



BINDING CORPORATE RULES

Standards for Transfer and Processing of Personal Data across the Absolute Results Group of Companies

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BINDING CORPORATE RULES, TO ESTABLISH AND MAINTAIN HIGH STANDARDS FOR PERSONAL DATA PROCESSING, CONTROL AND PROTECTION

Executive Summary

Absolute Results is a leading provider of automotive sales training and consulting services to a broad group of clients around the world and is committed to the good stewardship and privacy protection of all Personal Data entrusted to it. As a global organization, with offices and clients in multiple countries, Absolute Results Group of Companies needs to ensure that Personal Data flows freely and securely between Absolute Results offices with an appropriate and consistent level of protection.

All of the countries where Absolute Results provides services have Personal Data protection or privacy laws to regulate the collection, usage, processing, transfer, control, storage and retention of Personal Data. Absolute Results is committed to compliance with all applicable data protection and privacy laws of the countries where we collect and process Personal Data. This includes the new General Data Protection Regulations to be introduced for the European Union.

In order for Absolute Results to operate effectively and provide a full range of services for our clients, at the client's direction or providing there is a legitimate need, client Personal Data may be transferred, processed and stored at Absolute Results offices and data centres outside of the EEA.

Purpose

The document sets out the Binding Corporate Rules together (collectively referred to as the "BCRs") that have been adopted to express Absolute Results commitment to establishing and maintaining high standards across the Group for the transfer and processing of Personal Data by the Absolute Results Companies.

The BCRs are designed to cover the flow of Personal Data transferred within Absolute Results, including to countries located outside the EU, for the processing purposes described in this document, so as to facilitate a free and secured flow of Personal Data between the Absolute Results Companies. The BCRs cover the Personal Data processes as a Data Controller and the Personal Data processes as a Data Processor.

Goal

The BCRs are also intended to summarize the measures implemented by Absolute Results, as part of its commitment to demonstrate that our processing of Personal Data is performed in accordance with EU regulation.

In order to be effective with our commitments and in addition to these BCRs, Absolute Results has implemented a comprehensive privacy compliance program comprised of:

- Global Data Privacy and Data Protection Policy,
- A designated Data Protection Officer
- Privacy and security awareness and training for Employees
- Monitoring of compliance with regulatory and contractual privacy requirements
- A Critical Incident Response Policy and Plan



Scope

The BCRs cover the Personal Data Absolute Results processes as a Data Controller and the Personal Data Absolute Results processes as a Data Processor. This Personal Data includes Employees' Personal Data processed for work related purposes, as well as Business Client's Personal Data processed for business related purposes. When acting as a Data Processor, this may also cover any other type of Personal Data as requested by the Data Controller.

The BCR applies to all Absolute Results companies and offices that process Covered Personal Data as Data Controllers or as Data Processors.

The BCRs reflect EU Law and the national data protection laws of the European Economic Area countries. Where other country specific rules apply to Cover Personal Data, Absolute Results will apply these rules in addition to the BCRs.

Definitions

In these BCRs, the following terms shall be defined as follows and shall be construed in accordance with EU Law:

"Applicable Law" means any data privacy or data protection law, applicable at the time of the processing.

"Business Contact" means an Absolute Results' supplier, subcontractor, client or alliance partner, whether having an on-going commercial relationship with Absolute Results or being a former or potential Business Contact of Absolute Results.

"Absolute Results" or **"Group"** means the entire Group of Absolute Results Companies controlled, directly or indirectly, by JFW Good Works (Can).

"Absolute Results Company(ies)" means a company within Absolute Results which is controlled directly or indirectly by JFW Good Works (Can).

"Absolute Results Data Privacy Policy" means the global Data Privacy Policy covering all Absolute Results Companies activities whether acting as a Data Controller or as a Data Processor and listed in **Appendix 1**.

"BCR-Controller" means Controller Binding Corporate Rules.

"Blocking" means the process of blocking communication to a Data Subject as set out in applicable law, local anti-spam and commercial electronic message regulation.

"Covered Personal Data" means Personal Data that are included in the scope of the BCRs.

"Data Controller" or **"Controller"** means the company that determines the purposes and means of processing the Personal Data.

"Data Processor" or **"Processor"** means the company which processes Personal Data on behalf of the Data Controller (whether an Absolute Results Processor, i.e. an **"Internal Data Processor"**, or a non-Absolute Results Processor, i.e., an **"External Data Processor"**) that may be located within the EU or outside the EU.

"Data Subject" means the individual to whom the Personal Data relates.

"DPA" means Data Protection Authority.

"DPO" means Data Protection Officer.



“**EEA**” means the European Economic Area.

“**EU**” means the European Union.

“**Employee**” means an Absolute Results Company’s Employee.

“**Employee Personal Data**” means the Personal Data of a current, former or prospective Absolute Results Employee.

“**EU Law**” means Directive 95/46/EC of the European Parliament and of the Council of October 24th 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, Directive 2002/58/EC of the European Parliament and of the Council of July 12th 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and the subsequent European Parliament and Council of the European Union General Data Protection Regulation (EU) 2016 (GDPR) repealing it.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data.

“**BCR-Processor**” means Processor Binding Corporate Rules.

“**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Personal Data shall also be understood as Personally Identifiable Information (“**PII**”).

“**Processing**” includes the collection, recording, organization, storage, adaptation, retrieval, consultation, use, and disclosure by transmission, dissemination or otherwise and making available, alignment or combination, blocking, erasure or destruction of Personal Data.

“**Security Breach**” means any compromise of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

“**Sensitive Personal Data**” means Personal Data revealing directly or indirectly racial or ethnic origin, political, philosophical or religious beliefs, criminal records, trade union membership, healthcare Personal Data or Personal Data related to sexual life.

“**Service Agreement**” means a written agreement between the Data Controller and the Data Processor whereby the Data Processor shall provide services to the Data Controller and which entails the processing of Personal Data by the Data Processor under the instructions of the Data Controller.

BCRs and Absolute Results Data Privacy Policy Implementation

The BCRs and the Absolute Results Data Privacy Policy in **Appendix 1** shall be binding on all Absolute Results Companies and their Employees.

The Data Privacy Policy is available on Absolute Results Intranet and public website.

This Absolute Results Data Privacy Policy encapsulates the principles governing the processing of Personal Data across the Absolute Results Group which are based on the European Parliament and Council of the European Union General Data Protection Regulation (EU) 2016 (GDPR) on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data.



As a company operating globally, we strive to be in compliance in all areas of operation. We collect and protect data in accordance with: the Canadian Standards Association guidelines for Personal Data protection, Canada's Anti-Spam Legislation (CASL), The Personal Information Protection and Electronic Documents Act (PIPEDA), the US Federal Trade Commission Act, the Gramm-Leach-Bliley Act 15 USC S6801, US Federal law, including the Electronic Government (E-GOV) Act of 2002 and the Privacy Act of 1974, the European Parliament and Council of the European Union General Data Protection Regulation (EU) 2016 (GDPR) and many other country specific laws and regulations.

Absolute Results processes Personal Data in a fair, lawful and transparent manner

When acting as a Data Controller, Absolute Results processes Personal Data in compliance with Applicable Law and shall provide all necessary information to the Data Subject and access to his/her Personal Data as required by Applicable Law and in accordance with Absolute Results applicable procedure. This includes enabling that Personal Data is adequate, relevant and not excessive in relation to the purposes for which they are processed, as well as updating, correcting or deleting the Personal Data so that it is accurate and kept up-to-date.

When acting as a Data Processor, Absolute Results processes Personal Data in compliance with Applicable Law and the Data Controller's instructions as per the contractual obligations contained in the Service Agreement. Absolute Results shall support the Data Controller as it is reasonably necessary to enable the Controller's compliance with data protection law and with data quality, fair processing and transparency principles. Absolute Results shall cooperate with and assist the Data Controller within a reasonable time and to the extent reasonably possible. This may include updating, correcting or deleting the Personal Data and informing other Data Processors as per the Data Subject or the Data Controller request so that it is accurate and kept up-to-date. This may also include communicating any useful information to the Data Controller in order to help the later comply with Data Subjects rights, handle complaints or reply to an investigation or an inquiry from the DPAs.

Absolute Results processes Personal Data for limited and defined purposes

When acting as a Data Controller, Absolute Results only processes Personal Data for specified, explicit, lawful and legitimate purposes and in compliance with the purpose for which it is originally collected, subject to Applicable Law. Absolute Results processes Personal Data (i) with the unambiguous consent of the Data Subject, or (ii) for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract, or (iii) for compliance with a legal obligation to which the Data Controller is subject, or (iv) to protect the vital interests of the Data Subject, or (v) when processing is necessary for the purposes of the legitimate interest of Absolute Results or by the third party to whom the data are disclosed, except where such purposes are overridden by the fundamental rights and freedoms of the Data Subject. Personal Data is only disclosed for legitimate and relevant "need-to-know" purposes for business or legal reasons. In each instance, any disclosure of Personal Data is strictly limited to what is necessary and reasonable to comply with the purpose of the processing. Unless in case of business acquisition or divestiture, Absolute Results does not sell or trade Personal Data.

In addition, subject to Applicable Law, Sensitive Personal Data shall be processed by Absolute Results (i) if the Data Subject has given explicit consent, or (ii) processing is necessary for the purposes of carrying out the obligations and specific rights of Absolute Results in the field of employment law, or (iii) processing is necessary to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his/her consent, or (iv) the processing relates to data which are manifestly made public by the Data Subject or is necessary for the establishment, exercise or defense of legal claims.

When acting as a Data Processor, Absolute Results only processes Personal Data in compliance with the Data Controller's instructions and shall not further process it for a different client or purpose, except with the express consent of the Data Controller and subject to Applicable Law. In case Absolute Results cannot process Personal Data in compliance with the Data Controller's instructions, it shall promptly inform the Data Controller of its inability to



comply, in which case the Data Controller is entitled to terminate the transfer of Personal Data and terminate the contractual relationship to the extent related to the processing of Personal Data, subject to contractual terms and Applicable Law. Similarly, if the processing conditions are changed, Absolute Results shall inform the Data Controller in a timely fashion so that it has the possibility to object to the change or to terminate the contract before the implementation of the change. When processing Personal Data, Absolute Results uses processes and tools that integrate privacy from their inception (privacy-by-design) and performs privacy impact assessments as required by Applicable Law.

Absolute Results process Personal Data for a limited duration

When acting as a Data Controller, Absolute Results only retains Personal Data in a form which permits identification of a Data Subject for as long as is necessary for the purpose(s) for which it is processed, in accordance with local laws.

When acting as a Data Processor, Absolute Results only processes Personal Data in compliance with the instructions of the Data Controller, including storage duration. This may include the performance of a task carried out in the public interest or in the exercise of the official authority vested in Absolute Results or in a third party to whom the Personal Data are disclosed. In this respect, at the end of the processing, Personal Data and the copies thereof can be either returned to the Data Controller, anonymized for research and statistical reporting or can be destroyed appropriately and securely, and the corresponding instruction shall be communicated to other Data Processors. When Absolute Results destroys the Personal Data, it shall certify to the Data Controller that it has done so, subject however to local law requirements and blocking and security and back-up obligations. In case local law prevents Absolute Results from returning or destroying all or part of the Personal Data, Absolute Results shall accordingly inform the Data Controller and warrants that it will ensure confidentiality of the Personal Data transferred.

Absolute Results processes Personal Data securely

As a general rule and unless otherwise requested by the client, Absolute Results applies the same level of security to Personal Data it processes as a Data Processor and Personal Data it processes as a Data Controller.

Absolute Results applies and maintains appropriate technical, physical, and organizational measures to protect Personal Data, and follows industry practices and standards in adopting procedures and implementing systems designed to prevent unauthorized access to Personal Data and to avoid its accidental loss, damage or destruction.

Absolute Results shall report Security Breaches to the competent authorities and/or the Data Subjects as per Applicable Law if it becomes aware that the security, confidentiality or integrity of the Personal Data has been compromised.

When acting as a Data Processor, Absolute Results complies with the security and organizational measures which at least meet the requirements of the Data Controller's Applicable Law and the provisions of the Service Agreement. Absolute Results shall promptly inform the Data Controller of any Security Breach and shall ensure that its Processors are bound by equivalent obligations.

Absolute Results works with sub-processors in a responsible manner

Absolute Results shall only use Absolute Results Processors located outside the EEA who have signed the Data Protection Addendum and the Data Privacy Policy and are bound by an agreement and a statement of work. When using External Data Processors, Absolute Results shall enter into appropriate agreements that require that the Personal Data is stored and processed in accordance with EU Applicable Law and as per the Data Controller's instructions.



When using External Data Processors located outside of the EEA, Absolute Results shall enter into the standard contractual clauses for the transfer of Personal Data to processors established in third countries under the (EU) 2016 (GDPR) guidelines.

When acting as a Data Processor, Absolute Results shall ensure that sub-processing of Personal Data to Absolute Results Processors or to External Data Processors in the course of providing services is performed with the consent and at the direction of the Data Controller and is strictly relevant to the processing activities. Such processing shall be made under a written agreement to enable that such External Data Processor be bound by obligations equivalent to those imposed on the Data Processor under the Service Agreement and the principles contained in the BCR. In addition, when transferring Personal Data to External Data Sub-Processors located outside of the EEA, Absolute Results shall enter into appropriate ad-hoc agreements with these Data Processors that require that the Personal Data is stored and processed in accordance with EU Applicable Law and as per Data Controller's instructions.

Absolute Results Data Privacy Governance

Absolute Results has a Data Security and Protection Program (DSPP) in place to protect its information and those of its clients and to counter security risks. The data security and protection program objectives establish a coordinated and mandatory security level for all entities of the Absolute Results Group. Data protection, data privacy and confidentiality are at the core of the data security and protection program.

As part of the DSPP and in relation to data privacy matters, Absolute Results has put in place a data privacy governance structure with a designated Data Protection Officer (DPO) to oversee the privacy compliance program, including advising on data privacy issues, monitoring the application of the BCRs and the Data Privacy Policy, promoting global awareness campaigns and monitoring their implementation.

Data Subject Rights

Data Subjects can exercise their rights according to the procedure available through the Absolute Results Intranet and Internet local website. When Applicable Law provides for higher protection, the DPO shall ensure that the highest level of protection as per Applicable Law shall apply to the Data Subject.

Any inquiries by Data Subjects on the BCRs should be directed to the DPO who will work towards answering the Data Subject's inquiries satisfactorily, subject however to the terms of the Service Agreement when Absolute Results is acting as a Data Processor.

Data Subjects can send an inquiry preferably in writing via e-mail to privacy@absoluteresults.com. Such contact information is available on the Absolute Results Companies websites.

Data Subjects Rights Procedure

Within Absolute Results, a specific procedure is in place and available on the local intranet, to enable the exercise of the rights of access, opposition, correction and/or deletion of Data Subjects. Each right request is handled according to the procedure in place. In coordination with the DPO and the DPO shall always be at the disposal of the Data Controller and the Data Subject to provide assistance.

When acting as a Data Controller, the DPO shall respond to the Data Subject within a reasonable time, but no longer than one (1) month and as per Applicable Law. If the right request is rejected or if the Data Subject is not satisfied with the reply, he/she shall have the right to lodge a complaint according to the Complaint Procedure of the BCRs.



When acting as a Data Processor, the DPO will act in compliance with the Service Agreement executed with the Data Controller. Service Agreements generally provide that the Data Controller reserves the right of responding to the right requests of Data Subjects and require Absolute Results to refer any right request to the Data Controller, in lieu of responding directly to the Data Subjects. If the Service Agreement does not contain any provision related to the handling of Data Subjects rights, by default, the DPO shall refer the right request to the Data Controller. If Absolute Results has to respond directly, it shall respond to the Data Subject within a reasonable time and as per Applicable Law. If the right request is rejected or if the Data Subject is not satisfied with the reply, he/she shall have the right to lodge a complaint according to the Complaint Procedure of the BCRs.

Complaint Procedure

The complaint procedure shall be applicable if the Data Subject considers that the Data Subjects Rights Procedure has been unsuccessful or if the Data Subject considers that his/her data privacy rights have been violated.

The complaints shall be dealt with by the DPO. When a complaint is registered, it shall be handled within a reasonable time, but no longer than one (1) month and as per Applicable Law.

If the DPO fails to solve a complaint of a Data Subject at local level, the complaint procedure can be appealed by the Data Subject to the Absolute Results CEO, who shall respond within a reasonable time, but no longer than one (1) month and as per Applicable Law.

When acting as a Data Processor, the DPO shall handle a Data Subject complaint only in the case where the Data Subject is not able to bring a complaint against the Data Controller because the Data Controller has factually disappeared or ceased to exist in law or has become insolvent and no successor entity has assumed the entire legal obligations of the former Data Controller by contract or by operation of law. Resolution of a complaint is always subject to technical constraints and to the provisions of the Service Agreement with the Data Controller. If the Service Agreement does not contain any provision related to the handling of complaints, by default, the local DPO shall refer the complaint without delay to the Data Controller.

Liability towards the Data Subjects

The BCRs give rights to Data Subjects to enforce the rules as third-party beneficiaries. In case the Data Subject has suffered a damage due to non-compliance by an Absolute Results Company with the BCRs, such Data Subject is entitled to bring the case either to the DPA or to the courts of the EEA where the Data Controller is located or to the courts of Canada where Absolute Results parent company is located.

When the Data Subject can establish facts confirming that he/she has suffered direct damage exclusively as a result of a breach of the BCRs, the Absolute Results Company that transferred the Covered Personal Data outside of the EEA to an Absolute Results Company located outside of the EEA accepts that it would need to prove that the Absolute Results Company located outside of the EEA is not responsible for the breach of the BCRs giving rise to such damages. When it can bring such evidence, its liability will be automatically discharged.

The Absolute Results Company that transferred the Personal Data outside of the EEA shall take reasonable and necessary action to remedy the acts of the Absolute Results Company located outside of the EEA taken in violation of the BCRs and to compensate the direct damages suffered by Data Subjects exclusively resulting from such violation.

When acting as a Data Processor, the Absolute Results Company that transferred the Covered Personal Data outside of the EEA shall take reasonable and necessary action to remedy the acts of the Absolute Results Company located



outside of the EEA or of the External Sub-Processor located outside of the EEA taken in violation of the BCR-Processor and to compensate the direct damages suffered by Data Subjects exclusively resulting from such alleged violation.

In case the Data Controller has disappeared and its liabilities have not been taken over by a successor, the relevant DPA and local courts shall be those of the EEA country where the Absolute Results Company is located or to the courts of Canada where Absolute Results parent company is located. If the latter solution is not applicable, the DPA and the local courts of the country of residence of the Data Subject shall be competent.

The EEA Absolute Results Company shall not be entitled to rely on such violation by the non-EEA Sub-Processor to avoid liability vis-à-vis the Data Subjects.

The Data Subject third-party beneficiary rights cover only the following obligations of the Data Processor in terms of BCR-Processor compliance: obligation to respect the BCR-Processor and to enable for the exercise of third-party beneficiary rights, liability for compensation and remediation of breaches, burden of proof on the Data Processor, easy access to the BCR-Processor for the Data Subject, existence of a complaint procedure, obligation to cooperate with the DPA and with the Data Controller, description of the data privacy principles, provision of a list of entities bound by the BCR-Processor, obligation of transparency when national legislation prevents the Group from complying with the BCR-Processor.

Liability towards the Data Controller

This paragraph is only applicable to the BCR-Processor. The BCR-Processor shall be included in the Service Agreement with the Data Controller.

The Absolute Results Company that transferred the Personal Data outside of the EEA to another Absolute Results Company located outside of the EEA or an External Data Processor located outside of the EEA, shall be liable to the Data Controller for direct damages resulting exclusively from the violation of the BCR-Processor as per the provisions of the Service Agreement and subject to the following paragraphs.

The Absolute Results Company that transferred the Personal Data Data outside of the EEA shall not be entitled to rely on a breach of its obligations by the Absolute Results Company located outside of the EEA or an External Data Processor located outside of the EEA to avoid its liabilities vis-à-vis the Data Controller. All Data Controllers shall have the right to enforce the BCRs against any Absolute Results Company for breaches they caused.

In such case, the Absolute Results Company that transferred the Personal Data outside of the EEA to another Absolute Results Company located outside of the EEA or an External Data Processor located outside of the EEA accepts that, when the Data Controller can establish facts confirming it has suffered direct damage exclusively as result of a breach of the BCR-Processor, Absolute Results would need to prove that it is not, and that the External Data Processor is not responsible for the breach of the BCR-Processor giving rise to such damages. When Absolute Results can bring such evidence, its liability will be automatically discharged.

In addition, the Absolute Results Company that transferred the Personal Data outside of the EEA to another Absolute Results Company located outside of the EEA or an External Data Processor located outside of the EEA agrees to take the necessary actions to enable that the actions giving rise to the breach of the BCR-Processor are remedied by the Absolute Results Company located outside of the EEA or the External Data Processor located outside of the EEA.

Audit

Where required by Applicable Law or where requested by a DPA, Absolute Results agrees that audits may be performed directly by the DPAs and commits to cooperate with the DPAs.



Employee Responsibilities

Every Absolute Result Employee shall comply with the provisions of the BCRs and the Data Protection Policy.

Employees are informed that whenever they deal with Personal Data, they have a responsibility to comply with Applicable Law concerning data privacy, the BCRs and the Absolute Results Data Protection Policies and that they must process and treat all such Covered Personal Data accordingly.

Failure to comply with the BCRs and the Absolute Results Data Protection Policy can expose both Employees and/or Absolute Results to damages, criminal fines and other penalties. As a result, it is expected that all Employees comply with the BCRs and the Data Protection Policy. Employees are informed that any non-compliance with these policies will be taken extremely seriously and may lead to appropriate disciplinary actions, subject to local laws.

Applicable Law

Absolute Results shall process Covered Personal Data in accordance with the BCRs and with Applicable Law. The BCRs will be interpreted in accordance with EU Law and the laws of the country where the Absolute Results Company responsible for the transfer of Personal Data is established.

Any conflict between these BCRs and a binding legal requirement in another jurisdiction that prevents or hinders compliance with this BCRs must be brought to the attention of the DPO as soon as possible who will render a decision after consulting with the relevant DPA, if necessary.

For BCR-Processor, if Absolute Results has reasons to believe that the existing or future legislation applicable to it may prevent it from fulfilling the instructions received from the Data Controller or its obligations under the BCR or Service Agreement, it will promptly notify this to the Data Controller which is entitled to suspend the transfer of data and/or terminate the Service Agreement, to the Absolute Results Company responsible for the transfer of Personal Data and to the DPA competent for the Data Controller.

Any legally binding request for disclosure of Personal Data by a law enforcement authority shall be communicated to the Data Controller. In any case, the request for disclosure will be put on hold and the DPA competent for the Data Controller and the lead DPA for the BCRs shall be clearly informed about it. However, if in specific cases suspension and/or notification are prohibited, Absolute Results will use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible and be able to demonstrate that it did so. If Absolute Results, despite having used its best efforts, is not in a position to notify the competent DPAs, Absolute Results shall annually provide general information on the requests of disclosure of Personal Data by a law enforcement authority to the competent DPAs.

Cooperation with Data Protection Authorities

Absolute Results will cooperate with the DPAs and undertakes to respond to the DPAs within a reasonable timeframe on any request related to the BCRs and their implementation. Under the BCR-Processor, Absolute Results will cooperate with the DPAs of the Data Controller. The Absolute Results Companies will cooperate with each other as necessary to respond to requests by the DPAs.

Absolute Results will adhere to the advice of the DPAs on issues related to the interpretation of the BCRs.



APPENDIX 1: ABSOLUTE RESULTS DATA PRIVACY POLICY

At Absolute Results, we know that our clients are concerned about the confidentiality and security of their customers personal information. Absolute Results, whether acting as a Data Controller or as a Data Processor, is committed to safeguarding the confidentiality and protecting the security of all Personal Data entrusted to us.

Most of the countries where Absolute Results provides services have data protection or privacy laws designed to regulate and safeguard the collection, use, transfer, storage and disposal of Personal Data. Absolute Results is committed to complying with the data protection and privacy laws of the countries where Personal Data is collected and processed.

To ensure effectiveness, Absolute Results has a comprehensive privacy compliance program that ensures our policies, procedures, practices and security measures are adequately complied with by our employees and representatives throughout our organization. In addition, we have established and implemented:

- Global privacy and information protection regime
- Privacy-by-design, built into all data management processes
- Dedicated Data Protection Officer
- Privacy and security awareness training
- Account specific privacy and security processes
- Monitoring of compliance and regulatory privacy requirements
- Monitoring of contractual privacy requirements
- Global Critical Incident Response policy and plan
- Binding Corporate Rules for Data Controller and Data Processor roles

The Absolute Results Data Privacy Policy articulates the principles governing the processing of Personal Data for the group. Compliance is mandatory for all Absolute Results companies and employees collecting or processing Personal Data whether acting as a Data Controller or Data Processor.

Absolute Results collects and processes Personal Data in a fair and lawful manner

Absolute Results collects and processes Personal Data in a fair, transparent and lawful manner in compliance with Applicable Law and the Data Controllers instructions where applicable.

When acting as a Data Processor, Absolute Results will assist the Data Controller in doing the same.

This includes respecting the Data Subject's rights by updating, correcting or deleting the Personal Data accordingly so that it is accurate and where necessary kept up-to-date in accordance with applicable procedures.

Absolute Results processes Personal Data for limited and defined purposes

As a Data Processor, Absolute Results processes Personal Data in compliance with the purpose for which it is originally collected and in compliance with the Data Controller's instructions (when applicable) except with the consent of the Data Subject and Data Controller and subject to Applicable Law.

As a Data Controller, the Personal Data collected is used exclusively for the purposes described and for no other purpose, except with the consent of the Data Subject and subject to Applicable Law. Absolute Results does not trade,



rent or sell Personal Data to any third parties and will provide all relevant information to the Data Subject in compliance with fair and transparent processing principles.

Personal Data is only disclosed for legitimate and relevant “need-to-know” purposes for business or legal reasons. In each instance, any disclosure of Personal Data is strictly limited to what is necessary and reasonable to comply with the purpose of the processing.

Absolute Results processes Personal Data for a limited duration

In accordance with Applicable Law, Absolute Results internal policy and the Data Controller’s instructions (when applicable), Absolute Results only processes Personal Data for as long as it is necessary for the purpose(s) for which it is processed.

At the end of the processing, Absolute Results shall archive, anonymize or destroy the Personal Data and otherwise follow the Data Controller’s instructions (when applicable).

Absolute Results processes Personal Data securely

As a general rule and unless otherwise required by the client, Absolute Results applies the same standard level of security to Personal Data it processes as a Data Controller and as a Data Processor.

Absolute Results employs and maintains appropriate technical, physical and organizational measures to protect Personal Data against unauthorized access and to avoid its accidental loss, damage, destruction or other unlawful form of processing.

The security measures in place follow industry standards and practices and are aimed at establishing a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected.

Absolute Results shall report any serious Security Breach to the appropriate authority and/or the Data Subject and/or the Data Controller as per Applicable Law or contractual provisions if it becomes aware that the security, confidentiality or integrity of the Personal Data has been compromised.

Absolute Results works with Data Processors in a responsible manner

Subject to Applicable Law, when using Internal or External Data Processors, Absolute Results shall enter into appropriate agreements that require that Personal Data is stored and processed in accordance with Applicable Law, including applying appropriate security measures.

When Absolute Results is acting as a Data Processor, the same shall apply in addition to the Data Controller’s instructions.

Definitions of the Data Protection Policy

“**Applicable Law**” means any data privacy or data protection law, applicable at the time of the processing.

“**Absolute Results**” or “**Group**” means the entire Group of Absolute Results Companies controlled, directly or indirectly, by JFW Good Works (Can).



“Absolute Results Company(ies)” means a company within Absolute Results which is controlled directly or indirectly by JFW Good Works (Can).

“Blocking” means the process of blocking communication to a Data Subject as set out in applicable law, local anti-spam and commercial electronic message regulation.

“Data Controller” means the company that determines the purposes and means of processing the Personal Data.

“Data Processor” means the company which processes Personal Data on behalf of the Data Controller (whether an Absolute Results Processor, i.e. an **“Internal Data Processor”**, or a non-Absolute Results Processor, i.e. an **“External Data Processor”**) that may be located within the EEA or outside the EEA.

“Data Subject” means the individual to whom the Personal Data relates.

“Employee” means an Absolute Results Company’s Employee.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data.

“Personal Data” means any information relating to an identified or identifiable natural person (**“Data Subject”**). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Personal Data shall also be understood as Personally Identifiable Information (**“PII”**).

“Processing” includes the collection, recording, organization, storage, adaptation, retrieval, consultation, use, and disclosure by transmission, dissemination or otherwise and making available, alignment or combination, blocking, erasure or destruction of Personal Data.

“Security Breach(es)” means any compromise of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

For any questions, contact Jason Tso, Data Protection Officer at:

JTso@absoluteresults.com or Privacy@AbsoluteResults.com



APPENDIX 2: DATA SUBJECT RIGHT REQUEST AND COMPLAINT PROCEDURE

Absolute Results is committed to protecting privacy and the Personal Data entrusted to it, whether acting as a Data Controller or as a Data Processor (see Definitions at the end of document). The purpose of this Data Subject Right Request and Complaint Procedure (“**Procedure**”) is to describe the process by which a Data Subject (“**You**”), can submit a Data Subject Right Request concerning your Personal Data that is processed by Absolute Results, or submit a Data Subject Complaint regarding the processing of your Personal Data. Alternatively, you can also contact your local Data Protection Authority or a competent court directly.

Your rights as a Data Subject

Under Applicable Law and subject to certain exemptions You have the right to access your Personal Data, the right to have it rectified, the right to oppose processing or the right to have it destroyed and no longer processed. If You wish to exercise these rights. You may submit an Inquiry according to the two processes described below:

The Data Subject Right Request Procedure: if You have any concern or question regarding your Personal Data.

The Data Subject Complaint Procedure: if you are dissatisfied with Absolute Results response to your Data Subject Right Request or any other matter concerning your Personal Data.

We are committed to handling all Inquiries with the same high level of quality and to engage positively to resolve any Inquiry satisfactorily.

Who is entitled to submit an Inquiry

Warning Notice – Attempting to obtain Personal Data that you are not entitled to may be unlawful under Applicable Law.

Direct Inquiry: You can submit an Inquiry to Absolute Results if You are the individual to whom the Personal Data relates (i.e. the Data Subject), for instance an actual or former Employee or a customer of Absolute Results.

Indirect Inquiry: You can also submit an Inquiry via a third party such as a lawyer. In this case, You must provide appropriate evidence that the third party making the Inquiry is entitled to act on your behalf, as per Applicable Law.

The scope of Covered Personal Data

Personal Data covered by this Procedure include all Personal Data processed by Absolute Results acting as a Data Controller (whether such Personal Data is processed internally by Absolute Results acting as a Data Processor or by an external Data Processor).

When acting as a Data Processor, Absolute Results only processes Personal Data according to the instructions contractually specified by the Data Controller. In these instances, only the Data Controller is able to respond to your Data Subject Right Request or Data Subject Complaint.



Verifications required

Verification of your identity: To safeguard your Personal Data from unauthorized access, prior to processing your Inquiry, You will be required to provide Absolute Results with an official form of identification (e.g., passport, driver's license, etc.), to verify your identity as per Applicable Law. Without proper identification your Inquiry cannot be processed.

Verification of the completeness of your Inquiry: Inquiries that are incomplete or inaccurate and/or for which identification has not been possible, will be put on hold until You are able to provide the required information.

Completeness Notice - In order to facilitate the search of your Personal Data, please specify and detail as much as possible your Inquiry. In certain instances, Absolute Results may charge fees to cover administrative costs.

In certain instances, and subject to Applicable Law, We may determine that due to the complexity of your Inquiry and the effort required to address it properly, a fee may be required. The amount of the fee shall be reasonable, subject to the complexity of the Inquiry. If a fee is required, You will be notified of the amount and payment options.

Submission of Inquiry

Concerning a Data Subject Right Request: You may submit your Data Subject Right Request preferably online on the Absolute Results website, or by email to: Privacy@absoluteresults.com or by postal mail to:

Absolute Results
Attn: Data Protection Officer
104 – 2677 192 Street
Surrey, BC, V3Z 3X1
Canada

Concerning a Data Subject Complaint: You may submit your Data Subject Complaint preferably in writing to the DPO by email to: Privacy@absoluteresults.com or by postal mail to:

Absolute Results
Attn: Data Protection Officer
104 – 2677 192 Street
Surrey, BC, V3Z 3X1
Canada

Response to Inquiries

First, Absolute Results will acknowledge receipt of your Inquiry and inform You that it is being processed. The processing of your Inquiry and the delivery of the results will be provided within one (1) month (or a shorter delay as per Applicable Law) from the date your Inquiry is complete.

Handling of your Inquiries

Your Inquiry will be handled by the DPO. If You have not provided sufficient information in your Inquiry to enable us to locate your Personal Data, the DPO will inform You of what further information is required to process your Inquiry.



Appeal process

If You are not satisfied with Absolute Results response to your Data Subject Complaint, You may submit in writing and/or by email an Appeal to the Absolute Results CEO. A response to your Appeal will be provided to You by the CEO and within one (1) month (or a shorter delay as per Applicable Law) from the date your Appeal has been submitted.

If You are not satisfied with the response to your Appeal, You may contact your national Data Protection Authority or the competent court.

Definitions of the Data Subject Right Request and Complaint Procedures

“Appeal” means the escalation process of a response to a Data Subject Complaint.

“Applicable Law” means any data privacy or data protection law, applicable at the time of the Processing.

“BCRs” means Absolute Results Binding Corporate Rules for Controller and Processor.

“Absolute Results” or **“Group”** means the entire Group of Absolute Results Companies controlled, directly or indirectly, by JFW Good Works (Can).

“Absolute Results Company(ies)” means a company within Absolute Results which is controlled directly or indirectly by JFW Good Works (Can).

“Blocking” means the process of blocking communication to a Data Subject as set out in applicable law, local anti-spam and commercial electronic message regulation.

“Covered Personal Data” means Personal Data that are included in the scope of the BCRs.

“Data Controller” means the company that determines the purposes and means of Processing the Personal Data.

“Data Processor” means the company which Processes Personal Data on behalf of the Data Controller that may be located within the EEA or outside the EEA.

“Data Subject(s)” means the individual(s) to whom the Personal Data relates. It can be an Employee of Absolute Results, a former Employee, a trainee, an applicant, a provider, a customer, the user of a service handled by Absolute Results for a client, a prospect or every individual subject of any Personal Data processed by Absolute Results.

“Data Subject Complaint(s)” means the right for a Data Subject to submit a complaint if he/she considers that the rights afforded by Applicable Law and the BCRs to him/her have not been respected.

“Data Subject Complaint Procedure” means the procedure enabling a Data Subject to submit a Data Subject Complaint if he/she considers that the rights afforded by Applicable Law and the BCRs to him/her have not been respected.

“Data Subject Right Request(s)” refers to the right for a Data Subject to submit a right request for access (**“Access Request”**), rectification (**“Rectification Request”**), blocking (**“Blocking Request”**) or deletion (**“Deletion Request”**), as per the BCRs and Applicable Law.

“Data Subject Right Request Procedure” means the procedure enabling a Data Subject to submit a Data Subject Right Request in order to exercise the individual rights afforded to him/her by Applicable Law and the BCRs.



“**DPA**” means Data Protection Authority

“**DPO**” means Data Protection Officer.

“**EEA**” means the European Economic Area formed by the European Union member states as well as Norway, Iceland and Lichtenstein.

“**Employee(s)**” means an Absolute Results employee

“**EU Law**” means Directive 95/46/EC of the European Parliament and of the Council of October 24th 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, Directive 2002/58/EC of the European Parliament and of the Council of July 12th 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and the subsequent European Union legislation Regulation (EU) 2016/679 (GDPR) amending it.

“**Inquiry(ies)**” means Data Subject Right Request(s) and/or Data Subject Complaint(s).

“**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Personal Data shall also be understood as Personally Identifiable Information.

“**Processing**” includes the collection, recording, organization, storage, adaptation, retrieval, consultation, use, and disclosure by transmission, dissemination or otherwise and making available, alignment or combination, blocking, erasure or destruction of Personal Data.