

## **DATA PROTECTION AND MONITORING**

**OnMobile Global Spain, S.L.**, having its registered office at Avendina de Europa numero 24, Edificio Torona, Planta 1, Modula A, Letra C, del Parque Empresarial La Moraleja, codigo postal 28108 de Alcobendas, Madrid;

**OnMobile Global Limited**, having its registered office at Ground Floor Suite 2, Clare Hall, Parsons Green, St. Ives, Cambridgeshire, PE 27 4WY;

**2DayUk Limited**, having its registered office at 505 Pinner Road, Harrow, Middlesex, HA2 6EH;

**OnMobile Global Limited**, having its registered office at Milano (MI) Corso Plebisciti 8 cap 20129 (hereinafter, the "Company").

### **INFORMS EACH OF ITS EMPLOYEES** (hereinafter, the "Employee").

1. This document serves to clearly and unequivocally notify you that your personal data will be incorporated into a data file owned by the Company (with registered offices at the place specified in the heading of this document), which shall be used as necessary or convenient for management or establishment of the relationship between the parties. This use of the data will include, but not be limited to, data processing for payroll, bonuses and any other compensation, benefits offered to you, evaluation of job performance, compliance with labour obligations and policies, policy reporting, facilitating communication between employees of the Company and/or other companies or entities, time off and sick leave management, and monitoring compliance with obligations under employment legislation.

2. The Company (the corporate addresses of which is included above) will process your personal data in accordance with the applicable Data Protection Laws. The reference contact for any issue regarding this matter will be the data protection officer, details of whom can be requested from Human Resources.

3. Your personal data, as included in this Contract or as they may be obtained in the future within the development or your labour relationship with the Company will be processed and/or used as necessary or convenient in the development of the labour relationship between You and the Company. In particular, personal data will be processed, including without limitation, for payroll administration, bonuses and any other compensation, benefits offered to You, evaluation of job performance, compliance with labour obligations and policies, policy reporting, facilitating communication between employees of the Company and/or other companies or entities, time off and sick leave management, whistleblowing, internal reporting and investigation management and monitoring compliance with obligations under employment legislation. Furthermore, the Company may disclose the personal data to its clients and service providers when they are relevant for the development of your duties in order to facilitate the communication with such clients and/or service providers. The legal basis for the processing of the personal data is the management and performance of the contractual relation (the labour Contract).

4. You are further notified that your personal data may be communicated and/or otherwise transferred to other affiliates of the Company that exist outside of European Union, or to the United States of America or to India (upon the basis of model clauses executed in accordance with both European Commission Decision 2001/497/EC (as amended by Commission Decision 2004/915/EC) for the cases in which the USA recipient is processing the data for its own purposes and European commission Decision 2010/87/EU for the cases in which the USA recipient is processing the data to provide the Company with a service), all of it if necessary or convenient for the purposes of an efficient Human Resources management, the creation of a global email account and/or any other

purpose described herein. The legal basis for such processing is Company's and its group legitimate interest in ensuring an efficient management of its operations and of its Human Resources, which must be understood to prevail over your fundamental right to privacy insofar as this does not raise additional risks or concerns to the purposes for which Company is already entitled to process the data in order to manage the contractual relationship. Furthermore, the Company may disclose the personal data (i) to any potential buyers of the Company or any of its assets or business lines when convenient to facilitate such transactions; or (ii) to any unions and/or worker representatives as established in the Law or as it may be implied or included in an Employee request (for example, for the direct payment of the union fees through your payroll). The legal basis for this processing of personal data in these terms shall be, for the case of potential buyers of the Company, the legitimate interest of the Company in carrying out such operation, which does not generate additional risks for you, and, for the case of communication of its data to Unions or Workers representatives, the consent of You grant at making the aforementioned requests, consent which you may be withdraw at any time (with no retroactive effect).

5. Likewise, the Company may be required to facilitate some personal data to (i) any competent authority as set forth in the Law; (ii) to any occupational risk prevention service to the extent that such transfer is covered by Law; (iii) to any other entity providing management services through the Tripartite Foundation for job training purposes; (iv) to any public administration (such as the National Social Security Institute or the Spanish Tax Agency) for the fulfilment of the mandatory obligations in compliance with the applicable law and/or (v) when relevant to any unions and/or worker representatives as established in the Law. The legal basis of the processing of personal data is the compliance with a legal obligation.

6. The Company further informs You that in the event that You use the internal complaint system, the Personal Data will be processed in the file controlled by the Company with the purposes of preventing illegal conducts and established the necessary corrective measures. Through this internal complaint system You may inform the Company of any incident you may be aware of in relation to several matters (accounting, audits, unfair competition matters, conflicts of interests, fraud or misappropriation, falsification of reports, documents and registration, employees privacy, disclosure of secrets, breach of internal policies, inappropriate behaviours, unsafe working conditions, etc.). Such reports may involve both internal and external sanctions with the purpose of preventing illegal conducts or non-ethical behaviours and with the aim of establishing remedial actions.

7. Furthermore, the personal data may be accessed and processed by the following categories of data processors: (i) payroll management companies, (ii) legal advisors, (iii) transport, travel management and travel companies engaged for work trips and (iv) security companies providing video surveillance and access control services, (v) health care partners; as well as to any other data processors whose identity will be communicated by the Data Protection Officer through the appropriate means.

8. The personal data processed in accordance with the above will include the personal data provided by You when concluding the Contract (identification data, address, social security number, necessary for that purpose), as well as all other personal data generated during the provision of the labour services and which have been collected by the Company or by clients, suppliers and/or collaborators (data regarding the evaluation of the job performance, training, payroll, and other financial data or incident reports).

9. In the event that You provides personal data related to other people (next of kin information or personal data related to the beneficiary of the insurance policy), You warrants to have previously informed the affected individual and obtained her consent for the processing by the Company in accordance with these data protection clauses and the Company Privacy Policy, exempting the Company from such information obligation.

10. your personal data will be retained during the whole length of your labour relationship with the company and during the applicable statute of limitations periods in accordance with the applicable law.

11. You may, at any time, address the Company in order to exercise your rights of access, rectification, erasure, restriction of processing, data portability, object, by writing to the Company's to the human resources department. In any case, You shall prove your identity through a copy of her ID card. In case the Company do not comply with its data protection obligations, You have the right to lodge a complaint with the Spanish Data Protection Agency.

12. You undertake to at all times maintain any personal data it may access for the purposes of your job strictly in confidence and in accordance with the security policies that the Company may issue from time to time.

13. You must maintain the secrecy of any information, which you may encounter as a result of your work with the Company. You are prohibited from communicating proprietary information to third parties if the purpose is not necessary for outside Company operations. All duties of confidentiality extend after termination of the employment relationship with the Company.

14. You agree that the Company may monitor, intercept or record your use of office equipment, which is for work use only, including but not limited to e-mail and internet usage. You acknowledge you will not have any expectation of privacy when using any such equipment.

15. You agree to the Company utilising any photographs/images that it takes or has taken of you for the purposes of maintaining your security pass. You also agree to the Company utilising such photographs/images for any other administrative or internal/external business purposes, which includes but is not limited to posting it on the Company's Intranet and e-mail system. If you have any concerns regarding this clause, please speak to Human Resources.