Data Processing Addendum (DPA)

Deel Contractor Controller to Controller DPA – Version February 2022

Between

Deel. Inc,

a Delaware registered company, having its headquarters at:

650 2nd St, 94107, San Francisco, California, United States,

and its affiliates

(hereinafter “Deel")

And

Contractor Name: ……

……

Contractor Address: ……

……

……

(hereinafter "Contractor")

(individually, the “Party” and collectively, the “Parties”)

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1. Purpose

1. This Processing Addendum ("DPA") forms a part of the Deel Terms of Service found at https://www.letsdeel.com/terms-of-service, unless Contractor has entered into a superseding written subscription agreement with Deel, in which case, it forms a part of such written agreement (in either case, the "Agreement").
2. Deel and Contractor have entered into the Agreement for the provision of services. This Data Processing Addendum (hereinafter "DPA" or "Addendum") and its applicable DPA Appendixes apply to the Processing of Personal Data by Parties subject to the Data Protection Laws in order to provide services ("Services") pursuant to the Agreement between Deel and Contractor.
3. As part of their contractual relations, the Parties shall undertake to comply with the applicable Data Protection Laws on personal data processing.

2. Definitions

"Deel Platform" means the Deel software-as-a-service solution that allows Contractors to seamlessly manage relationships with local and international independent contractors, including, the receipt of services from Consultants.

"Data Protection Laws" means all data protection laws and regulations applicable to a party's processing of Contractor's Personal Data under the Agreement, including, where applicable, EU/UK Data Protection Laws, Non-EU Data Protection Laws and any other applicable data protection laws.

"EU/UK Data Protection Laws" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

"Europe" means, for the purposes of this DPA, the European Union, the European Economic Area and/or their member states, Switzerland, and the United Kingdom.

"Non-EU Data Protection Laws" means the California Consumer Privacy Act ("CCPA"); the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"); and the Brazilian General Data Protection Law ("LGPD"), Federal Law no. 13,709/2018, and its implementing regulations.

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area or Switzerland to a country outside of the European Economic Area or Switzerland which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

"Standard Contractual Clauses" means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs"). The Standard Contractual Clauses shall be incorporated by reference and form an integral part of this DPA.

Capitalized terms used in this DPA shall have the same meaning given to them under Data Protection Laws or if not defined thereunder, the EU GDPR, unless a different meaning is specified herein. In regards to the CCPA, terms used in the applicable provisions of the DPA where the CCPA is the applicable law shall be replaced as follows: "Personal Data" shall mean "Personal Information"; "Controller" shall mean "Business"; "Processor" shall mean "Service Provider"; and "Data Subject" shall mean "Consumer".

3. Contractual documents

This Addendum and its Appendixes constitute the entire Data Processing Agreement between the Parties. It replaces all previous agreements relating to its object. Any prior agreements between the Parties relating to personal data are not binding on the Parties.

Some of the contractual documents may be amended or enriched during the fulfilment of the Addendum. In any event, these amendments or enrichments must be covered by an amendment signed by the Parties. No modifications may be made to the Addendum and its Appendixes without a document signed by both Parties.

4. Duration of the assignment/notice of termination

1. The duration of the assignment (term of the DPA) is coextensive with the term of the Agreement.
2. The termination of this DPA therefore depends on the provisions concerning the duration and the termination of the Agreement. Termination of the Agreement shall also have the effect of terminating this DPA.
3. Furthermore, the premature termination of this DPA upon written notice to the other Party shall be permissible in the event of such other Party's serious breach of statutory or contractual data protection provisions under the Data Protection Laws, insofar as the contracting Party in question cannot reasonably be expected to continue this DPA.
4. The parties acknowledge that the termination of the DPA at any time and for any reason, does not exempt them from their obligations under the Data Protection Laws relating to the collection, processing and use of Personal Data.

5. Processing of Personal Data – arrangement between independent controllers

1. The parties agree that Deel and Contractor are independent Controllers with respect to the processing of such Personal Data under this DPA as described in **Appendix 1**.
2. The purpose(s) and nature of operations carried out on the Personal Data is the one as described in the Agreement.
3. To perform the Services covered herein, the Contractor shall provide Deel with all the necessary information
4. Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of Personal Data covered under this DPA.

6. Processors

1. Contractor acknowledges and agrees that Deel may engage third-party Processors in connection with the provision of the Services. Deel acknowledges and agrees that Contractor may engage third-party Processors in connection with the receipt of the Services. Both parties shall have a written agreement with each Processor and agree that any agreement with a Processor shall include substantially the similar data protection obligations as set out in this DPA.
2. Both parties shall be liable for the acts and omissions of its respective Processors to the same extent such party would be liable under the terms of this DPA, except as otherwise set forth in the Agreement.
3. Contractor acknowledges that in the provision of some services (such as Deel Platform integrations with BambooHR, Ashby, NetSuite, QuickBooks or other integrations with the Deel Platform), Deel, on receipt of instructions from Contractor, may transfer Personal Data to and

otherwise interact with third party data processors. Contractor agrees that if and to the extent such transfers occur, Contractor is responsible for entering into separate contractual arrangements with such third-party data processors binding them to comply with obligations in accordance with the Data Protection Laws. For the avoidance of doubt, such third-party data processors are not Subprocessors.

7. Technical and organizational measures

1. Deel shall take suitable technical and organizational measures appropriate to the risk to ensure for protection of the security, confidentiality and integrity of Personal Data it Processes under this DPA. Deel guarantees that it has carried out the technical and organizational measures specified in **Appendix 2** to this DPA.
2. The technical and organizational measures are subject to the current state of technology and technical progress. In this regard, Deel is permitted to implement adequate alternative measures, provided that these measures may not provide a lower level of security to Contractor data than the stipulated measures in Appendix 2.

8. Cross-border data transfers

1. The parties agree that when the transfer of Personal Data is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses. The Standard Contractual Clauses shall be incorporated into this DPA by reference and the information required to complete the Standard Contractual Clauses is as follows:

    (a) In relation to Personal Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:

        (i) Module One will apply;

        (ii) in Clause 7, the optional docking clause will apply;

        (iii) in Clause 11, the optional language will not apply;

        (iv) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by the law of The Republic of Ireland;

        (v) in Clause 18(b), disputes shall be resolved before the courts of The Republic of Ireland;

        (vi) Annex I of the EU SCCs shall be deemed completed with the information set out in Appendix 4 to this DPA; and

        (vii) Annex II of the EU SCCs shall be deemed completed with the information set out in Appendix 2 to this DPA.

    (b) In relation to Personal Data that is protected by the UK GDPR, the UK SCCs will apply completed as follows:

        (i) For so long as it is permitted to rely on the standard contractual clauses for the transfer of personal data to controllers set out in the European Commission's Decision 2004/915/EC of 27 December 2004 ("**Prior C2C SCCs**") for transfers of personal data from the United Kingdom, the Prior C2C SCCs shall apply between Contractor and Deel on the following basis:

            (x) in Clause II (h): Contractor and Deel choose option (iii);

(y) Annex B of the Prior C2C SCCs shall be deemed completed with the information set out in the relevant part of Appendix 2 to this DPA; and

(z) the "Illustrative Commercial Clauses (Optional)" shall be deemed deleted;

(ii) Where sub-clause (b)(i) above does not apply, but Contractor and Deel are lawfully permitted to rely on the EU SCCs for transfers of personal data from the United Kingdom subject to completion of a "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018, then:

(A) The EU SCCs, completed as set out above in Section 8.1(a) of this DPA shall also apply to transfers of such Personal Data, subject to sub-clause (B) below;

(B) The UK Addendum shall be deemed executed between the Contractor and Deel, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Data.

(iii) If neither sub-clause (b)(i) or sub-clause (b)(ii) applies, then Contractor and Deel shall cooperate in good faith to implement appropriate safeguards for transfers of such Personal Data as required or permitted by the UK GDPR without undue delay.

(c) In relation to Personal Data that is protected by the Swiss DPA, the EU SCCs will apply completed as follows:

(i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA; (iii) references to "EU", "Union" and "Member State law" shall be replaced with "Switzerland"; (iv) Clause 13(a) and Part C of Annex II shall be deleted; (v) references to the "competent supervisory authority" and "competent courts" shall be replaced with "the Swiss Federal Data Protection and Information Commissioner" and "relevant courts in Switzerland"; (vi) Clause 17 shall be replaced to state "The Clauses are governed by the laws of Switzerland"; and (vii) Clause 18 shall be replaced to state "Any dispute arising from these Clauses shall be resolved by the applicable courts of Switzerland. The Parties agree to submit themselves to the jurisdiction of such courts".

2. In the event that any provision of this DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
3. If the Standard Contractual Clauses are deemed invalid by a governmental entity with jurisdiction over Transferred Personal Data (e.g., the EU Court of Justice) or if such governmental entity imposes additional rules and/or restrictions regarding such Transferred Personal Data, the parties agree to work in good faith to find an alternative and/or modified approach with respect to such Transferred Personal Data which is in compliance with applicable laws.

9. Final provisions

1. If individual provisions of this DPA should be or become ineffective, this shall not affect its remaining provisions. The Parties undertake to replace the ineffective provisions with a legally valid provision that comes closest to the purpose of the ineffective provisions.
2. In the event of contradictions between this DPA and any other agreements between the Parties, especially the Agreement, the provisions of this DPA shall take precedence.

3. Ancillary agreements, amendments and additions to this DPA must be made in writing. This also applies to the amendment of this requirement for written form.
4. This DPA shall be governed by local law of the country where the data exporter is established, unless otherwise expressly mandated by the Data Protection Laws.
5. The Parties agree to submit any claim or dispute arising from this DPA to the exclusive jurisdiction of the courts of jurisdiction of the data exporter, unless otherwise expressly mandated by the Data Protection Laws.

Signatories

On behalf of Contractor:

Contractor Full Legal Name: .....

Signatory Name .....

Position: .....

Date, Signature: .....

On behalf of Deel:

Deel Full Legal Name: **Deel. Inc**

Signatory Name **Alex Bouaziz**

Position: **CEO**

Signature:

Appendix 1: Personal data

Categories of data subjects
The personal data transferred concern the following categories of data subjects:

- ✓ Contractor's representatives and Deel Platform users of the Contractor such as employees, contractors and collaborators of the Contractor.

Categories of personal data
The personal data transferred concern the following categories of data:

- ✓ *Contact information*: name, addresses, e-mail addresses, phone numbers and other ways in which Deel can contact the data subject
- ✓ *Identity verification data:* To verify an individual's identity, Deel may collect an individual's date of birth, taxpayer or government identification number, or a copy of a government-issued identification. In this identification verification process, Deel also may collect a selfie (i.e., a photograph the individual took of themselves) in order to be able to verify someone's identity by determining whether a selfie taken matches the photo in the government-issued identification. For this, the facial recognition technology collects information from the photos that may include biometric data. Deel also may collect information from third parties, such as credit bureaus, identity verification services, and other screening services to verify that the individual is eligible to use our Services.
- ✓ *Communications:* any communication Contractor has with Deel, like emails and phone calls
- ✓ *Information regarding the usage of the Deel Platform,* like payment transactions and technical connection data (IP address, location, logs, etc.)

Sensitive Categories
The personal data transferred concern the following special categories of data:

- ✓ *Biometric data.* To verify an individual's identity, the photograph as present on the government-issued identification may be processed by Deel's facial recognition technology to produce biometric data used to identify data subjects.
- ✓ *Government identification number,* as may be present on the copy of a government-issued identification.

Processing operations
The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- ✓ storage and other processing necessary to provide, maintain and update the Services provided to the Contractor
- ✓ to provide technical support to the Contractor
- ✓ disclosures in accordance with the Agreement, as compelled by law

Appendix 2: Technical and organizational measures

Deel has implemented comprehensive organizational and technological measures to ensure the safety of the personal data as well as undisturbed operation in an optimal manner.

The following technical and organizational measures have been taken:

a) Admission control:

Measures to prevent unauthorized persons from gaining access to the data processing equipment used to process personal data.

Imple-mented	Measure
Y	Access control guidelines and regulations
Y	Security areas are clearly defined
Y	Appropriate implementation of measures to secure Datacenter Access
Y	Security also outside working hours by alarm system and/or plant security
Y	Access only for authorized persons (company employees and external persons)
Y	Regulation for external parties
Y	Implementation of locks
Y	External staff is accompanied by Deel staff

b) Access control:

Measures and procedures to prevent unauthorized persons from using the data processing equipment.

Imple-mented	Measure
Y	Regulation of user authorizations (administration incl. assignment of rights, assignment of special rights, revocation of authorizations, regular reviews).
Y	Password policy (secure passwords, regular changes, regular reviews).
Y	Use of encryption routines for mobile data carriers (incl. notebooks, USB sticks)
Y	Remote user authentication (cryptographic techniques, hardware identification, VPN solutions)
Y	BYOD policy
Y	Obligation to maintain data secrecy in accordance with Art. 28 Para. 3 lit. b EU GDPR
Y	Role based authorization
Y	Controlled destruction of data carriers
Y	Regular security audit

c) Access monitoring:

Measures to ensure that those authorized for data processing can only access the personal data subject to their access authorization.

Imple-mented	Measure
Y	Control of access authorization (differentiated authorizations via profiles, roles, time limit)
Y	Provision of appropriate authentication technologies
Y	Security Logs (ex: unsuccessful and successful authentication attempts).
Y	Guidelines for the pseudonymization/anonymization of personal data

d) Transfer control:

Measures to ensure that personal data cannot be read, copied, altered or removed without authorisation during electronic transmission, transport or storage on data carriers.

Imple-mented	Measure
Y	Guidelines for the exchange of information of all kinds
Y	Encryption during data transmission (network encryption, TLS)
Y	Logging during the transmission of data
Y	Method for detecting and protecting malware
Y	Access Control
Y	Encryption of data carriers before transport
Y	Handover of data carriers to authorized persons only
Y	Controlled destruction of data carriers

e) Input control:

Measures to ensure authenticated entry of personal data.

Imple-mented	Measure
Y	Access control
Y	Data security policy
Y	Process, program and workflow organization

f) Order control:

Measures to ensure that personal data processed in within the boundaries and conditions as set out in this DPA

Imple-mented	Measure
Y	Contract in writing with determination of the data protection agreements
Y	Formalized order placement
Y	Careful selection of the subcontractor
Y	Monitoring the proper execution of the contract
Y	Separation of duty

g) Availability control:

Measures to ensure that personal data is protected against accidental destruction or loss.

Imple-mented	Measure
Y	Controlled process to ensure business operations (BCM)/IT-SCM
Y	Contingency plans
Y	Regular back-ups according to backup plan
Y	Protection of systems against database failure, service level agreements with IT service providers
Y	Mirroring of data

Y	Antivirus/Firewall
Y	Redundant hardware

h) Separation control:

Measures to ensure that data collected for different purposes can be processed separately.

Imple-mented	**Measure**
Y	Contractor separation
Y	Functional separations

i) Procedures for periodic review and evaluation

Procedures for regular review, evaluation and evaluation of the effectiveness of technical and organisational measures

Imple-mented	**Measure**
Y	Data Protection Management
Y	Incident response management

Appendix 3: Contact details of the parties

Parties entitled to issue instructions and recipients of instructions

Deel

Name	Address	Email
Bouaziz & Partners	45 Quai de la Seine, 75019, Paris	dpo@letsdeel.com

Contractor

Name	Address / Telephone	Email
……	……	……

Deel's Data Protection Officer

Name	Address / Telephone	Email
Bouaziz & Partners	45 Quai de la Seine, 75019, Paris	dpo@letsdeel.com

Contractor's Data Protection Officer (if applicable)

Name	Address / Telephone	Email
……	……	……

Appendix 4: STANDARD CONTRACTUAL CLAUSES – ANNEX 1: Personal Data

A. LIST OF PARTIES

Controller / Data exporter:

1.	Name:	As detailed in Contractor details on page 1.
	Address:	As detailed in Contractor details on page 1.
	Contact person's name, position and contact details:	As detailed in Appendix 3.
	Activities relevant to the data transferred under these Clauses:	Processing of Personal Data necessary to provide the services pursuant to the terms of the Agreement.
	Signature and date:	This Annex 1 shall be deemed executed upon execution of the DPA.
	Role (controller/processor):	Controller

Controller / Data importer:

1.	Name:	Deel Inc.
	Address:	As detailed in Contractor details on page 1.
	Contact person's name, position and contact details:	As detailed in Appendix 3.
	Activities relevant to the data transferred under these Clauses:	The provision of international payroll services.
	Signature and date:	This Annex 1 shall be deemed executed upon execution of the DPA Amendment.
	Role (controller/processor):	Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Contractor's representatives and Deel Platform users of the Contractor such as employees, contractors and collaborators of the Contractor.
Categories of personal data transferred:	As detailed in Appendix 1.
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:	Sensitive data transferred as detailed in Appendix 1. Personal Data including sensitive Personal Data will be protected in accordance with Appendix 2.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous for the duration of the Services.
Nature of the processing:	Processing of Personal Data to provide services pursuant to the terms of the Agreement, including international payroll services.
Purpose(s) of the data transfer and further processing:	Processing operations detailed in Appendix 1
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	For the duration of the Services. Upon termination or expiry of the Services, Deel shall promptly delete any Personal Data it has processed for Contractor in connection with the Services unless Deel is required to keep the data for legal and regulatory reasons.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	N/A

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs)	Where the EU GDPR applies, the competent authority shall be determined in accordance with Clause 13 of the Standard Contractual Clauses. Where the UK GDPR applies, the competent authority shall be the UK Information Commissioner's Office.