Instructions and Effectiveness. This Addendum has been pre-signed on behalf of Lever. To enter into this Addendum, Customer must:

- Be a customer of the Services;
- Complete the signature block below by signing and providing all items identified (see pages 5, 11, 13, and 14 for signature blocks); and
- Submit the completed and signed Addendum to Lever as instructed.

This Addendum will only be effective (as of the Effective Date) if executed and submitted to Lever accurately and in full accordance with Section 1 above and this section. If you make any deletions or other revisions to this Addendum, it will be null and void.

- Customer signatory represents to Lever that he or she has the legal authority to bind the Customer and is lawfully able to enter into contracts (e.g., is not a minor).
- This Addendum will terminate automatically upon termination of the Agreement or as earlier terminated pursuant to the terms of this Addendum.

This Data Processing Addendum and Standard Contractual Clauses (“DPA”) supplements the Agreement between Lever and Customer (jointly “the Parties”), when the GDPR applies to your use of Lever’s Services to Process Customer Data. Except as amended by this DPA, the Agreement will remain in full force and effect.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Nothing in this Addendum is intended to alter or have any adverse effect on the Standard Contractual Clauses incorporated into this Addendum in Annex 2 (“Standard Contractual Clauses”). In the event that a competent government authority determines that a conflict exists between the Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail. If there is a conflict between any other agreement between the Parties including the Agreement and this DPA, the terms of this DPA will control.

1. Definitions. Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below.

1.1 “Agreement” means any agreement between Lever and a specific customer under which Services are provided by Lever to that customer. Such an agreement may have various titles, including but not limited to “Order Form,” “Sales Order,” or “Terms of Service.”

1.2 “Customer” means the entity which determines the purposes and means of Processing of Customer Data. Customer may also be referred to as Data Exporter.

1.3 “Customer Data” means any “personal data” (as defined in GDPR) that is provided by or on behalf of Customer and Processed by Lever pursuant to the Agreement.

1.4 “Data Protection Laws” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area (“EEA”) and their member states, Switzerland and the United Kingdom, and any amending or replacement legislation from time to time, applicable to the Processing of Customer Data under the Agreement.

1.5 “GDPR” means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

1.6 “Permitted Purpose” means the use of the Customer Data to the extent necessary for provision of the Services by Lever to the Customer.

1.7 “Security Incident” means any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of Customer Data.

1.8 “Services” means the Lever services, including the services branded as Lever Hire Enterprise, Lever Hire Starter, Lever Hire Professional, Lever Nurture, Lever Talent Intelligence, and any other related services that are ordered by the Customer from Lever.

1.9 “Standard Contractual Clauses” means the agreement, attached at Annex 2, pursuant to the European Commission decision (C(2010)593) of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

Lever Pre-signed DPA Rev. July, 2020
1.10 “Sub-processor” means any entity engaged by Lever to Process Customer Data in connection with the Services.

1.11 “Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

1.12 Terms such as “Data Subject,” “Processing,” “Controller,” and “Processor” shall have the meaning ascribed to them in the GDPR.

1.13 “Third-Party Services” means connections and/or links to third party websites and/or services not included in the core Services offerings identified in the Agreement, including, without limitation, via application programming interfaces.

2. Data Processing.

2.1 Data Processing Activities.

2.1.1 Subject Matter. Lever’s provision of the Services to the Customer.

2.1.2 Nature and Purpose. Lever will process Customer Data for the purposes of providing the Services (including administration, operations, technical and customer support), to Customer in accordance with the Terms.

2.2 Roles of the Parties. The Parties acknowledge and agree that Lever will Process the Customer Data in the capacity of a Processor and that Customer will be the Controller of the Customer Data. Customer understands that to the extent Third-Party Services are accessed, Customer serves as the Controller and the Third-Party Services are Processors, and the Third-Party Services are not Sub-processors of Lever.

2.3 Customer Instructions. The Parties agree this DPA and the Agreement constitute Customer’s documented instructions regarding Lever’s processing of Customer Data. Lever will process Customer Data only in accordance with these documented instructions.

2.4 Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR. Lever is not responsible for determining the requirements of laws applicable to Customer’s business or that Lever’s provision of the Services meet the requirements of such laws.

3. Customer Obligations.

3.1 Instructions. Customer shall provide instructions to Lever pursuant to this DPA to comply with the Data Protection Laws.

3.2 Data Subject and Supervisory Authority Requests. The Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under the Data Protection Laws, and all communications from Supervisory Authorities that relate to Customer Data, in accordance with Data Protection Laws. To the extent such requests or communications require Lever’s assistance, the Customer shall notify Lever of the Data Subject or Supervisory Authority request.

3.3 Notice, Consent and Other Authorizations. Customer is responsible for providing the necessary notice to the Data Subjects under the Data Protection Laws. Customer is responsible for obtaining, and demonstrating evidence that it has obtained, all necessary consents, authorizations and required permissions under the Data Protection Laws in a valid manner for Lever to perform the Services.

4. Lever’s Obligations.

4.1 Scope of Processing. Lever will Process Customer Data on documented instructions from the Customer, and in such manner as is necessary for the provision of Services except as required to comply with a legal obligation to which Lever is subject. If Lever believes any documented instruction or additional processing instruction from Customer violates the GDPR or other Data Protection Laws, Lever will inform Customer without undue delay and may suspend the performance of the Services until Customer has modified or confirmed the lawfulness of the additional processing instruction in writing. Customer acknowledges and agrees that Lever is not responsible for performing legal research or for providing legal advice to Customer.

4.2 Data Subject Requests. If Lever receives a request from any Data Subject made under Data Protection relating to Customer Data, Lever will provide a copy of that request to the Customer within two (2) business days of receipt. Lever provides Customer with tools to enable Customer to respond to a Data Subjects’ requests to exercise their rights under the Data Protection Laws. See https://help.lever.co/hc/en-us/articles/360003802252-How-can-I-coll ect-respond-to-data-requests-in-Lever-. To the extent Customer is unable to respond to Data Subject’s request using these tools, Lever will provide reasonable assistance to the Customer in responding to the request.
4.3 **Supervisory Authority Requests.** Lever will assist Customer in addressing any communications and abiding by any advice or orders from the Supervisory Authority relating to the Customer Data.

4.4 **Retention.** Lever will retain Customer Data only for as long as the Customer deems it necessary for the Permitted Purpose, or as required by applicable laws. At the termination of this DPA, or upon Customer’s written request, Lever will either destroy or return the Customer Data to the Customer, unless legal obligations require storage of the Customer Data.

4.5 **Disclosure to Third Parties and Confidentiality.** Lever will not disclose the Customer Data to third parties except as permitted by this DPA or the Agreement, unless Lever is required to disclose the Customer Data by applicable laws, in which case Lever shall (to the extent permitted by law) notify the Customer in writing and liaise with the Customer before complying with such disclosure request. Lever treats all Customer Data as strictly confidential and requires all employees, agents, and Sub-processors engaged in Processing the Customer Data to commit themselves to confidentiality, and not Process the Customer Data for any other purposes, except on instructions from Customer.

4.6 **Assistance.** Taking into account the nature of the Processing and the information available, Lever will provide assistance to Customer in complying with its obligations under GDPR Articles 32-36 (inclusive) (which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation). Upon request, Lever will provide Customer a list of processing operations.

4.7 **Security.** Lever will keep Customer Data confidential and implement and maintain administrative, physical, technical and organizational safeguards for the security (including protection against accidental or unlawful loss, destruction, alteration, damage, unauthorized disclosure of, or access to, Customer Data transmitted, stored or otherwise Processed), confidentiality and integrity of Customer Data as detailed Appendix 2 to Annex 1.

5. **Sub-Processors.**

5.1 **SCC’s.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees Lever may engage new Sub-processors as described in Section 5 of this DPA.

5.2 **General Consent.** Customer agrees that Lever may engage third-party Sub-processors in connection with the provision of Services, subject to compliance with the requirements below. As a condition to permitting a Sub-processor to Process Customer Data, Lever will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Customer Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Lever will provide copies of any Sub-processor agreements to Customer pursuant only upon reasonable request by Customer.

5.3 **Current Sub-processor List.** Customer acknowledges and agrees that Lever may engage its current Sub-processors listed at www.lever.co/subprocessors.

5.4 **Written Notice Via Mailing List.** Lever will provide Customer with notice (“New Sub-processor Notice”) of the addition of any new Sub-processor to the Sub-processor List at any time during the term of the Agreement. Lever will provide Customer with additional information about any Sub-processor on the Sub-processor List that Customer may reasonably request upon receipt of a New Sub-processor Notice.

5.5 **Customer Objection.** If Customer has a reasonable basis to object to Lever’s use of a new Sub-processor, Customer will notify Lever promptly in writing within 15 days after receipt of a New Sub-processor Notice. Lever will use reasonable efforts to make available to Customer a change in the affected Services or recommend a commercially reasonable change to Customer's configuration or use of the affected Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Lever is unable to make available such change within a reasonable period of time, which will not exceed 30 days, Customer may terminate the portion of any Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing written notice to Lever.

5.6 **Responsibility.** Lever will remain responsible for its compliance with the obligations of this DPA and for any acts and omissions of its Sub-processors that cause Lever to breach any of Lever's obligations under this DPA.

6. **Security Incident Notification.** Lever shall, to the extent permitted by law, notify Customer without undue delay, but no later than 48 hours after becoming aware of any Security Incident.
Lever’s notification of a Security Incident to the Customer to the extent known should include: (a) the nature of the incident; (b) the date and time upon which the incident took place and was discovered; (c) the number of data subjects affected by the incident; (d) the categories of Customer Data involved; (e) the measures – such as encryption, or other technical or organizational measures – that were taken to address the incident, including measures to mitigate the possible adverse effects; (f) whether such proposed measures would result in a disproportionate effort given the nature of the incident; (g) the name and contact details of the data protection officer or other contact; and (h) a description of the likely consequences of the incident. The Customer alone may notify any public authority.

7. **Transfers Outside of the EEA.** The Parties agree the Standard Contractual Clauses, as identified in Annex 2, will apply to Customer Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing as adequate level of protection for personal data (as described by the GDPR).

8. **Third Party Certifications and Audits.**

8.1 **Certification/SOC Report.** In addition to the information contained in this DPA, upon Customer’s request, and subject to the confidentiality obligations set forth in the Agreement place, Lever will make available the following documents and information regarding the System and Organization Controls (SOC) 2 Report (or the reports or other documentation describing the controls implemented by Lever that replace or are substantially equivalent to the SOC 2), so that Customer can reasonably verify Lever’s compliance with its obligations under this DPA.

8.2 **Audits.** To the extent the reports provided in Section 7.1 do not verify Lever’s compliance with its obligations under this DPA, and subject to the audit requirements described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses, Customer may audit Lever’s compliance with this DPA up to once per year, unless requested by a Supervisory Authority or in the event of a Security Incident. Such audit will be conducted by an independent third party (“Auditor”) reasonably acceptable to Lever. Lever will work cooperatively with Customer and Auditor to agree on a final audit plan in advance of the audit. The results of the inspection and all information reviewed during such inspection will be deemed Lever’s confidential information and shall be protected by Auditor in accordance with the confidentiality provisions to be made between Lever and Auditor. Notwithstanding any other terms, the Auditor may only disclose to the Customer specific violations of the Addendum, if any, and the basis for such findings, and shall not disclose to Customer any of the records or information reviewed during the inspection.

9. **Miscellaneous.**

9.1 **Obligations Post-termination.** Termination or expiration of this DPA shall not discharge the Parties from their obligations meant to survive the termination or expiration of this DPA.

9.2 **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invaliding the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.
Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Lever, Inc. ("Lever")

By: _______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

Customer ("Customer")

By: _______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

David Hollady

Data Protection Officer

7/27/2020
Annex 1:

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: [INSERT CUSTOMER NAME]
Address: [INSERT CUSTOMER NAME]
Tel. [INSERT CUSTOMER NAME]; fax [INSERT CUSTOMER NAME]; e-mail: [INSERT CUSTOMER NAME]

Other information needed to identify the organisation (the data exporter)

And

Name of the data importing organisation: Lever, Inc.
Address: 1125 Mission Street, San Francisco, CA 94103
Tel. 415-458-2731; fax N/A; e-mail: privacy@lever.co

Other information needed to identify the organisation: (the data importer)
each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:
(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
(b) ‘the data exporter’ means the controller who transfers the personal data;
(c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
(e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
(f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause
1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract

Lever Pre-signed DPA Rev. July, 2020
for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

**Clause 9**

**Governing law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

**Clause 10**

**Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

**Clause 11**

**Sub-processing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (3). Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor’s obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter’s data protection supervisory authority.

**Clause 12**

**Obligation after the termination of personal data-processing services**

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer
warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full): [CUSTOMER NAME]

Position: [CUSTOMER NAME]

Address: [CUSTOMER NAME]

Signature: [CUSTOMER NAME]

**On behalf of the data importer:**

Name (written out in full): David Hollady

Position: Data Protection Officer

Address: 1125 Mission Street
San Francisco, CA 94103

Signature: [David Hollady]
APPENDIX 1

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):
The legal entity that has executed the Standard Contractual Clauses as a data exporter and has purchased Services on the basis of one or more Agreements with Lever.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):
Lever which is a provider of applicant tracking and candidate relationship management services to its customers.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects include:

- Natural persons who submit personal data to the data importer via use of the Services (including via online job applications and email communication hosted by the data importer on behalf of the data exporter) (“Applicants”).
- Natural persons who are employees, representatives, or other business contacts of the exporter.
- The data exporter’s users who are authorized by the data exporter to access and use the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data relating to individuals provided to Lever via the Services, by or at the direction of Customer. The Customer may submit Customer Data to the Services, and may request for Applicants to submit Customer Data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, without limitation:

- Customer Data of all types that may be submitted by Applicants to the Customer via user of the Services (such as via job applications). For example: name, geographic location, age, contact details, IP address, profession, gender, employment history, employment references, salary and other preferences and other personal details that the data exporter solicits or desires to collect from its Applicants.
- Customer Data of all types that Lever may include in forms hosted on the Services for the Customer (such as may be included in a job application or interview feedback forms), or may be requested by Customer via customizable fields.
- Contact and billing details of the Customer’s employees, authorized end users, and other business contacts. For example: name, title, employer, contact information (company, email, phone, address, etc.), payment information, and other account-related data.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Applicants may submit special categories of Personal Data to the data exporter via the Services, the extent of which is determined and controlled by the data exporter. For clarity, these special categories of Personal Data may include information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Processing Operations

The personal data transferred will be subject to the following basic processing activities (please specify): For the purposes of delivering the Services (including administration, operations, technical and customer support), the data set out above will be routinely accessed from the data importer’s systems, which are based outside of the European Economic Area.
DATA IMPORTER
Name: David Hollady
Authorised Signature: [Signature]

DATA Exporter:
Name: [Name]
Authorised Signature: [Signature]
Appendix 2

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.
Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Lever implements the security measures with respect to the Customer Data identified at www.lever.co/security-exhibit

DATA IMPORTER

Name: David Hollady

Authorised Signature: 

DATA Exporter:

Name: 

Authorised Signature: