Service Contract

Integrating job seekers into labour markets is important to create a more inclusive society. The complexity of this challenge requires innovative solutions.

Skilllab BV registered at Herengracht 221, 1016 BG Amsterdam, the Netherlands, Dutch Chamber of Commerce 70768668 ("Skilllab") has developed a skill assessment software to allow employment agencies and other organisations to better understand how the skillsets of job seekers match to employment and training opportunities.

The South Moravian Region (Regional authority) with registered offices at Žerotínovo nám. 3, 601 82 Brno, The Czech Republic, represented by Ing. Ivo Minařík, MPA, Head of the Regional Development Department of the Regional Office of the South Moravian Region ("Client") now wants to use these Services to provide more personalised career orientation to job seekers and to better integrate them into the labour market.

Skilllab and the Client enter this Service Contract ("Contract"). Starting on 15.09.2020 ("Start Date") for a period of 3 months until 15.12.2020 ("End Date"), the Client shall be able to access and use the following Services as described in the Proposal:

- 30 subscriptions for the Skill Assessment Mobile App
- Unlimited subscriptions for the Project Portal
- Server hosting and maintenance
- 24/7 access to training materials
- Online kick-off training
- Ongoing customer and user support during pilot
- Short-report on overall Mobile App usage data

The following documents form an integral part of this Contract:

(a) Attachment 1: Proposal
(b) Attachment 2: Master Services Agreement
(c) Attachment 3: Data Processing Agreement

In the event of inconsistencies between these documents, a higher ranked document prevails over a lower ranked document.

Upon signing this Contract, Skilllab will charge the Client the agreed upon fee of **6,000 € (excluding VAT)**. The invoice for this project should be sent to Alena Krejčí (Contact person for the project) at krejci.alena@jmk.cz stating reference Smart Akcelerátor v Jihomoravském kraji II, project number CZ.02.2.69/0.0/0.0/18_055/0014359 and VAT number CZ70888337.

The following deviations from and additions to the Master Services Agreement in attachment 2 shall apply:

- The following text replaces paragraph *4.5 Complaint procedure*: "If the Client believes that Skilllab has billed the Client incorrectly, then the Client must contact Skilllab no later than

30 calendar days after the due date on the invoice in which the error or problem appeared, in order to receive an adjustment. Please direct inquiries to admin@skilllab.io."

- *7.2 Force Majeure* shall also include epidemiological situations and related government regulations.

Signatures

Ulrich Scharf (Sep 2, 2020 10:40 GMT+2)

Sep 2, 2020

Ulrich Scharf

Managing Director Skilllab BV

Ivo Minařík (Sep 2, 2020 10:37 GMT+2)

Sep 2, 2020

Ing. Ivo Minařík, MPA

Head of the Regional Development Department of the Regional Office of the South Moravian Region

Empowering jobseekers to find the right jobs faster

Integrating job seekers into labour markets is important to create a more inclusive society. However, case managers, career coaches and job hunters often struggle to provide effective career counselling to job seekers:

- Diverse work experiences create unclarity about a job seeker's skills
- Labour market complexity makes it difficult to translate a person's skills to jobs
- Incomplete or poorly designed resumes reduce chances for job interviews

Skilllab's Mobile App is a personal career assistant that makes professional career pathways into local jobs, education and volunteering visible:

Job seekers can use the Mobile App in available languages and automatically translate outputs amongst those

Independently performed skill assessment, using a database of 13,485 skills

Skill-based matching to 2,942 occupations in the European labour market

Impact on job seekers

- Easily capture and present skills and knowledge gained during their lives
- Better understand their personal skillsets and how they relate to career and learning opportunities
- Automatically generate detailed and well-designed CVs

Benefits for case managers, career coaches and job hunters

- Quickly understand a job seekers complete skillset
- Better insights for more effective and personalised career counseling
- Increased chances of placing job seekers into the right jobs faster

"Before using the app, I struggled to express the skills I have developed in past jobs."
Ibrahim - Syria

"It was easier to express my skills with the app, than a traditional interview"
Bilal - Palestine

"The mobile app made me describe skills I wouldn't have thought about on my own."
Moses - Gambia

Proposal

Version: 22.05.2020

In line with Skilllab's *Master Services Agreement* and *Data Processing Agreement*, the South Moravian Region will be able to remotely access and use our Platform and benefit from Professional Services.

30 subscriptions for the Skill Assessment Mobile App

The Mobile App allows job seekers to better understand their skill set and how it links to relevant occupations, jobs or education opportunities. A subscription for the Mobile App allows the South Moravian Region to invite a job seeker to access the application, create a user account and use the app's core functionality.
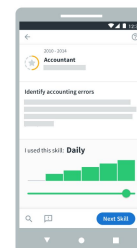
Using the Mobile App, job seekers can:

- File all their previous jobs, education or other experiences;
- Assess the skills they gained in different experiences;
- View a list of occupations in the labour market that fit their skillset;
- Explore each occupation match in detail;
- Download of skill profile or export via email.

The Mobile App is available in Czech, Spanish, French, Finish, English, Greek and Arabic.

Unlimited subscriptions for the Project Portal

The Project Portal allows case managers, job hunters or job coaches (collectively hereinafter: personnel) to create accounts for job seekers, invite them to use the Mobile App and view their skill profiles. Personnel can use the information contained in the project portal to improve their career counselling, job-matching support, training and professional education offerings or any other support they give to job seekers.

The Project Portal will be available in Czech, Spanish, French, Finish, English, and Greek.

A subscription for the Project Portal allows the South Moravian Region to invite one personnel to use the portal's core functionality. Initially, we will set-up Project Portal licenses for up to 10 counsellors. Subsequent licenses for the Project Portal can be added as necessary free of charge.

Software hosting & maintenance

The Skilllab manages the software hosting and maintenance of the Mobile App and Project Portal via Google Cloud Services.

24/7 access to training materials

- Job seekers and personnel can access help pages in the Mobile App and project.
- Job seekers and personnel can access a knowledge base comprising a series of how-to articles on how to use the Mobile App and project portal.

Professional Services

- Online workshop to on-board counsellors on how to use the Mobile App and Project Portal. The training will be delivered in English online.

Reporting

- Short-report on overall Mobile App usage data and learnings from the pilot.

Fee

Subscriptions ● 30 subscriptions for the Mobile App ● Unlimited subscriptions for the Project Portal ● Server hosting and maintenance ● 24/7 access to training materials	
Professional services ● Online kick-off training ● Ongoing customer and user support during pilot	
Reporting ● Short-report on overall Mobile App usage data and learnings from the pilot	
Total	**€ 6,000***

*Prices excluding Value Added Tax, since reverse charge applies.

About Skilllab

Skilllab is a purpose-driven organisation that aims for a world in which everyone is empowered to follow their dreams and contribute socially and economically to their society. This means enabling equal and accessible opportunities for everyone, regardless of their network or background.

We achieve this by uncovering pathways to social and economic participation through a comprehensive AI-driven assessment of a person's skills, leading them to an ecosystem of opportunities to achieve their unique career goals.

Skilllab is one of the 20 winners of the Google AI for Social Good Impact Challenge, having been selected out of 2,602 applications from 119 countries.

Selected clients and partners

Master Services Agreement

Date: 26.02.2020

1. Background

1.1 *Purpose* – This Master Services Agreement defines the terms and conditions for any service contracts ("Contracts") pursuant to which Skilllab BV, registered at Nicolaas Maesstraat 69-3, 1071 PR Amsterdam, the Netherlands, with Dutch Chamber of Commerce 70768668, (hereinafter referred to as "Skilllab") delivers to the Client, as specified in the Proposal:

(a) access to its cloud-hosted Platform, as well as

(b) any additional Professional Services to assist with the usage of the Platform.

1.2 *Attachment* – This Master Services Agreement is an integral part to the Contract.

2. Definitions

(c) *"Contract"* refers to the service contract, including all attachments, concluded between Skilllab and the Client, on whose basis Skilllab acts as service provider and data processor to the Client;

(d) "*Confidential Information*" of Skilllab includes non-public information regarding features, functionality and performance of the Services. Confidential Information of the Client includes non-public data provided by the Client to Skilllab to enable the provision of the Services. Additionally, Confidential Information of either Party includes any document clearly marked as confidential, or any information orally designated as confidential at the time of disclosure;

(e) "*End Date*" is the date that the Parties agreed the Contract ends;

(f) *"End Users"* includes any job seeker or other person who was invited by Authorised Personnel to access and use the Mobile App under the Contract;

(g) "*Feedback*" describes any suggestion, or idea for improving or otherwise modifying any of Skilllab's Services;

(h) *"Mobile App"* allows Invited Users to better understand their skillsets and how their skillsets relate to occupations in the European labour market;

(i) *"Parties"* refers to Skilllab and the Client. Individually, each organisation is described as *"Party"*;

(j) *"Authorised Personnel"* means any social workers, career coaches, consultants, policy makers, team leaders, advisors or any other person authorised by the Client to access and use the Project Portal;

(k) *"Proposal(s)"* refers to any offer(s) that Skilllab made to the Client in relation to the purchase of Services, as well as any Additional Work. Proposal(s) include a detailed overview of the Services to be delivered to the Client as well as the related costs;

(l) *"Project Portal"* allows Personnel to invite End Users to access the Mobile App. Additionally Personnel can view, search and export skill assessment results.

(m) *"Professional Services"* shall mean the training, workshops, customer support or any other services (including any infographics, slide decks, guides or any other documentation used during those) that Skilllab provides to help Authorised Personnel and Invited Users to optimally use the Software;

(n) *"Platform"* shall mean the Mobile App and Project Portal, as well as any associated proprietary software, data and technology (including any documentation on how to use those) that is owned by Skilllab and that Skilllab provides remote access to the Client;

(o) *"Services"* means collectively any Platform, and Professional Services that Skilllab owns and provides to the Client in any form as part of the Contract;

(p) *"Start Date"* is the date that the Contract enters into force;

(q) "*Term*" means the period between the Start Date and the End Date during which the Client has the right to access and use the Services.

3. Access and usage

3.1 *Scope* – Under the conditions set out in the Contract, the Client may access and use the Services during the Term, solely for internal business purposes and as specified in the Proposal. The right of access and use of the Services applies to Authorised Personnel of the Client, as well as End Users who are invited by the Client.

3.2 *IP* – The intellectual property rights regarding the Services rest with Skilllab. Nothing in the Contract serves to transfer any intellectual property right. Neither the source code nor any other right of use with regard to the source code of the Platform is granted on the basis of the Contract. The Services are not sold, but accessed remotely and put in use by the Client.

3.3 *Acceptable usage* – Notwithstanding the purpose of the Contract, the Client - as well as any Authorised Personnel and End Users- shall not, and shall not permit others to:

(a) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform, or any documentation, software or data related to the Platform;
(b) Conduct any penetration or load testing of the Platform, without the prior written consent of Skilllab;
(c) Access the Platform if they have not been authorised to do so;
(d) Use the Platform for any act that is illegal, fraudulent, unlawful or harmful to others;
(e) Use the Platform for anything other than the purpose the Contract;
(f) Engage in web scraping or data scraping on or related to the Platform, including without limitation collection of information through any software that simulates human activity or any bot or web crawler;
(g) Reproduce in total or in part the Platform or Professional Services owned by Skilllab and provided to the Client;
(h) Assign, share, sell, rent, lease, sublicense, borrow, distribute, republish, produce derivative works or otherwise transfer the Platform or Professional Services, or the Client's limited right to use the Platform or Professional Services, unless authorised by Skilllab in writing;
(i) Remove, alter, or obscure any proprietary notices or labels on the Platform or Professional Services;

4. Fee and payment

4.1 *Amount* – Skilllab will charge the Client the agreed upon fee, as defined in the Contract. All fees are non-refundable once paid.

4.2 *Additional work* – If the Client wishes Skilllab to deliver any additional work during the Term, then Skilllab will provide the Client with a Proposal for additional work. Additional work will only be delivered or provided upon acceptance of the Proposal by Client via Email.

4.3 *Invoice* – Following the Start Date, Skilllab will send an invoice to the Client for all fees that occur during the Term. The payment term for the invoice is 30 calendar days, following the issue of the invoice.

4.4 *Failure of payment* – The Client acknowledges that late payments or failure of payment causes substantial damages to Skilllab which are difficult and impractical to ascertain. If the Client fails to pay amounts due within 45 calendar days after the issuing of the invoice, then Skilllab may charge the Client 10% interest per annum on the overdue amount. Skilllab may suspend the Client's access to the Services without written notice if payment is 60 days overdue. If the Client fails to pay the amount due after a demand for payment or a notice of default has been issued, then Skilllab shall be entitled to refer the debt for collection, in which case the Client must pay all judicial and extrajudicial costs.

4.5 *Complaint procedure* – If the Client believes that Skilllab has billed the Client incorrectly, then the Client must contact Skilllab no later than 60 calendar days after the due date on the first invoice in which the error or problem appeared, in order to receive an adjustment. Please direct inquiries to admin@skilllab.io.

5. Duration and termination

5.1 *Duration* – The Client has the right to use the Services between the Start Date and the End Date of the Contract; unless

(a) Both Parties mutually agree to terminate the Contract,
(b) One Party applies for bankruptcy, is declared bankrupt, is liquidated.

5.2 *Termination* – Either Party may terminate the Contract at any time and upon 30 calendar days prior written notice to the other Party, if such other Party breaches any material condition in the Contract, and fails to cure such breach within a 30 day cure period.

5.3 *Effects* – Unless specifically agreed otherwise in writing, a termination of the Contract shall have the following implications:

(a) Within 30 calendar days after the End Date, Authorised Personnel shall lose the right to invite any additional End Users to the Mobile

App. Any Mobile App subscriptions that have not been activated until the End Date will become null and void.

(b) Within 30 calendar days after the End Date, Authorised Personnel shall lose the right to access and use the Project Portal, and their accounts will be deactivated.

(c) If End Users invited by Authorised Personnel during the Term want to continue using the Mobile App after the End Date, then Skilllab will give them the possibility to do so. End Users can deactivate their accounts at any time during and after the Term.

(d) Even after the End Date, Job Seekers and Personnel may continue to use any documentation that they have exported through the Platform to their Email or saved on their hard-drive or device.

5.4 *Survival* – The following provisions will survive the termination of the Contract:

(a) any obligation of the Client to pay outstanding fees;
(b) Article 3.2 (IP), Article 6. (Warranty), Article 7. (Liability), Article 8. (Confidentiality);
(c) any other provision of this Master Services Agreement that must survive to fulfill the purpose of the Contract.

6. Warranty

6.1 *Promise* – Skilllab shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions. Skilllab will perform the Services in a workmanlike, timely and professional manner, abiding to applicable laws and regulations, and without infringing the intellectual property rights of third parties.

6.2 *Disclaimer* – The Platform may be temporarily unavailable for scheduled maintenance, upgrades or for unscheduled emergency maintenance, either by Skilllab or by third-party providers, or because of other causes beyond Skilllab's reasonable control. If this is the case, then Skilllab shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Skilllab does not warrant that the Platform will be uninterrupted, error free and entirely free from security vulnerabilities; nor does it make any warranty as to the results that may be obtained from use of the Services. Whereas Skilllab promises that the core functionality of the Software will stay the same, Skilllab maintains the right to update, add or remove features, functionality or design items during the Term.

7. Liability

7.1 *Limitation* – Skilllab's total liability and the Client's sole and exclusive remedy for any claim of any type whatsoever, arising out of the Services shall be limited to proven direct damages caused by Skilllab's gross negligence. Skilllab is never liable for indirect and / or consequential damage, such as but not limited to lost profit, missed savings, damage due to business interruption, damage and / or fines owed to third parties and loss or corruption of data. In any case, Skilllab's liability can never exceed the maximum of the fees under the Contract.

7.2 *Force Majeure* – Neither Party shall be liable for any delay or failure to perform its obligations under the Contract (other than obligations to pay money) resulting from any cause beyond such Party's reasonable control, including but not limited to natural disasters, embargoes, riots or civil unrest, the infrastructure of the internet, acts of government, and acts of war or terrorism.

8. Confidentiality

8.1. *Treatment* – Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business.

The Receiving Party agrees:

(a) To take reasonable precautions to protect such Confidential Information;
(b) Only to use Confidential Information for the purpose of the Contract, or as otherwise permitted in writing;
(c) Not to disclose any Confidential Information to any third party. For the Client, third parties include all persons working at or who are otherwise associated with the Client, and who do not necessarily have to use the Services.

8.2. *Exception* – The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document:

(a) Was in the public domain at or subsequent to the time it was communicated to the other Party;

(b) Was rightfully in a Party's possession free of any obligation of confidence at or subsequent to the time it was communicated to the Party;

(c) Is independently developed by or for the Party as evidenced by the Party's own files and records;

(d) Was rightfully disclosed to it without restriction by a third party;

(e) Includes any Feedback that the Client provided about Skilllab's Services during the Term. The Client shall grant Skilllab the right to use and incorporate any Feedback into the Services;

(f) That both Parties agree in writing to release from this obligation of confidentiality;

(g) Is being disclosed by the Party in response to a valid order by a court or other governmental body, or otherwise as required by law.

Furthermore, each Party may provide a copy of the Contract to potential or actual investors, acquirers, or lenders who have a need to know for due diligence purposes in connection with a capital raising transaction, acquisition, equity sale equity, loan provision or other similar transaction; provided that such actors have a legal obligation to protect the confidentiality of such information.

9. Data privacy and IT security

9.1 *Data processing* – Skilllab shall process personal data in compliance with applicable data protection laws. The Client authorises Skilllab to act as processor of the personnel data of Job Seekers and Personnel for the purpose of the Contract. The general way of how Skilllab processes data for the Client is specified in the Data Processing Agreement which forms an integral part of and attachment to the Contract.

9.2 *Privacy* – The way in which Skilllab collects, stores and processes the personal data of Job Seekers is specified in the Privacy Policy of the Mobile App. Skilllab processes personal data of Personnel who create accounts in the Project Portal according to the Privacy Policy of the Project Portal. Please contact support@skilllab.io if you have any questions about how Skilllab processes (personal) data that is entered into the Software.

9.3 *Terms and Conditions* – The rights and obligations that Job Seekers have when using the Mobile App are specified in the terms and conditions of the Mobile App. Respectively, the rights and obligations that Personnel have when using the Project Portal are specified in the terms and conditions of the Project Portal.

9.4 *Client responsibility* – The Client shall be responsible for obtaining and maintaining any equipment and ancillary services that its Personnel use to connect to, access or otherwise use the Software, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). The Client shall also be responsible for maintaining the security of this Equipment, as well as the security of Personnel accounts and passwords.

10. Other provisions

10.1 *Governing law and jurisdiction* – The Contract is governed by and construed in accordance with the laws of the Netherlands. The competent court in Amsterdam, the Netherlands, shall have jurisdiction to settle any dispute in connection with the Contract.

10.2 *Additions* – Departures from and additions to the Contract shall only be valid if they are agreed between the Parties in writing.

10.3 *Invalid provisions* – If any provision (or parts of a provisions) of the Contract and / or this Master Services Agreement, is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then the other provisions shall remain in force. Any failure to enforce performance of any provision of the Contract by any Party will not constitute a waiver of its right to subsequently enforce such provision or any other provision.

10.4 *Promotions* – The Parties may identify each other on their client or partner lists, websites, promotional materials, contest entries or other marketing purposes. Skilllab may generally describe the Services provided to the Client.

10.5 *Subcontractors* – Skilllab may sign contracts with subcontractors to perform certain parts of the Services under the Contract.

10.6 *Notice* – Parties may send notices pursuant to the Contract to each other's:

(a) Email contact points, as designated in the Contract. Emails will be deemed received one working day after they have been sent;

(b) Business mail address, as designated in the Contract. Mail will be deemed received three working days after they were sent;

Each Party shall update the other Party in case that its Email contact point or business mail address changes.

10.7 *Contact* – Please contact admin@skilllab.io for any questions about this Master Services Agreement.

Data Processing Agreement

Version: 10.03.2020

Part 1: Introduction

1. Definitions

The capitalised terms shall have the same meaning as defined in the Master Services Agreement (Article 1: Definitions) which forms an attachment to and integral part of the Contract.

2. Purpose

Skilllab, developed this Data Processing Agreement following a template and training from [NLDigital](#) - the umbrella organisation of ICT companies in the Netherlands. With this Data Processing Agreement, Skilllab fulfills its information requirements towards the Client under the [GDPR Article 28](#).

The *Part 1: Introduction* together with the *Part 2: Standard Clauses For Processing* constitute the Data Processing Agreement. This Data Processing Agreement forms an integral part of and attachment to any Contract between Skilllab and the Client. Therefore, any and all rights and requirements arising from the Contract, including the Master Services Agreement and / or limitations of liability which may apply, will also apply to this Data Processing Agreement.

In the first part, Skilllab provides the Client with any information on the intended use of the Platform, any security measures which have been implemented, sub-processors, data breach procedures, and dealing with the rights of Data Subjects.

3. General information

3.1. *Author* – This Data Processing Agreement was drawn up by:

Skilllab BV
Nicolaas Maesstraat 69-3
1071 PR Amsterdam, the Netherlands
Dutch chamber of commerce registration number 70768668
Please direct any queries about this Data Processing Agreement or data protection in general to Felix Spira via f.spira@skilllab.io, +31 61 808 9598.

1.2 *Effective date* – This Data Processing Agreement entered into force on 01.01.2020. Skilllab regularly revises the security measures outlined in this Data Processing Agreement to ensure that Skilllab is always fully prepared and up to date with regard to data protection. If Skilllab makes any material changes to this document, then Skilllab will notify the Client about any updates and revisions via email.

1.3 *Scope* – This Data Processing Agreement applies to Skilllab's cloud-based skill assessment software ("Platform"), comprised of the Mobile App and the Project Portal.

(a) *Mobile Application:* The Mobile App allows job seekers to better understand their skillset and how it links to relevant occupations, jobs or education opportunities. Using the Mobile App, job seekers can file all their previous jobs, education and other experiences, conduct a skill assessment for each experience and view which occupations in the labour market fit their skillset. Job seekers can generate a detailed Skill Profile using the Mobile App. The Skill Profile includes, but is not limited to, a skill-based CV listing all the experiences a user filed, an overview of all occupations that match a user's skillset, and a detailed overview of a users skills and learning opportunities per occupation match. Job seekers can export their Skill Profiles via email or download it.

(b) *Project Portal*: The Project Portal allows case managers, job hunters or job coaches (collectively hereinafter: Authorised Personnel) to create accounts for job seekers, invite them to use the Mobile App and view their skill profiles. Authorised Personnel can use the information contained in the project portal to improve their career counselling, job-matching support, training and professional education offerings or any other support they give to job seekers.

2. Data processing

2.1 *Mobile App* – The Mobile App was designed to process the following types of Personal Data of End Users:

(a) Identification information, including first name and last name, gender, nationality, birthdate;
(b) Arrival date in Europe;

(c) Contact details, including telephone, address, and email;
(d) Employment history, including positions, as well as the names and addresses of employers, and the duration of employment;
(e) Education history, including subjects of study and details about any educational institutions;
(f) Other experiences, such as hobbies and free-time activities, during which you acquired skills;
(g) Language proficiency;
(h) End User access information, including the device, browser, time of access, IP address and the country of login;
(i) The type of intensity of skills that an End User gained during his or her work, study or other experiences.

2.2 *Project Portal* – The Project Portal was designed to process the following Personal Data of Authorised Personnel

(a) Identification information, including first name and last name
(b) Email address

2.3 *Limitation* – The Platform is not intended to process special categories of Personal Data, such as health data, criminal records or political orientations. It is up to the Client to determine whether or not it will use the aforementioned Platform to process such data.

2.4 *Location* – The Platform mainly processes Personal Data within the EU/EEA.

If Personal Data are to be processed outside the EU/EEA, then Skilllab has ensured in the following way that the Personal Data will be protected to an appropriate standard:

a) The country is subject to an adequacy decision by the European Commission;
b) The organisation complies with the EU-US Privacy Shield Principles;
c) The Data Processor has concluded standard clauses with the party in the third country

2.5 *Sub-processors* – Skilllab uses the following sub-processors to operate the Platform, as illustrated in Table 1.

Table 1 - List of sub-processors

Entity name	Service	Country where processing is performed	Tasks performed	Links
Google Ireland Gordon House Barrow Street Dublin 4 Ireland Company number: 368047	Google Cloud Platform (GCP)	NL (Eemshaven)	Data storage, backup and management of all personal data processed through the Services	Data Processing and Security Terms (customers) ISO 27001 certificate More information about GCP IT security infrastructure and measures
	GSuite	Data is stored on Google servers. See locations	Storage of emails that customers or users send to support@skilllab.io	Data Processing Amendment to GSuite US Privacy Shield Certificate EU Model Contract Clauses for GSuite GSuite Security Whitepaper
	Google Analytics	Data is stored on Google servers. See locations	Online identifiers	Google Ads Data Processing Terms Detailed Privacy & Security information
Zendesk Inc. 1019 Market St San Francisco, CA 94103 Company number: 264411091	Zendesk Support	Ireland	Data processing of all client or customer service requests	Master Subscription Agreement Data Processing Agreement More information about Zendesk security
Sentry 132 Hawthorne St San Francisco CA 94107 USA	Sentry	US	Error and crash statistics	Data Processing Amendment EU-US Privacy Shield

2.6 *Rights* – Data Subjects have strong rights regarding their Personal Data. Skilllab does everything to support Clients to uphold these rights. If Clients receive a data subject request that an End User wants to access, rectify, erase or request a portable version of their data, then please forward this request to support@skilllab.io.

Skilllab has a standard procedure in place to deal with these data subject requests. Among others, Skilllab will identify the nature of the data subject request, assess its validity, contact the Data Subject for further information, and keep them informed about how Skilllab handles their request.

2.7 *Data storage duration* – Skilllab will collect, store and process Personal Data for as long as accounts with Skilllab are active.

(a) If a project with a Client ends, then the personal accounts of End Users of the Mobile App will remain active until the End User deactivates their account. During this time, Skilllab will continue to collect, store and process the Personal Data of users. End Users can delete their account under settings or by sending an email to support@skilllab.io. Skilllab generally deletes deactivated account information within 6 months of account closure.
(b) If a project with a client ends, then Skilllab will - within 30 calendar days - close the Project Portals accounts that Authorised Personnel, i.e. case managers, career coaches or job hunters, used to access End User data. Skilllab will delete all personal information linked to the account of an Authorised Personnel within 6 months.

2.8 *Data return* – Once the Contract with the Client has ended, Skilllab will return all Personal Data that Skilllab processed on behalf of the Client only if the Client requests so and at an additional charge.

2.9 *Exception* – Skilllab retains the right to keep Personal Data even after accounts have been closed. Skilllab will only do so, if reasonably necessary to comply with Skilllab's legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce any terms and conditions, or fulfil End User and Authorised Personnel requests to "unsubscribe" from further messages from Skilllab. Skilllab will retain de-personalised

information for research and data science purposes after accounts have been closed.

3. Security policy

3.1 *Measures* – Skilllab has implemented the following security measures to protect our Platform:

(a) *Encryption:* Google Cloud Platform automatically encrypts Personal Data in transit and at rest.
(b) *Strong passwords and two-factor authentication:* Skilllab's staff who have access to Personal Data use strong passwords as well as two-factor authentication as an additional security layer.
(c) *IT security policies:* Skilllab has put in place a series of GDPR-compliant IT security policies to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services. Among others, those policies describe how to handle data subject requests and personal data breaches.

3.2 *Data breach procedure* – In the unfortunate event of a Personal Data breach, Skilllab will follow its data breach procedure that is compliant with Art. 33 GDPR. Among others, this procedures involves the following steps:

(a) Skilllab's personnel need to be vigilant in identifying security incidents. All personnel should notify Skilllab's management immediately if they are aware of any security incidents or suspicious activity within Skilllab 's offices, IT systems, software or with their personal laptop and computer systems.
(b) If Skilllab identifies that any Personal Data is compromised that is linked to its accounts, Skilllab shall notify its contact person of the Client without undue delay after becoming aware of a personal data breach. Skilllab will supply the Client with any information needed, such as a description of the incident, the type of incident, the data compromised, etc.
(c) If necessary Skilllab will form a crisis team that may involve, among others its staff, IT security specialists, lawyers and insurance representatives.
(d) Skilllab will *not* notify the official, national data protection authority ("Supervisory Authority") or Data Subjects of any personal data breach, since this lies in the Client's, responsibility. Skilllab will support the Client in reporting any personal data breaches to the Supervisory Authority or Data Subjects.

The Supervisory Authority needs to be identified within 72 hours of any data breach that involves personal data.

(e) If the Client identifies a security incident or personal data breach, please immediately contact Felix Spira via f.spira@skilllab.io or +31 61 808 9598. Together with the Client, Skilllab will review the issue. As part of this review, Skilllab will establish whether the security incident classifies as personnel data breach, and what measures need to be taken.

3.3. *Client responsibility* – The Client is responsible for the security of any equipment and services that its Authorized Personnel needs to access and use the Platform, including computers, laptops, modems or other hardware and software. The Client is also responsible for the security of personnel's passwords and the usage of any documentation exported through the Platform.

Part 2: Standard Clauses for Data Processing

Version: January 2018

1. Introduction

1.1 Along with *Part 1: Introduction*, this *Part 2: Standard Clauses for Data Processing* constitute the Data Processing Agreement

2. General provisions

2.1 The present Standard Clauses for Data Processing apply to all Personal Data processing operations carried out by the Data Processor in providing its Services, as well as to all Contracts and Proposals. The applicability of the Client's Data Processing Agreements is expressly rejected.

2.2 The provisions mentioned in *Part 1: Introduction* of this Data Processing Agreement, and particularly the security measures outlined in it, may be adapted from time to time to changing circumstances by the Data Processor. The Data Processor will notify the Client in the event of significant revisions. If the Client cannot reasonably agree to the revisions, the Client will be entitled to terminate the Data Processing Agreement in writing, stating its reasons for doing so, within thirty days of having been served notice of the revisions.

2.3 The Data Processor will process the Personal Data on behalf and on behalf of the Client, in accordance with the written instructions provided by the Client and accepted by the Data Processor.

2.4 The Client or its customer will serve as the controller within the meaning of the GDPR, will have control over the processing of the Personal Data and will determine the purpose and means of processing the Personal Data.

2.5 The Data Processor will serve as the Data Processor within the meaning of the GDPR and will therefore not have control over the purpose and means of processing the Personal Data, and will not make any decisions on the use of the Personal Data and other such matters.

2.6 The Data Processor will give effect to the GDPR as laid down in the present Data Processing Agreement. It is up to the Client to judge, on the basis of this information, whether the Data Processor is providing sufficient guarantees with regard to the implementation of appropriate technical and organisational measures so as to ensure that the processing operations meet the requirements of the GDPR and that Data Subjects' rights are sufficiently protected.

2.7 The Client will guarantee to the Data Processor that it acts in accordance with the GDPR, that it provides a high level of protection for its systems and infrastructure at all time, that the nature, use and/or processing of the Personal Data are not unlawful and that they do not violate any third party's rights.

2.8 Administrative fines imposed on the Client by the Supervisory Authority will not be able to be recouped from the Data Processor, except in the event of wilful misconduct or gross negligence on the part of the Data Processor's management team.

3. Security

3.1 The Data Processor will implement the technical and organisational security measures outlined in the Data Processing Agreement. In implementing the technical and organisational security measures, the Data Processor will take into account the state of the art and the costs of implementation, as well as the nature, scope, context and purposes of the processing operations and the intended

use of its products and services, the risks inherent in processing the data and risks of various degrees of likelihood and severity to the rights and freedoms of Data Subjects that are to be expected considering the nature of the intended use of the Data Processor's products and services.

3.2 Unless explicitly stated otherwise in Part 1 of this Data Processing Agreement, the Services provided by the Data Processor will not be equipped to process special categories of personal data or data relating to criminal convictions and offences.

3.3 The Data Processor seeks to ensure that the security measures it will implement are appropriate for the manner in which the Data Processor intends to use the product or service.

3.4 In the Client's opinion, said security measures provide a level of security that is tailored to the risks inherent in the processing of the Personal Data used or provided by the Client, taking into account the factors referred to in Article 3.1.

3.5 The Data Processor will be entitled to adjust the security measures it has implemented if it feels that such is necessary for a continued provision of an appropriate level of security. The Data Processor will record any significant adjustments it chooses to make, e.g. in Part 1 of this Data Processing Agreement, and will notify the Client of said adjustments where relevant.

3.6 The Client may request the Data Processor to implement further security measures. The Data Processor will not be obliged to honour such requests to adjust its security measures. If the Data Processor makes any adjustments to its security measures at the Client's request, the Data Processor will be allowed to invoice the Client for the costs associated with said adjustments. The Data Processor will not be required to actually implement these security measures until both Parties have agreed in writing and signed off on the security measures requested by the Client.

4. Data breaches

4.1 The Data Processor does not guarantee that its security measures will be effective under all conditions. If the Data Processor

discovers a data breach within the meaning of Article 4.12 of the GDPR, it will notify the Client without undue delay. The "Data Breach Procedure" section 3.2 of Part 1 of this Data Processing Agreement outlines the way in which the Data Processor will notify the Client of data breaches.

4.2 It is up to the Controller (the Client or its customer) to assess whether the data breach of which the Data Processor has notified the Controller must be reported to the relevant Data Protection Authority or to the Data Subject concerned. The Controller (the Client or its customer) will at all times remain responsible for reporting data breaches which must be reported to the relevant Data Protection Authority and/or Data Subjects pursuant to Articles 33 and 34 of the GDPR. The Data Processor is not obliged to report data breaches to the relevant Data Protection Authority and/or to the Data Subject.

4.3 Where necessary, the Data Processor will provide more information on the data breach and will help the Client meet its breach notification requirements within the meaning of Articles 33 and 34 of the GDPR by providing all the necessary information at no additional cost.

5. Confidentiality

5.1 The Data Processor will ensure that the persons processing Personal Data under its responsibility are subject to a duty of confidentiality.

5.2 The Data Processor will be entitled to furnish third parties with Personal Data if and insofar as such is necessary due to a court order, statutory provision or legal order to do so issued by a government agency.

5.3 Any and all access and/or identification codes, certificates, information regarding access and/or password policies provided by the Data Processor to the Client, and any and all information provided by the Data Processor to the Client which gives effect to the technical and organisational security measures included in Part 1 of this Data Processing Agreement are confidential and will be treated as such by the Client and will only be disclosed to authorised employees of the Client. The

Client will ensure that its employees comply with the requirements outlined in this article.

6. Term and termination

6.1 This Data Processing Agreement constitutes part of the Contract, and any new or subsequent agreement arising from it and will enter into force at the time of the conclusion of the Contract and will remain effective until terminated.

6.2 This Data Processing Agreement will end by operation of law when the Contract or any new or subsequent agreement between the parties is terminated.

6.3 If the Data Processing Agreement is terminated, the Data Processor will delete all Personal Data it currently stores in the and which it has obtained from the Client within the timeframe laid down in Part 1 of this Data Processing Agreement, in such a way that the Personal Data will no longer be able to be used and will have been *rendered inaccessible*. Alternatively, if such has been agreed, the Data Processor will return the Personal Data to the Client in a machine-readable format.

6.4 If the Data Processor incurs any costs associated with the provisions of Article 6.3, it will be entitled to invoice the Client for said costs. Further arrangements relating to this subject can be laid down in the Contract.

6.5 The provisions of Article 6.3 do not apply if the Data Processor is prevented from removing or returning the Personal Data in full or in part by a statutory provision. In such cases, the Data Processor will only continue to process the Personal Data insofar as such is necessary by virtue of its statutory obligations. Furthermore, the provisions of Article 6.3 will not apply if the Data Processor is the Controller of the Personal Data within the meaning of the GDPR.

7. The rights of Data Subjects, Data Protection Impact Assessments (DPIA) and auditing rights

7.1 Where possible, the Data Processor will cooperate with reasonable requests made by the Client relating to Data Subjects claiming alleged rights from the Client. If the Data Processor is directly approached by a Data Subject, it will refer the Data Subject to the Client where possible.

7.2 If the Client is required to carry out a Data Protection Impact Assessment or a subsequent consultation within the meaning of Articles 35 and 36 of the GDPR, the Data Processor will cooperate with such, following a reasonable request to do so.

7.3 The Data Processor will be able to demonstrate its compliance with its requirements under the Data Processing Agreement by means of a valid Data Processing Certificate or an equivalent certificate or audit report (third-party memorandum) issued by an independent expert.

7.4 In addition, at the Client's request, the Data Processor will provide all other information that is reasonably required to demonstrate compliance with the arrangements made in this Data Processing Agreement. If, in spite of the foregoing, the Client has grounds to believe that the Personal Data are not processed in accordance with the Data Processing Agreement, the Client will be entitled to have an audit performed (at its own expense) not more than once every year by an independent, fully certified, external expert who has demonstrable experience with the type of data processing operations carried out under the Contract. The audit will be limited to verifying that the Data Processor is complying with the arrangements made regarding the processing of the Personal Data as laid down in the present Data Processing Agreement. The expert will be subject to a duty of confidentiality with regard to his/her findings and will only notify the Client of matters which cause the Data Processor to fail to comply with its obligations under the Data Processing Agreement. The expert will furnish the Data Processor with a copy of his/her report. The Data Processor will be entitled to reject an audit or instruction issued by the expert if it feels that the audit or instruction is inconsistent with the GDPR or any other law, or that it constitutes an unacceptable breach of the security measures it has implemented.

7.5   The Parties will consult each other on the findings of the report at their earliest convenience. The Parties will implement the measures for improvement suggested in the report insofar as they can be reasonably expected to do so. The Data Processor will implement the proposed measures for improvement insofar as it feels these are appropriate, taking into account the processing risks associated with its product or service, the state of the art, the costs of implementation, the market in which it operates, and the intended use of the product or service.

7.6   The Data Processor will be entitled to invoice the Client for any costs it incurs in implementing the measures referred to in this article.

8. Sub-processors

8.1.   The Data Processor has outlined in Part 1 of this Data Processing Agreement whether the Data Processor uses any third parties (sub-processors) to help it process the Personal Data, and if so, which third parties.

8.2.   The Client authorises the Data Processor to hire other sub-processors to meet its obligations under the Contract.

8.3.   The Data Processor will notify the Client if there is a material change with regard to the third parties hired by the Data Processor, e.g. through a revised Part 1 of this Data Processing Agreement. The Client will be entitled to object to the aforementioned change implemented by the Data Processor. The Data Processor will ensure that any third parties it hires will commit to ensuring the same level of Personal Data protection as the security level the Data Processor is bound to provide to the Client pursuant to Part 1 of this Data Processing Agreement.

Skilllab & South Moravian Region: Updated service contract

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