Turizm San. ve Tic. A.S.**  
Adalet Mahallesi, Şehit Polis Fethi Sekin  
Cad.  
Novus Tower No:4/162  
Izmir  
Turkey
- **Emakina Bilgisayar Yazılım İnşaat  
Turizm San. ve Tic. A.S.**  
Ege Serbest Bölge Şubesi  
Zafer Serbest Bölge Mah. Nilüfer sok  
No:31/14-15 Gaziemir  
Izmir  
Turkey
- **Emakina Asia PTE. LTD**  
6 Shenton Way #38-01  
OUE Downtown

Singapore

- **Emakina.SG PTE. LTD**  
6 Shenton Way #38-01  
OUE Downtown  
Singapore
- **Emakina FZ-LLC (AE)**  
Aurora Tower office 2202-2207  
Dubai Media City  
PO Box: 478891  
Dubai-UAE
- **Witty Commerce**  
MYE BİLGİSAYAR YAZILIM TİCARET  
ANONİM ŞİRKETİ  
Adatepe Mah.  
Doğuş Cad. No:207/AG/1 Buca/İzmir  
Turkey
- **Cloudworks**  
Aurora Tower office 2202-2207  
Dubai Media City  
PO Box: 478891  
Dubai-UAE
- **CloudCrazy**  
Adalet Mahallesi, Şehit Polis Fethi Sekin  
Cad.  
Novus Tower No:4/162  
Izmir
- **EMAKINA.LB SAL (Offshore)**  
Sequoia Center, 3rd floor, Najib Azouri  
street  
Badaro District  
Beirut – Lebanon
- **EMAKINA (India) Pvt. Ltd.**  
1st Floor, Tower B,  
Panchshil Business Park,  
Balewadi High Street  
Off Baner Balewadi Road,  
Pune 411045 -Inida

## **AFRICA**

- **Emakina.ZA (Pty) Ltd**  
Tygerforum A  
2nd Floor  
53 Willie van Schoor Avenue  
Tyger Valley 7530  
Cape Town – South Africa

## Appendix 2

### Personal data processed by Emakina Group BCR Entities

- Personal data, categories of personal data, type of processing and purposes and types of data subjects affected are determined by the Controller (customers of Emakina BCR Entities) all of which have been duly informed about the existence of the present BCRs.
- All Controllers entered into a Data Processing Agreement with the Emakina Group BCR entity concerned.
- A Processing Registry is updated and kept in “Onetrust” and can be exported for the purpose of reporting to the Data Protection Authorities.
- The following data could be processed (depending on the written instructions from the Controller):

#### Personal Identification data elements

- Age
- Date of Birth
- First name
- Last name
- Full Name
- Gender
- Height
- Marital Status
- Nationality
- Racial or Ethnic Origin
- Religion
- Sexual Orientation
- Signature
- Weight

#### Government Identifier data elements

- Driving license Number
- National Identification Number
- National Identity Card Details

#### Employment Information data elements

- Benefits & entitlements data
- Business unit
- Company
- Contract type
- Corporate credit / debet card numbers
- End date & termination reason
- Exit interview & comments
- Disciplinary actions
- Hours of work
- Complaints
- Health & safety reporting
- Job application details

- Job title
- Office location
- Line manager
- Performance rating
- Personnel number
- Work history
- Record of absence / leave
- Salary
- Start date

#### Social data elements

- Social media contact details
- Social media accounts
- Social media history

#### Browsing Information data elements

- Browsing time
- Cookie information
- IP address
- Website history

#### Education & Skills data elements

- Academic Transcripts
- Education & training history
- Educational degrees
- Languages
- Grade

#### User Account Information data elements

- Account Age
- Account Number
- Account Password

#### Contact Information data elements

- Contact details
- Emergency contact details
- Home address
- Personal email
- Phone number
- Email address
- Previous residence

#### Travel & Expense data elements

- Expense details
- Travel history
- Travel booking details

#### Genetic data elements

#### Family Information

- Children's name
- Parent's name