

Personal Data Privacy and Protection Policy (Clients and Candidates)

I. Scope and Purpose

This Policy applies to all Mintz Group Clients globally. Its purpose is to outline Mintz Group's practices for the Processing of Client Data and Candidate Data on a worldwide basis and is designed to provide a global minimum standard for such Processing. It is inapplicable to the Processing of information relating to online visitors, unless such information is otherwise Client Data or Candidate Data.

Where specific local laws require stricter standards than those prescribed herein, Mintz Group will Process Client Data in accordance with applicable local law and may develop specific local policies in this regard. Where applicable local law provides a lower level of protection of Client Data and Candidate Data than established by this Policy, the standard prescribed by this Policy will apply.

II. Responsibilities

The Mintz Group's Office of General Counsel is responsible for managing this Policy and responding to questions or concerns. The Data Protection Team is responsible for responding to any actual or potential violations of this Policy.

III. Policy

A. Processing of Client Data and Candidate Data

1. Definitions

In the course of its relationships with Mintz Group Clients and Candidates, Mintz Group will Process Client Data and Candidate Data. Client Data and Candidate Data constitute Personal Data of identifiable individuals who are 1) workers for a Mintz Group Client, 2) a data subject a Mintz Group Client has engaged Mintz Group to research (a 'Candidate'), or 3) sources of information relating to a Candidate.

The term '**Processing**' means any action taken in connection with Client Data and/or Candidate Data, including: collection, handling, use, transfer and disclosure by transmission, dissemination or otherwise making available, as well as recording, organization, storage, retention, adaptation or alteration, access, retrieval, consultation, alignment or combination, blocking, anonymizing, erasure, disposal or destruction.

The term '**Personal Data**' means any information relating to an identifiable, or identified, living, natural person.

The term '**Sensitive Personal Data**' means any Personal Data relating to an individual's 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, or data concerning a natural person's sex life or sexual orientation

2. **What Are Mintz Group's General Processing Principles?**

Mintz Group respects the privacy rights and interests of each Mintz Group Client and Candidate and adheres to the following general principles when Processing Client Data and Candidate Data:

- a. Client Data and Candidate Data will both be Processed fairly and lawfully and in accordance with this Policy.
- b. Client Data and Candidate Data will both be collected for legitimate purposes.
- c. Sensitive Client Data or Sensitive Candidate Data will be Processed pursuant to the Consent of the Data Subject unless an appropriate and permissible exception exists for such Processing.
- d. Before Mintz Group collects Client Data or Candidate Data, Mintz Group Clients or Candidates will be informed about: the purposes for which their Data is collected and used; how they can make inquiries or complaints about the Processing of their Data; the types of third parties to which Mintz Group discloses their Data; the means Mintz Group offers for limiting the use and disclosure of their Data; and the security measures that Mintz Group adopts to safeguard their Data.
- e. Client Data and Candidate Data will be accurate and kept up-to-date. Reasonable steps will be taken to rectify or delete Client Data or Candidate Data that is inaccurate or incomplete.
- f. In some cases where Mintz is required by applicable law to obtain consent for Processing, Mintz Group Clients and Candidates will have the opportunity to choose not to have their Client Data or Candidate Data disclosed to a third party (other than those who are acting as agents for Mintz Group under its instructions) or used for a legitimate purpose which is incompatible with the original purpose for collection. In the event that Mintz Group is required by such law to obtain Consent, Mintz Group Clients or Candidates (as applicable) will be given a clear and conspicuous, readily available and affordable mechanism by which to exercise their choice. Note that, generally, Mintz Group is not required to obtain Consent from a Candidate for Processing Candidate Data under applicable law.
- g. Client Data and Candidate Data will be relevant to, and not excessive for, the purposes for which it is collected and used.
- h. Subject to applicable local record retention laws and any other applicable legal requirements, Client Data and Candidate Data will be held by Mintz Group only as long as it is necessary for the purposes for which it was collected and Processed.
- i. Mintz Group will not Transfer Client Data or Candidate Data to any third party unless the third party provides at least the same level of privacy protection as is required by this Policy.
- j. Reasonable precautions will be taken to prevent unauthorized or accidental destruction, alteration or disclosure of; accidental loss of; unauthorized access to; misuse of; unlawful Processing of; or damage to, Client Data and Candidate Data.

3. **What are the Purposes of Processing?**

Mintz Group collects and uses Client Data and Candidate Data in order to conduct pre-transaction due diligence and dispute related background checks, service requests for pre-hire due diligence on

Candidates, conduct pre-employment background checks on Candidates, and conduct other services in furtherance of the business relationship with Client.

For example, the following is an illustrative, but not exhaustive, list of Mintz Group's business activities all requiring the Processing of Client Data and Candidate Data in the context of Mintz Group's business relationships with Clients:

- a. Mintz Group Client identification;
- b. reimbursement of Mintz Group Client expenses;
- c. compliance and risk management;
- d. communication with Mintz Group Clients;
- e. pre-employment background investigations, including civil and criminal litigation checks;
- f. reporting on financial history and credit reviews of Candidates;
- g. regulatory and licensing checks of Candidates;
- h. press, internet, and social media reporting about Candidates;
- i. verifying employment and education of Candidates;
- j. conducting searches in global risk compliance databases ('watchlists');
- k. identifying past and present corporate affiliations;
- l. searching driving records;
- m. business development and growth opportunities; or
- n. compliance with applicable legal requirements.

B. Disclosures of Personal Data

1. When Will Mintz Group Share Client Data or Candidate Data Amongst its Various Entities?

A disclosure of Client Data or Candidate Data between Mintz Group companies will only occur if the Transfer is based on a clear business need and is for the purposes described above.

2. What Client Data or Candidate Data Transfers Outside of Mintz Group May Be Made?

Mintz Group may, from time to time, disclose Client Data or Candidate Data outside of Mintz Group:

- a. where required as a matter of law (e.g., to tax and social security authorities);
- b. where required to protect its legal rights (e.g., to defend litigation);
- c. at the direction of the relevant Mintz Group Client;
- d. to select third parties, where permitted by applicable local law; or
- e. to select third parties, as described below.

3. **Under What Circumstances May Disclosures Be Made to Service Providers and Customers?**

Mintz Group may disclose Client Data or Candidate Data to select third parties:

- a. that have been engaged to provide services to or on behalf of Mintz Group (e.g., conducting background checks) ('**Vendors**'). In such circumstances, Mintz Group will only disclose Client Data that is necessary for, and material, relevant and limited to, the Vendor's provision of those services; or
- b. where otherwise permitted under applicable local law.

4. **What Requirements Will Be Imposed on Vendors?**

Mintz Group will require that Vendors undertake by written contract to guarantee at least the same levels of protection afforded under this Policy when Processing Mintz Group Clients' Client Data.

C. **Security and Confidentiality**

Mintz Group is committed to taking appropriate technical, physical and organizational measures to protect Client Data and Candidate Data (including Sensitive Client Data and Sensitive Candidate Data) against unauthorized or accidental destruction, alteration or disclosure; accidental loss; unauthorized access; misuse; unlawful Processing; or damage.

These measures include equipment, application and information security, access security, and training of Mintz Group Workers who are required to Process Mintz Group Clients' Client Data and Candidates' Candidate Data about this Policy and the appropriate Processing of Client Data and Candidate Data.

The level of the relevant measures reflecting the risks and nature of the different types of Client Data and Candidate Data will be reviewed and updated periodically consistent with Mintz Group's Information Security policies.

D. **Sensitive Client Data and Sensitive Candidate Data**

1. **How Will Mintz Group Treat Sensitive Client Data and Sensitive Candidate Data?**

Sensitive Client Data and Sensitive Candidate Data may be Processed for the purposes set out above. Mintz Group will endeavor to limit the Processing of Sensitive Client Data and Candidate Data to that strictly necessary for the purposes for which it was collected.

A Mintz Group Client's explicit Consent to the Processing of his/her Sensitive Client Data will be obtained, except as otherwise allowed by law. Similarly, a Mintz Group Candidate's explicit Consent to the Processing of his/her Sensitive Candidate Data will be obtained, except as otherwise allowed by law.

2. **What Are Mintz Group Clients' or Candidates' Rights to Access Their Personal Data?**

Any Mintz Group Client or Candidate, as the case may be, may inquire as to the nature of his/her Data held by Mintz Group. Mintz Group will endeavor to respond to an inquiry without excessive delay and within the time limits prescribed by applicable local law (if any) or otherwise within a reasonable time period.

A Mintz Group Client or Candidate wishing to access their Personal Data held by Mintz Group should contact the Data Protection Team.

In responding to a request for access, Mintz Group may request that the requesting Mintz Group Client or Candidate, as the case may be:

- a. provide Mintz Group with sufficient information to allow it to confirm the Mintz Group Client's or Candidate's identity;
- b. in order to locate responsive information, to identify his/her concerns which led to or motivated the request; and
- c. identify which Mintz Group companies the Mintz Group Client or Candidate interacted with and the nature of the Personal Data requested.

Mintz Group may, at its discretion and to the extent permitted to do so under applicable local law, require that a Mintz Group Client or Candidate, as the case may be, pay reasonable costs of providing access.

3. **When Might Requests for Access to or Amendments to Client Data Be Refused?**

Mintz Group may refuse a Mintz Group Client's or Candidate's request for access to his/her Data in certain circumstances. For example, depending on the circumstances of the request, access may not be provided where:

- a. the burden or expense of providing access would be disproportionate to the risks to the requester;
- b. the rights or interests of an individual other than the requester would be violated, such as where access would reveal another Mintz Group Client's Client Data or Candidate's Candidate Data;
- c. access would reveal information which Mintz Group has taken steps to protect from disclosure, where disclosure would help a competitor in the market ('**Confidential Commercial Information**'), such as where Confidential Commercial Information cannot be readily separated from the Client Data or Candidate Data;
- d. the execution or enforcement of the law, including prevention, investigation or detection of offences or the right to a fair trial would be interfered with;
- e. a Mintz Group internal investigation or grievance proceeding would be prejudiced;
- f. any confidentiality that may be necessary for limited periods in connection with Mintz Group Client or Candidate succession planning and corporate re-organizations; or in connection with monitoring, inspections or regulatory functions connected with sound economic or financial management, would be prejudiced;
- g. a court or other authority of appropriate jurisdiction determines that Mintz Group is not required to provide access;
- h. a legal or other professional privilege or obligation would be breached; or
- i. there is no legal requirement for Mintz Group to provide such access, including because the local legal requirements for a valid data subject access request have not been met.

If a request for access or rectification is refused, the reason for the refusal will be communicated to the Mintz Group Client or Candidate. In this case the Mintz Group Client or Candidate affected may make use of the dispute resolution processes described in 'Grievance Mechanism' below.

4. **What Are Mintz Group Clients' or Candidates' Rights to Amend Their Data?**

If a Mintz Group Client's Client Data or Candidate's Candidate Data is inaccurate or incomplete, the Mintz Group Client or Candidate may request that his/her Data be rectified.

E. **Contact Information**

1. **Questions or Concerns:** To ask questions about this Policy, Clients or Candidates may contact the Data Protection Team at dataprotectionteam@mintzgroup.com.
2. **Complaint Mechanism:**
 - a. If at any time a Mintz Group Client or Candidate believes that their Data has been Processed in violation of this Policy, the Mintz Group Client or Candidate may report the concern to the Data Protection Team at dataprotectionteam@mintzgroup.com.
 - b. If a complaint of the nature described in subsection a. above concerns EEA Data and the complaint remains unresolved after referral to the Data Protection Team, Mintz Group will follow the processes laid out in Section F under 'Recourse and Enforcement.'

F. **Transfer of EEA Data Outside of the EEA**

1. Client Data or Candidate Data which relates to a EU-resident is shared with Mintz Group companies around the world in accordance with applicable local law and/or under one or more inter-company agreements which safeguard the integrity of the Client Data or Candidate Data and the privacy rights of the Mintz Group Client whom the Client Data or Candidate Data concerns.
2. **EU-US Privacy Shield.**
 - a. The Mintz Group complies with the EU-U.S. Privacy Shield Framework set forth by the United States Department of Commerce with respect to the collection, use and retention of Personal Data transferred from the EEA to the United States. This Policy specifies the Mintz Group's commitment to Privacy Shield Principles and organizational practices for implementing them. If there is any conflict between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. Mintz Group's Privacy Shield Certification may be found here. To learn more about the Privacy Shield Framework, please visit the Department of Commerce's dedicated website located at <https://www.privacyshield.gov/>.
 - b. Mintz Group is subject to the regulatory authority of the Federal Trade Commission. The Federal Trade Commission may be contacted at the following address:

Federal Trade Commission
Attn: Consumer Response Center
600 Pennsylvania Avenue NW
Washington, DC 20580
Email: Consumerline@ftc.gov
www.ftc.gov
 - c. In certain situations, Mintz Group may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.
 - d. **Notice.** The Mintz Group only collects, uses, and discloses Personal Data for the purposes specified in this Policy.
 - e. **Choice.** There are instances where a Client or Candidate's knowledge of, and consent to Processing is the underlying legal basis for such Processing. We rely on the following actions by the Client or Candidate as indications of consent to our existing and future Personal Data handling:
 - A Client or Candidate's voluntary provision of Personal Data to us directly;

- A Client or Candidate's express consent or acknowledgement contained within a written, verbal or electronic application process; and
- A Client or Candidate's verbal consent solicited by us (or our agent) for a specified purpose.

Where we rely on consent for the fair and lawful Processing of Personal Data, the opportunity to consent will be provided when the Personal Data in question is collected. The Client or Candidate's consent may be given through an authorized representative such as a legal guardian, agent or holder of a power of attorney.

Subject to certain legal or contractual restrictions and reasonable notice, consent may be withdrawn at any time. We will inform the Client or Candidate of the consequences of withdrawing consent. In some cases, refusing to provide certain Personal Data or withdrawing consent for us to collect, use or disclose Client or Candidate's Personal Data could mean that we cannot provide the requested services or information for the Client or Candidate.

If the Client or Candidate wishes to withdraw consent, please refer to the Contact information section above.

In most instances where we Process Candidate Data, we do not require a Candidate's consent to engage in the Processing or disclosure of Personal Data. We may not solicit a Client or Candidate's consent for the Processing or transfer of Personal information for those purposes which have a statutory basis, such as:

- The transfer or Processing is necessary for the performance of a contract between the Client or Candidate and Mintz Group (or one of its affiliates);
- The transfer or Processing is necessary for the performance of a contract, concluded in the Client or Candidate's interest, between us (or one of our affiliates) and a third party;
- The transfer or Processing is necessary, or legally required, on important public interest grounds, for the establishment, exercise, or defense of legal claims, or to protect the Client or Candidate's vital interests; or
- The transfer or Processing is required by applicable law.

- f. **Accountability for Onward Transfer.** Mintz Group complies with the Privacy Shield Principle for liability for onward transfers.
- g. **Data Integrity and Purpose Limitation.** In addition to employing reasonable Data Security safeguards, Mintz Group takes reasonable steps to ensure that Personal Data is reliable for its intended use; as well as being current, accurate, and complete. As part of maintaining current, accurate, and complete Personal Data, Mintz Group needs the Client or Candidate's help. Should the Client or Candidate know that the Personal Data Client or Candidate has provided to us is inaccurate or incomplete, please contact us via the point of contact as specified herein.

The Mintz Group will normally retain Personal Data for as long as necessary for the fulfillment of the Identified Purposes. However, some Personal Data may be retained for longer purposes as required by law, contract, or auditing requirements.

- h. **Recourse and Enforcement.** In compliance with the Privacy Shield Principles, Mintz Group commits to resolve complaints about its collection or use of Mintz Group Client or Candidate personal information. Any Mintz Group Client or Candidate within the European Union with questions or concerns regarding the use or disclosure of personal

information or who wishes to file a complaint are directed to contact us via the mechanism indicated herein. The Mintz Group will respond to any reasonable and valid complaint within 45 days of receipt of such complaint. The Mintz Group will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with the principles contained in this Policy.

Should a Mintz Group Client or Candidate feel that the Mintz Group has inadequately addressed their concerns, the Mintz Group Client or Candidate may, at no cost, file a complaint with JAMS, an independent dispute resolution provider, at <https://www.jamsadr.com/eu-us-privacy-shield>. Should the Mintz Group Client or Candidate be unable to resolve the complaint with Mintz Group via JAMS, the Federal Trade Commission or the Data Protection Authority in the respective country of the Client's or Candidate's residence may be contacted directly in order to engage with the US Department of Commerce to resolve the complaint.

Arbitration. In the event that the complaint cannot be fully resolved through the Department of Commerce, binding arbitration *may* be invoked as a final resort. Binding Arbitration may only be used to ensure that Mintz Group follows the data handling practices of this policy. No other form of remedy is available by any arbitration under this section. In order to invoke this arbitration option, the following steps must be taken prior to initiating an arbitration claim: (1) raise the claimed violation directly with Mintz Group, affording it an opportunity to respond to the issue within 45 days; (2) make use of the independent recourse mechanism, in this case JAMS, at no cost to the Mintz Group Client or Candidate; and (3) raise the issue through the Data Protection Authority to the Department of Commerce and afford the Department of Commerce an opportunity to use best efforts to resolve the issue at no cost.

Note: Arbitration may **not** be invoked if the same claimed violation (1) has previously been subject to binding arbitration, (2) was the subject of a final judgment entered in a court action to which the Mintz Group Client or Candidate was a party, or (3) was previously settled by the Mintz Group Client or Candidate and the Mintz Group. Additionally, this option may not be invoked where the Data Protection Authority of the country of the Mintz Group Client or Candidate's residence already has jurisdiction to resolve the complaint.

Initiating Binding Arbitration: 'Notice' must be delivered to the organization containing a summary of steps taken to resolve the claim, a description of the alleged violation and, at the discretion of the part of the initiating party, supporting documents and materials and a discussion of law relating to and supporting the claim. For more information on how to invoke arbitration under the Privacy Shield framework, please visit <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>.

- i. **Contact Information.** Please contact us using the information provided in Subsection E above.

IV. Communication about this Policy

Mintz Group is committed to communicating this Policy and how it may be accessed to all current and new Mintz Group Clients and Candidates. Mintz Group will make this Policy available on its internal website.

V. Assessment Procedures

Mintz Group will monitor its compliance with this Policy on an ongoing basis. Mintz Group will periodically verify that this Policy continues to conform to and comply with the GDPR. A statement affirming successful completion of any such assessment will be signed by a corporate officer or other authorized representative of Mintz Group at least once per year and made available upon request by a Mintz Group Client or Candidate or in the context of an investigation or complaint about compliance.

VI. Policy Governance

This Policy supersedes and replaces any and all prior policies, guidelines and practices, written and unwritten, regarding its subject matter. Subject to any applicable local law requirements, Mintz Group reserves the right to change, replace, or cancel this Policy with or without notice at its sole discretion at any time.

Mintz Group is committed to ensuring that this Policy is observed by Mintz Group Clients and Candidates. Mintz Group Clients and Candidates must comply with this Policy. Non-compliance with this Policy could result in termination of any business relationship, contractual or otherwise, with a Mintz Group Client or Candidate.

Compliance with this Policy may be verified through various methods, including internal and external audits.