

# Binding corporate rules as Processor

Our BCRs Controller is applicable only to the Concentrix Affiliate under Webhelp SAS, the latter acting as the European Lead Entity

The Affiliates to which the BCRs apply are listed in Appendix 01 of the BCRs.

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## 1. Introduction

**Reminder: Following the Webhelp & Concentrix transaction of September 2023, the commercial name of the group is now Concentrix. However, please note that the scope of the present BCR has not been modified. The BCRs are only applicable to the Affiliates under Webhelp SAS acting as European Lead Entity, Affiliates that are bound by the BCR (Controller and/or Processor) are listed in Appendix 01 and shall be referred as BCR Member.**

At Concentrix Group, we believe that protecting Personal Data is not only a matter of security or compliance with a particular legal framework, but is a matter of individual and organisational commitment. Disclosing and sharing Concentrix standardsthrough, the present Binding Corporate Rules for Processors (hereinafter the “BCR-P”) and the Binding Corporate Rules for Controllers (hereinafter the “BCR-C”) is of the utmost importance regarding the Data Subjects’ legitimate expectations about how their Personal Data is Processed.

In the course of its activities, BCRs Members process both internal and Client Personal Data. In this respect, BCRs Membersprotect the Personal Data it processes on behalf of its Clients by the implementation of appropriate technical, physical and administrative measures and controls, comprised in the present BCR-P. Such controls shall ensure that the whole organisation is Processing Personal Data in a consistent manner, disregarding the nature and/or place of Processing.

This approach is particularly important due to the diversity of activities Concentrix covers on behalf of its Clients.

As a consequence of the above and taking into consideration the requirements introduced by the European Regulation 2016/679 adopted on 27 April 2016 (hereinafter, the “**EU Regulation**” or “**GDPR**”) and standards, regulations and laws applicable in the field of data protection, where they do not contrevene with the EU Regulation, BCR Members will Process Personal Data in accordance with the following principles:

- **Lawfulness** – Personal Data shall be collected and Processed with the Data Subject having given consent to the Processing or when Processing is legitimate or necessary in accordance with Applicable Data Protection Legislation;
- **Fairness** – Personal Data Processing shall take into account the specific circumstances and context in which such Personal Data is Processed;
- **Transparency** – Information and communication relating to the Processing of Personal Data shall be easily accessible, easy to understand, clear and in plain and simple language;
- **Purpose limitation** – Personal Data shall be collected for specified, explicit and legitimate purposes and not further Processed in a manner that is incompatible with those purposes;
- **Data minimisation** – Collected Personal Data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are Processed;
- **Accuracy** – Personal Data shall be accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that Personal Data

that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without undue delay;

- **Storage limitation** – Personal Data shall be kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is Processed or any other lawful retention;
- **Integrity and confidentiality** – Personal Data shall be Processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical, physical and administrative measures.

Through this BCR-P Concentrix intends to share and specify the detail and the principles applicable to all BCR Members and provide certain group-wide standards allowing the implementation of the BCR-P. Furthermore, Concentrix may make available specific, local or sectorial policies. Should there be a contradiction between this BCR-P and such specific, local or sectorial policies, the terms of the BCR-P shall prevail, unless the contradictory provisions of such specific, local or sectorial policies are more protective of the Data Subject rights and freedom.

As the this BCR-P aims at ensuring an adequate and consistent approach throughout the entire Concentrix organisation regarding Personal Data Processing, exceptions which could result from applicable legislations are not reflected in this this BCR-P. However, this BCR-P comprises a notification mechanism in Article 13.3 where national legislation prevents a BCR Members from complying with the this BCR-P and where specific rules adding to the EU Regulation are provided by EU Member States. As a consequence, local legislation shall be considered as an enforceable exception to this BCR-P and will be recorded accordingly, following appropriate notification. As specified in Article 13.3, where this national legislation imposes a higher level of protection for Personal Data, this national legislation will take precedence over the BCR- P.

## 2. Scope

### 2.1 Material scope

This BCR-P is applicable whenever a BCR Member Processes Personal Data as Data Processor.

Due to the diverse range of activities Concentrix covers and the fact that Concentrix processes mainly Personal Data on behalf of its Clients, Concentrix may have to process various and constantly evolving categories of Personal Data, such as:

- Data relating to personal life (e.g. customer satisfaction monitoring, management of online social interactions);
- Economic and financial data (e.g. management of customer relation, fraud prevention and detection, invoicing, reporting and analytics,
- Identification data (e.g. inbound and outbound call management, management of opt-out operations, dialling & interaction routing, listening and recording interactions) ;

- Technical data (e.g. dialling & interaction routing, analytics for inbound and outbound operations, speech analytics solution); or

The material scope is more precisely detailed in **Appendix 11-B** which provides a detailed table on the Purpose of Processing and the related categories of Data Subjects and Personal data covered by the present BCR-P.

Notwithstanding the above, this BCR-P applies to the Processing of Personal Data by BCR Members acting as Data Processor, irrespective of the category and nature of such Personal Data.

BCR Members are also the Data Controller of the Personal Data of its employees as their employer. When processing Personal Data of Concentrix employees, BCR Members will comply with the BCR-C and will process Personal Data as described in the Employee Privacy Policy.

## 2.2 Geographical scope

Concentrix wants to deploy as much as possible a consistent approach within the organization where Personal Data are being Processed. Consequently, all BCR Members, whatever their location or legal jurisdiction, are subject to this BCR-P. As a principle, no transfer of Personal Data shall be carried out by any BCR Member unless and until it is bound by this BCR-P to a Concentrix entity not bound by this BCR-P. Any such Transfer cannot be carried out unless such Concentrix entity has provided sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing and obligations attached to such Processing will meet the requirements of this BCR-P and ensure the protection of the rights of the Data Subjects. The Concentrix Entity bound by the BCR-P and the Concentrix entity not bound will enter into a written agreement to guarantee this.

## 3. Binding nature

### 3.1 Upon employees of Concentrix

As protecting Personal Data is a matter of individual and organisational commitment, each employee must comply with the requirements specified under this BCR-P.

As such, the BCR-P falls within the set of policies Concentrix employees are required to comply with as part of their employment contract. Failure to comply with the principles and rules of this BCR-P may lead to disciplinary action that could result in the termination of the employment and, in certain circumstances, to criminal charges.

### 3.2 Upon BCR Members of Concentrix group

As a group, Concentrix wants to ensure that all BCR Members belonging thereto are bound in the same or a similar manner to the principles and obligations specified under this BCR-P and will comply with the requirements specified herein.

For this reason, this BCR-P is binding upon all the BCR Member by signing an Intragroup Data Transfer Agreement comprising this BCR-P as an appendix.

The list of Concentrix entities bound by this BCR-P is set out in Appendix 1 to this BCR-P. Webhelp SAS as Lead European Entity, with the assistance of the DPO, commits to keep this list up-to-date and available and to communicate it on request to the relevant parties as determined from time to time.

### 3.3 Towards Concentrixes' Data Processors

When acting on behalf of its Client as a Data Processor, BCR Members undertakes to comply with this BCR-P and to implement the requirements thereof vis-à-vis its Clients and the Clients' Data Subjects. Where BCR Members are Processing the Personal Data of Data Subjects of their Clients, BCR Members as well as each BCR Members 'employee involved in the Processing undertakes to ensure, in accordance with any Clients' instructions, the protection of the rights of such Data Subject and provide an adequate level of protection to the Personal Data it processes subject to the provision of Section 7 – Rights of Data Subjects.

Any Processing activity carried out by a BCR Member on behalf of a Client shall be governed by a written contract or other binding legal act, and shall set out (all elements of article 28 GDPR and in particular the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects and the obligations and rights of the Data Controller. In addition, this contract or other binding legal act with a Data Processor shall set out the following provisions:

1. Concentrix shall keep the Personal Data confidential, especially by ensuring that persons authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
2. Concentrix shall take appropriate technical, physical and organizational security measures to ensure an appropriate level of security to protect the Personal Data.
3. Concentrix shall not permit Sub-Processor to Process Personal Data in connection with its obligation to the Client without the prior written authorization of this latter, and shall ensure this Sub-Processor undertakes to comply with the same obligations as provided in the binding act executed between Concentrix and the Client by way of a contract or other legal act under Union or Member State law. Where the Sub-Processor fails to fulfil its data protection obligations, the initial Data Processor shall remain fully liable to the BCR Member for the performance of that other Data Processor's obligations.
4. Concentrix shall make available to the Client all information necessary to demonstrate its compliance and contribute to audits and inspections by the Client or other relevant authority.

5. Concentrix shall promptly inform the Client of any actual or suspected security breach involving Personal Data and support the Client in the notification to the relevant Supervisory Authority and communication to affected Data Subjects as the case may be.
6. Concentrix shall provide all reasonable assistance to the Client to conduct data protection impact assessment.
7. Concentrix shall provide all necessary support to the Client in regards to the handling of requests from Data Subjects relating to their rights
8. Concentrix shall comply with the Client's instructions regarding the deletion or return of the Personal Data at the termination of the contract or other legal binding act.
9. Concentrix shall immediately inform the Client if, in its opinion, an instruction infringes this BCR-P or Applicable Data Protection Legislation.

Such contract shall include this BCR-P so as to disclose and enforce the Binding Corporate Rules upon both parties; Clients are entitled to enforce any provision of this BCR-P against a BCR Member - or any BCR Member with delegated responsibility.

## **4. Principles for processing personal data**

When acting on behalf of its Clients as a Data Processor, BCR Members shall comply with the principles defined hereunder. In any case, the Client shall be responsible for all Personal Data Processing, whatever the origin of the Personal Data, conducted in accordance with the Applicable Data Protection Legislation, and the Service Agreement between Concentrix and the Client.

### **4.1 Transparency, fairness and lawfulness**

Where acting as Data Processor, BCR Members commits to (1) provide sufficient guarantees and to implement appropriate technical and organisational measures in a manner that the Processing will meet the requirements of this BCR-P (2) cooperate with the Data Controller, within a reasonable time and to the extent reasonably possible, and to assist the Client to comply with the Applicable Data Protection Legislation. As Data Controller, BCR Members' Client remains responsible for ensuring that the Processing it requests from Concentrix is actually compliant with the Applicable Data Protection Legislation.

Taking into account the nature of the processing and the information available, BCR Members, through the Data Processing Standard Appendix completion, shall assist the Client where the Client believes a data protection impact assessment is required based on the nature, scope, context and purposes of the processing. To the extent the Client requires additional assistance to carry out a data protection impact assessment, to reply to investigations and enquiries of the data protection authorities or to seek prior consultation of the Supervisory Authority, BCR Members will, taking into account the nature of Processing and the information available to them, provide assistance to the Client through the Data Controller Audit Program.

In addition, BCR Members shall ensure that Personal Data of the Client stored on production systems will be processed by Concentrix in accordance with article 28.3



(g) of the EU Regulation, upon termination of the Services Agreement. Unless any Applicable Data Protection Legislation or any other Service Agreement requires storage of the Personal Data and subject to the Data Controller's written request, Personal Data stored on production systems shall be, at the choice of the Data Controller, deleted or returned, upon termination of the Services Agreement. BCR Members will, within the time frame agreed with the Data Controller, have to warrant and guarantee the confidentiality of the Personal Data transferred by the Client and that BCR Members will not actively process the Personal Data transferred anymore. Data Controller acknowledges that this deletion or restitution of Personal Data (i) shall be strictly limited to Personal Data provided by the Data Controller and stored by Concentrix, acting as a Processor, at the moment of the request and (ii) shall take into consideration backup storage requirements and security policies and standards.

Moreover, where a BCR Member has reasons to believe that applicable legislation prevents this BCR Member from fulfilling its obligations under this BCR-P or has substantial effect on the guarantees provided by the BCR-P, this BCR Member will promptly inform the DPO, Webhelp SAS and the other relevant Local Privacy Leader as well as Clients as provided in Article **Erreur! Source du renvoi introuvable.** (except where prohibited by applicable local legislation or a law enforcement authority, such as prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). In such case, the Client is entitled to suspend the transfer or the Processing activities at hand and / or to terminate the contract.

## 4.2 Purpose limitation

Concentrix undertakes to abide by a general principle of purpose limitation according to which it will only process the Personal Data on behalf of its Client and in strict compliance with its documented instructions where acting as Data Processor. BCR Members shall immediately inform the Client if in its opinion an instruction infringes the Applicable Data Protection Legislation.

More particularly, BCR Members undertake to process Personal Data on behalf of its Client:

- for the sole purposes expressed by such Client;
- under the conditions agreed between Concentrix and its Client under the Service Agreement; and
- for no longer than what is expressly prescribed by the Client of the BCR Member.

In the event a BCR Member would not be able to provide such compliance, it undertakes to promptly inform its Client, the DPO and the relevant Local Privacy Leader of its inability to comply. Such information from the BCR Member to its Client shall be made without delay and as soon as such BCR Member is aware that such compliance is not reachable. In such a case, the Client would then be entitled to suspend the transfer of Personal Data to the BCR Member or the Processing activities at hand and / or to terminate the contract.

### **4.3 Data quality**

BCR Members undertake to help and assist the Client to comply with the Applicable Data Protection Legislation.

In particular, BCRC Members will assist its Clients in enabling Data Subjects to exercise their rights by executing any necessary measures requested by its Clients in order to have the Personal Data updated, corrected or deleted or any other right the Data Subject may enforce.

In such event, the BCR Member will inform each relevant BCR Member (or Concentrix Affiliate not bound by the BCR) to whom the Personal Data have been disclosed of any correction, deletion or anonymization of personal data.

On request by its Clients and when feasible, BCR Members will also implement measures in order to have the Personal Data deleted or anonymised from the moment the identifiable form of such data is no longer necessary.

### **4.4 Record of processing activities**

When acting as a Processor, BCR Members shall maintain a record of all categories of Personal Data Processing activities carried out on behalf of a Data Controller, that should at least mention:

1. The name and contact details of BCR Members and of the Data Controller(s) on behalf of which Concentrix is acting;
2. The categories of Processing carried out;
3. The potential transfers of Personal Data to a third country or an international organisation;
4. A general description of the technical and organisational security measures to ensure a level of security appropriate to the risk of the Processing.

### **4.5 Security**

Where acting as Data Processor, BCR Members commit to comply with all appropriate technical and organizational measures to ensure a level of security appropriate to the risks presented by the Processing, meeting at least the requirements of the Applicable Data Protection Legislation, and in particular article 32 GDPR and any existing particular measures specified in the Service Agreement with the Client.

BCR Members shall notify the Client without undue delay after becoming aware of a Personal Data breach and shall comply with the applicable Personal Data Breach procedure adopted by BCR Members in cooperation with the Data Controller.

### **4.6 Rights of the Data Subjects**

BCR Members undertake to execute any necessary measures requested by the Client and communicate any useful information in order to help such Client comply

with its duty to observe the rights of the Data Subjects as further detailed under Section 7 of this BCR-P.

Taking into account the nature of the processing and the information available to the Processor, BCR Members shall provide assistance and cooperation to the Client, insofar as this is possible and agreed with the Client, for the fulfilment of the Client's obligation to respond to requests. BCR Members shall follow the Procedure for Data Subjects' requests where acting as Data Processor annexed to this BCR-P.

Where a BCR Member receives a request from Data Subjects to exercise their rights, such BCR Member shall inform the Client and the latter shall respond to the request. In accordance with Applicable Data Protection Legislation, Client is liable for handling such request. The BCR Member shall only be responsible for following its Client's further Instructions regarding how to handle such request and to cooperate with the Client for handling these requests.

#### **4.7 Sub-Processing and onward transfers**

BCR Members or third-party providers may Sub-process Personal Data in accordance with the provisions of the Service Agreement as agreed with the Client. The Sub-Processors shall provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Data Processing will meet the requirements of the Applicable Data Protection Legislation, this BCR-P and any applicable Data Processing Agreement.

BCR Members will not use a Sub-Processor without having first a written authorization from the Controller. When given a general authorisation to use Sub-Processors, the relevant BCR Member will inform the Client of any intended changes concerning the addition or replacement of any Sub-Processor and shall give the Client the opportunity to object to such changes and to terminate the applicable order form(s) as described here after and in the Service Agreement and Data Processing Agreement. Provided that the terms of the applicable Service Agreement and Data Processing Agreement and/or order form(s) do not deprive the Data Controller of the right to object or terminate the services, the Data Controller may, by providing written notice to the relevant BCR Member, terminate the applicable order form(s) with respect to those Services which cannot be provided by the BCR Member without the use of the objected new Sub-Processor.

Sub-Processor shall be bound by way of a contract or other legal act that requires such Sub-Processor to comply with terms and obligations at least as stringent and that offer at least the equivalent level of protection than those described in the Data Protection Legislation, in this BCR-P and in a Data Processing Agreement. The Client may reasonably require the BCR Member to communicate the list of Sub-Processors authorised to Process Personal Data. The contract shall precise the purposes of the Processing, its nature, the categories of Personal Data Processed and the categories of Data Subjects.

In case of a legal obligation to disclose Personal Data with the competent authorities, the involved BCR Members must notify Webhelp SAS and the DPO. Webhelp SAS commits to notify the relevant EEA Supervisory Authority and unless otherwise prohibited the Client about this disclosure without undue delay and to comply with the Data minimisation principle. The BCR Member shall precise which Data Subjects are concerned by the disclosure, which authority is asking for this

disclosure and on which legal basis it is based on. In any case, BCR Members commit not to transfer Personal Data to public authorities in a massive and disproportionate way. In that same case, BCR Members commit to notify the Client about the disclosure. Any notification to a BCR Member and planned notification to EEA Supervisory Authorities are subject to the mechanism and provisions of Article 13.3 below.

In addition, each BCR Members shall ensure and verify that all of its Sub-Processors and, in particular any other BCR Members involved in the Processing of Personal Data, have been duly approved by the Client, either by a general or specific written authorisation.

## **5. Processing sensitive data**

BCR Members undertake to comply with the provisions of Article 4 – Principles for Processing Personal Data and acknowledges that Sensitive Personal Data requires the implementation of specific protection as such Personal Data could create significant risks in relation to fundamental rights and freedoms of Data Subjects.

Where BCR Members are required by their Client to Process Sensitive Personal Data, BCR Members may be required to implement additional technical, physical and administrative security measures and controls.

It will be BCR members' Client responsibility to define what measures should be implemented in this respect and to ensure that the requirements of the Applicable Data Protection Legislation and, where applicable, of any other sectorial applicable framework adopted by EEA Supervisory Authorities, are met.

For the sake of clarity, where it Processes Sensitive Personal Data as Data Processor, BCR Members shall in no event be responsible for ensuring that the Processing relies on one of the legal bases defined in the above Article 4 – Principles for Processing Personal Data.

## **6. Transfer of Personal Data to third countries and restriction on onward Transfer to non BCR Members**

### **6.1 Transfers and onward Transfers of Personal Data**

In the course of their business, BCR Members may process Personal Data on behalf of its (or their) Client(s). Such BCR Members or Client(s) may be located outside the European Economic Area (hereinafter "EEA"), and thus entail Transfers of Personal Data. In such a case, this BCR-P applies to:

- Personal Data received from a Client acting as Data Controller and located within the EEA which is then processed by BCR Members, acting as Data Processors on behalf of this Client; and

- Transfers of Personal Data from a BCR Member acting as Data Processor on behalf of a Client and located within the EEA to another BCR Member outside of the EEA, acting as Data Processor.

Otherwise where Personal Data is transferred, Concentrix will implement specific guarantees in order to ensure that the Personal Data transferred benefit from an adequate level of protection as further detailed below:

- Transfers of Personal Data from a BCR Member acting as Data Processor to an Affiliate of Concentrix (not bound by the BCR-P) or to third parties located outside of the EEA (more, specifically in a non-EEA country that has been granted an adequacy decision by the EU Commission) acting as Data Processor will be supported by a written agreement including the applicable standard contractual clauses adopted by the competent EEA Supervisory Authority and/or the EU Commission (such as the EU Commission SCCs on Transfers (914/2021), Module 3 Processor to Processor) provided that the Data Controller allowed Concentrix to proceed to such Transfer on its behalf including any onward transfer; or;
- Transfers of Personal Data from a BCR Member acting as Data Processor to an Affiliate of Concentrix (not bound by the BCR-P) or to third parties located outside of the EEA (more, specifically in a non-EEA country that has been granted an adequacy decision by the EU Commission) as Data Controller will be supported by a written agreement including the applicable standard contractual clauses adopted by the competent EEA Supervisory Authority and/or the EU Commission (such as the EU Commission SCCs on Transfers (914/2021), Module 4 Processor to Controller) provided that the Data Controller allowed Concentrix to proceed to such Transfer on its behalf, including any onward transfer.
- In the absence of an adequacy decision or appropriate safeguards as described above, Transfers may exceptionally take place if a derogation applies in line with Article 49 GDPR and shall, where relevant be occasional and not repetitive.
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In any event, BCR Members acting as Data Processor commit not to Transfer Personal Data to third parties which are not part of the Concentrix Group without ensuring first that an adequate level of protection in line with the one provided by the GDPR will be granted to the Personal Data transferred so as to ensure that the level of protection of Data Subjects guaranteed under the GDPR is not undermined.

For the sake of clarity, where a BCR Member acts as Data Processor, it will only proceed with the Transfer under documented instructions from the Data Controller, unless required to do so by Union or Member State law to which that BCR Member is subject. In such a case, the BCR Member shall inform the Data Controller of that legal requirement before Processing the Personal Data, unless that law prohibits such information on important grounds of public interest as recognized in Union law or in the law of the Member State to which the Data Controller is subject.

## **6.2 Obligation of the Data Importer in case of government access request**

Without prejudice to the obligation of the BCR Member acting as Data importer to inform the Data Exporter of its inability to comply with the commitments contained in the BCR-P (Article 13.3 below), BCR Member acting as Data Importer will promptly notify the Data Exporter and, where possible, the Data Subject (if necessary with the help of the Data Exporter) if it:

- Receives a legally binding request by a public authority under the laws of the country of destination, or of another third country, for disclosure of Personal Data transferred pursuant to the BCR-P. Such notification will include information about the Personal Data requested, the requesting authority, the legal basis for the request and the response provided;
- Becomes aware of any direct access by public authorities to Personal Data transferred pursuant to the BCR-P in accordance with the laws of the country of destination. Such notification will include all information available to the Data Importer.

If prohibited from notifying the Data Exporter and / or the Data Subject, the Data Importer will use its best efforts to obtain a waiver of such prohibition, with a view to communicate as much information as possible and as soon as possible, and will document its best efforts in order to be able to demonstrate them upon request of the Data Exporter.

The Data Importer will provide the BCR Member acting as Data Exporter, at regular intervals, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority or authorities, whether requests have been challenged and the outcome of such challenges, etc.). If the Data Importer is or becomes partially or completely prohibited from providing the Data Exporter with the aforementioned information, it will, without undue delay, inform the Data Exporter accordingly.

The Data Importer will preserve the above mentioned information for as long as the Personal Data are subject to the safeguards provided by the BCR-P, and shall make it available to the Competent Supervisory Authority upon request.

The Data Importer will review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and will challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law, and principles of international comity.

The Data Importer will, under the same conditions, pursue possibilities of appeal.

When challenging a request, the Data Importer will seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It will not disclose the Personal Data requested until required to do so under the applicable procedural rules.

The Data Importer will document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the Data Exporter. It will also make it available to the Competent Supervisory Authority upon request.

The Data Importer will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

In any case, Transfers of Personal Data by a BCR Member to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society (see Article 12.3 of the BCR-P in this regards).

## 7. Rights of Data Subject

### 7.1 Third Party beneficiary Rights

Where a BCR Member acts as a Data Processor on behalf of its Clients, Data Subjects may exercise their rights regarding the Processing of their Personal Data against the BCR Member's Clients.

However, where the request of Data Subjects concerns requirements imposed on Data Processors, Data Subjects shall at least be able to enforce the following rights directly against BCR Members:

- Duty to respect the instructions from the Data Controller regarding the Personal Data Processing including for Transfers of Personal Data to third countries (Articles 4.2 and 6 );
- Duty to implement appropriate technical and organisational security measures and duty to notify any Personal Data Breach to the Data Controller (Articles 4.5, 4.7 and 3);
- Duty to comply with the conditions when engaging a Sub-Processor that BCR Members or (Article 4.7);
- Duty to cooperate with and assist the Data Controller in complying and demonstrating compliance with the law such as for answering requests from Data Subjects in relation to their rights (Articles 4.6 and 4.7);
- Easy access to the BCR-P on Concentrix website (currently at [www.concentrix.com](http://www.concentrix.com));
- Right to complain through internal complaint mechanisms (Article 8);
- Duty to cooperate with the EEA Supervisory Authority (article 13.4);
- Liability, compensation and jurisdiction provisions (Article 9);
- National legislation preventing respect of the BCR-P (Articles 4.1, 6.2 and 13.3);
- Duty to ensure the enforceability of third-party beneficiary rights (Article 7).

In any case, Data Subjects are:

- Entitled to seek judicial remedies for any breach of the rights guaranteed under this BCR-P and/or Applicable Data Protection Legislation (Article 9);
- Entitled to obtain redress and where appropriate receive compensation for a damage (including material harm but also any distress) resulting from the violation of the BCR-P by any BCR Member (Article 9);
- Entitled to lodge a complaint before the EEA Supervisory Authority or courts competent for the Client located in the EEA (Articles 7.1. and 7.2).

Without prejudice to further recourses of Concentrix, where the Data Processor and the Data Controller involved in the same Processing are found responsible for any damage caused by such Processing, the Data Subject shall be entitled to receive compensation for the entire damage directly from the BCR Member acting as Data Processor.

In the event where it can be evidenced that the Client has factually disappeared or no longer exists in law or has become insolvent and that no other entity has assumed the legal obligations to recover the Client's obligations, Data Subjects are hereby expressly entitled to exercise the following rights and to bring a claim directly against the BCR Member acting as Data Processor and bound by a Service Agreement with the Client:

- Duty to comply with the enforceable elements of the BCR-P (Articles 3.1 and 3.2)
- Duty to ensure the enforceability of third-party beneficiary rights (Article 7);
- The endorsement by Webhelp SAS of i) liability for paying compensation and to remedy any non-compliance with the BCR-P by a BCR Member located outside the EEA resulting in a recoverable damage, as well as ii) the liability for demonstrating the relevant BCR Member is not liable for the alleged violation of the BCR-P which has resulted in the damages claimed by the Data Subject (Article 7.2)
- Easy access to the BCR-P on Concentrix website (currently at [www.concentrix.com](http://www.concentrix.com));
- Right to complain through the internal complaint mechanism of the companies (Appendix 5 – Article 3.1);
- Cooperation duties with EEA Supervisory Authority (Article 13.4);
- Duty to cooperate with the Data Controller (Article 4.1);
- Duty to comply with the principles for Processing Personal Data listed under Article 4;
- To make available and update the list of entities bound by the BCR (Appendix 1); and
- National legislation preventing respect of BCR-P (Article 13.3);

A BCR Member accepts that Data Subjects may be represented by a not-for-profit body, organisation or association to lodge the complaint on his or her behalf, to exercise the rights enumerated above. Such body, organization or association shall have been properly constituted in accordance with the law of a Member State, have statutory objectives which are in the public interest, and be active in the field of the protection of Data Subjects' rights and freedoms with regard to the protection of their Personal Data.

For the sake of clarity, it is specified that the third party beneficiary rights above described do not extend to those elements of the BCR-P pertaining to internal mechanisms implemented within entities, such as details of training, audit programme, compliance network, and mechanism for updating the BCR-P.

**Please note that without prejudice to the present Article 7, Concentrix encourages Data Subjects to use the internal complaint mechanism described in Article 8 of the BCRs-C provided below.**



## **7.2 Right to lodge a complaint and obtain judicial remedy, redress and compensation where a BCR Member outside the EEA does not comply with the BCR-P**

Where a BCR Member outside of the EEA does not comply with the BCR-P, Webhelp SAS (1) endorses responsibility for any damages resulting from the non-compliance with the BCR-P, including payment of compensation when granted by the competent court and (2) agrees to take the necessary actions in order to remedy the acts of such other BCR Member.

In such circumstances, Webhelp SAS also acknowledges that the Data Subject shall be entitled to:

- lodge a complaint with a Supervisory Authority where he/she has his/her place of residence, place of work or where the BCR Member with delegated responsibility is established; and/or;
- an effective judicial remedy where the Data Subject considers that the Processing of Personal Data relating to him or her carried out by any BR Member acting as Data Processor infringes this BCR-P. BCR Members acknowledges that such claim can be brought either before the Member State where the BCR Member responsible for the non-compliance is established or before the court where the Data Subject has his or her habitual place of residence.

Webhelp SAS will be responsible for demonstrating that such BCR Member outside the EEA is not liable for any violation of the rules specified under this BCR-P and which has resulted in the Data Subject claiming damages. In the event Webhelp SAS can demonstrate that the other BCR Member located outside the EEA was not responsible for the act, then it can discharge itself from any responsibility.

Where the Controller can demonstrate that it suffered damage and evidences that it is likely that the damage has occurred because of a breach of this BCR-P by a BCR Member outside the EEA, Webhelp SAS will be responsible for demonstrating that the BCR member outside the EEA or the external Sub-Processor outside the EEA was not responsible for the BCR-P breach that gave rise to the damages at hand or that no such breach took place.

## **7.3 Data Subjects' Rights**

Data Subjects are entitled to benefit from the following rights:

- Have access to the Personal Data relating to him/her and Processed by a BCR Member;

- Request the rectification or deletion of any inaccurate or incomplete Personal Data relating to him/her, and of any Personal Data with respect to which the purpose of Processing is no longer legal or appropriate;
- Request that the Personal Data Processing relating to him/her be limited;
- Object to the Processing of their Personal Data by a BCR Member where such Processing is necessary for the purposes of the legitimate interests pursued by the Data Controller, for legitimate interests purposes, including profiling at any time, on grounds relating to their personal individual situation, unless the interests pursued by the Client, acting as a Data Controller, override the interests rights and freedoms of the Data Subjects;
- Object to the Processing of their Personal Data by a BCR Member where such Processing is necessary for the purposes of the legitimate interests pursued by the Data Controller or by a third party, for marketing purposes, including profiling; and
- Receive their Personal Data in a structured, commonly used, machine-readable format and interoperable when the Processing is carried out by automated means

Where a BCR Member is acting as Data Processor and receives a request from Data Subjects to exercise their rights, BCR Member shall inform its Client and the latter shall respond to the request. A BCR Member shall only be responsible for following its Client's further instructions regarding how to handle such request. BCR Members will execute any necessary measures asked by the Client to have the Personal Data updated, corrected, deleted or anonymised from the moment the identification form is not necessary anymore. BCR Members shall communicate these instructions to any relevant BCR Member to whom the Personal Data have been disclosed. BCR Members will also execute any appropriate technical and organizational measures, insofar as this is possible, following the Clients' instructions, for the fulfilment of its obligation to respond to the requests, including by communicating any useful information. Where the Client has disappeared, or has ceased to exist or has become insolvent, the relevant BCR Member shall then handle such request directly to the extent possible and in accordance with the procedure it has adopted.

## 7.4 Exercising Data Subjects' Rights

Data Subjects are entitled to enforce this BCR-P as third-party beneficiaries, and to exercise their rights with respect to the Processing of their Personal Data by any BCR Member acting as Data Processor. The BCR Member shall ensure that any request or complaint from Data Subject in relation to the exercise of their rights ("**Requests**") is addressed in a timely manner.

Data Subjects can make a request verbally or in writing. BCR Members will provide Data Subjects with accessible means to exercise their rights and, in particular:

1 - A single dedicated contact email to be used irrespective of the country a Data Subject is located in:

[dpo@concentrix.com](mailto:dpo@concentrix.com)

Local emails can be used in order to take into account local specificities, such as language.

To reach out your local privacy contact, please refer to Appendix 01 - List of Concentrix entities bound by the BCR-P and local Privacy email contacts.

2 - Single portal with Concentrix DPO email address accessible via an hyperlink on [www.concentrix.com](http://www.concentrix.com)

3 - Single dedicated postal address to be used irrespective of the country a Data Subject is located in:

Group Data Privacy Officer  
Legal and Compliance Department  
3 rue d'Héliopolis  
75017 – PARIS  
FRANCE

The DPO, or any other individual or entity, internal or external, appointed by the DPO for the purpose of managing the Requests, shall (i) ensure that they have obtained the minimum required information from the concerned Data Subject to address his/her Request (ii), if deemed necessary, obtain as much information as possible to enable the Request to be duly handled.

If there is a doubt about the identity of the individual making the request, mainly when using distance communication means, a BCR Member may be required to ask for more information regarding the Data Subjects. Information collected shall be (i) limited to information that is necessary to confirm who the individual making a request is and (ii) shall not be collected when products or services provided by a BCR Member or its Clients are not delivered under the real identity of the user. Proportionality shall always be assessed by the Data Controller.

In any case, the response to a Data Subject must occur within 1 month at the latest after receiving the Request. Taking into account the complexity and number of the requests, that one-month period may be extended at maximum by two further months, in which case the complainant should be informed accordingly (as detailed in Appendix 6).

Where the Data Subject is not satisfied with the initial response provided by the BCR Member such Data Subject shall be entitled in any case to immediately ask for his or her Request to be re-examined. Data Subject shall provide to the BCR Member a detailed explanation of the unsatisfactory provisions of the solution previously provided. The BCR Member shall take no longer than 2 months from receipt of the Request for re-examination to determine how it shall be handled and shall inform the Data Subject in writing accordingly.

If a Data Subject Request or complaint is rejected by the BCR Member or the answer does not satisfy the Data Subject or in any case, the Data Subject can contact the DPO and / or can directly lodge a complaint with a competent EEA Supervisory Authority and / or can seek judicial remedy.

Further details regarding this Article are available in the following appendix:

- **Appendix 6 - Procedure for Data Subjects' requests where Concentrix acts as Data Processor**

## 8. Data Subjects complaint handling procedure

Where a Data Subject communicates a complaint directly to a BCR Member but the Client has not ceased to exist, not disappeared or has not become insolvent at the time such request was received by the BCR Member, then the BCR Member commits to inform the Client about such request without delay and in accordance with the procedure defined under **Appendix 6 - Procedure for Data Subjects' requests where Concentrix acts as Data Processor**.

In such a case, the BCR Member undertakes to communicate any relevant information it receives from the Data Subject to the Client and agrees to expressly indicate to the Client that it is the Client's responsibility to handle such complaint.

Concentrix is not responsible for handling complaints made by Data Subjects when acting as Data Processor. However, in the event the Client has factually disappeared, ceased to exist in law or become insolvent, then BCR Members undertake to handle complaints from Data Subjects pursuant to the same procedure as specified under Article 8 of the BCR-P. In this case, BCR Members acknowledge that Data Subjects remain entitled to lodge a claim before an EEA Supervisory Authority and / or to seek judicial remedy. BCR Members further acknowledge that such rights is not dependent on the Data Subjects having used the complaint handling process beforehand, although Data Subjects re encourage to do so.

## 9. External Clients' Complaints

Where a BCR Member acting as Data Processor is non-compliant with this BCR-P, Concentrix acknowledges that the Client has the right to enforce this BCR-P against the non-compliant BCR Member.

The Client shall indeed be entitled to judicial remedies and has the right to receive compensation from the BCR Member at the origin of the breach, subject to the provisions of the Service Agreement and/or the Data Processing Agreement.

## 10. Data protection governance

Concentrix has defined a Data protection organisation and governance which is further defined under Appendix 3.

BCR Members undertake to designate a Data Protection Officer, where required and in line with Article 37 GDPR, or any other person or entity (such as a Group chief privacy officer) with responsibility to monitor compliance with the BCR-P and enjoying the highest management support for the fulfilling of this task. This organisation is led by the Group Data Privacy Officer who relies on a network of privacy contact points (namely Regional Privacy Leaders, Local Privacy Leaders as

well as Business Privacy Referents) and who may be designated as DPO by the relevant BCR Member.

The DPO formally appointed with a Supervisory Authority shall directly report to the highest management level. In addition, the DPO can inform the highest management level if any questions or problems arise during the performance of their duties.

The DPO should not have any tasks that could result in conflict of interests. The DPO should not be in charge of carrying out data protection impact assessments, neither should they be in charge of carrying out the BCR audits if such situations can result in a conflict of interests. However, the DPO can play a very important and useful role in assisting the BCR Members, and the advice of the DPO should be sought for such tasks.

The roles and responsibilities of the network as well as its working governance are further defined under **Appendix 3 – Data Protection organization and governance**

In addition, the DPO can inform the highest management level if any questions or problems arise during the performance of their duties.

The DPO and the Regional and/or Local Privacy Leaders may be contacted at the contact details described in Article 7.4 of the BCR-C and at the local privacy contacts provided in Appendix 01 of the BCR.

## 11. Training and awareness

Protecting Personal Data is not only a matter of compliance with privacy laws but is part of the embodiment of Concentrix core values. In this context, fostering a privacy culture within the group is essential to make all employees, trainees, and other persons whose conduct in the performance of work is under the direct control of BCR Members accountable for the protection of Personal Data Processed as part of their operations.

Therefore, this BCR-P shall be properly implemented within the whole organisation. To this end, BCR Members have adopted a privacy training program which aims at ensuring that Concentrix employees, trainees, and other persons whose conduct, in the performance of work is under the direct control of BCR Members, are actually aware of the obligations, principles and procedures specified under this BCR-P. In addition to the key GDPR principles and obligations, the training and awareness programme shall cover, among others, procedures for managing requests for access to personal data by public authorities

Such training is aimed at: (i) individuals having permanent or regular access to Personal Data; (ii) individuals involved in the collection of Personal Data; and/or (iii) individuals involved in the development of tools used to process Personal Data.

The training material shall be up-to-date and regularly reviewed, at least annually or upon significant changes in the applicable Data Protection Legislation, in order to ensure it reflects the latest version of the BCR-P.

The training program will aim at providing:

- A basic level of core knowledge regarding the applicable principles when Processing Personal Data and a good understanding of the existing procedures and their implementation; and,
- Specific training adapted to the different functions within the organisation.

In this regard it is reminded that BCR Members acknowledge no transfer can be made under the BCR-P to another BCR Member, unless the latter is effectively bound by the BCR-P and appropriate training on the BCR-P can effectively be provided to the employees of the respective BCR Member.

BCR Members undertake to ensure that all Concentrix employees, trainees, and other persons whose conduct, in the performance of work is under the direct control of BCR Members, take the training upon arrival and subsequently complete a refresh every year.

Further details regarding this Article are provided in the following appendix:

- **Appendix 04 – Privacy awareness and training program**

## 12. Privacy by design/privacy by default

Where acting as Data Processor, BCR Members shall follow any reasonable instructions from the Client to allow the latter to comply with its obligations attached to Privacy by design and Privacy by default.

## 13. Transparency and cooperation

### 13.1 Communication of the BCR-P

BCR Members commit to ensure that all Data Subjects will be provided with information on their third-party beneficiary rights, with regard to the Processing of their Personal Data, and on the means to exercise those rights. Such information is described in Article 7 of the BCR-P.

Concentrix will openly communicate this BCR-P to the Data Subjects and make it easily accessible to any individual. Such communication shall allow any Data Subject to obtain a copy of this BCR-P with no undue delay and in an open format.

In addition, a public version of the latest version of the present BCR-P shall be available at any time to Data Subjects on Concentrix website [www.concentrix.com](http://www.concentrix.com). Data Subjects may also request a copy of the BCR-P by contacting the DPO at [dpo@concentrix.com](mailto:dpo@concentrix.com).

The public version of the BCRs-P shall at least contain the following information:

- A description of the scope of the BCR-P (Article 2 of the BCR-P),
- The clause relating to the Group's liability (Article 7 of the BCR-P),
- The clauses relating to the data protection principles (Article 4, and 5 of the BCR-P),
- Security and personal data breach notifications (Article 4.5 of the BCR-P),
- Subprocessor and restrictions on onward transfers (Article 4.7 and Article 6 of the BCR-P), and
- The clauses relating to the rights of the data subjects (Article 7, 8 and 13 of the BCR-P).

This information should be up-to-date, and presented to Data Subjects in a clear, intelligible, and transparent way. This information should be provided in full, hence a summary hereof will not be sufficient.

The public version shall also include all required policies and procedures attached to the BCR-P as an Appendix, especially for BCR-P:

- Appendix 01 - A List of BCR Members bound by the BCR-P and local privacy email contacts
- Appendix 02 Definitions for BCR and Procedures
- Appendix 06 Procedure for Data Subjects' requests where Concentrix acts as Data Processor
- Appendix 11-B BCR-P material scope: List of Purposes of Processing and related Categories of Personal Data and Data Subjects

The other Appendices are either not applicable to the BCR-P or are internal processes not relevant for Data Subjects to understand and/or exercise their rights.

This above requirements will be met by ensuring that that a simplified public version of the BCR-P containing all information previously listed is available on Concentrix website ([www.concentrix.com](http://www.concentrix.com)).

Where acting as Data Processor, BCR Members commit to share this BCR-P with its Clients and shall include this BCR-P in the Service Agreement in order to disclose and enforce the BCR-P. In any case, where acting as Data Processor, as mentioned under Article 3 and 4 of this BCR-P, BCR Members shall commit to comply with the BCR-P in relation to the Processing of its Clients' Personal Data.

## 13.2 Information to Data Subjects

Where it is acting as Data Processor, BCR Members are responsible for providing its Clients with relevant information enabling them to provide Data Subjects with relevant information required under Applicable Data Protection Legislation.

However, BCR Members will not be responsible for providing mandatory information to Data Subjects as required under Applicable Data Protection Legislation as BCR Members' Clients are solely responsible in this respect.

## 13.3 Inconsistencies with local legislations & practices affecting compliance with BCR-P

BCR Members commit to use the BCR-P as a tool for Transfers only where they have assessed that the law and practices in a Non-Adequate third country of destination applicable to the Processing of the Personal Data by the BCR Member acting as Data Importer, including any requirements to disclose Personal Data or measures authorising access by public authorities, do not prevent it from fulfilling its obligations under these BCR-P.

Such commitment is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms, and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the below listed purposes are not in contradiction with the BCR-P:

- (a) national security, and/or,
- (b) defence, and/or
- (c) public security, and/or
- (d) the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security; and/or
- (e) other important objectives of general public interest of the Union or of a Member State, in particular an important economic or financial interest of the Union or of a Member State, including monetary, budgetary and taxation matters, public health and social security; and/or
- (f) the protection of judicial independence and judicial proceedings; and/or
- (g) the prevention, investigation, detection and prosecution of breaches of ethics for regulated professions; and/or
- (h) a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority in the cases referred to in points (a) to (e) and (g); and/or
- (i) the protection of the Data Subject or the rights and freedoms of others; and/or
- (j) the enforcement of civil law claims.

In assessing the laws and practices of the Non-Adequate Third Country which may affect the respect of the commitments contained in the BCR-P, the BCR Members shall take due account, in particular, of the following elements:

- **The specific circumstances of the Transfers** or set of Transfers, and of any envisaged onward Transfers within the same third country or to another Non-Adequate Third country, including:
  - purposes for which the Personal Data are transferred and Processed (e.g. storage, IT support, business process outsourcing services such as customer support on behalf of Client);
  - types of entities involved in the Processing (the Data Importer and any further recipient of any onward Transfer);
  - economic sector in which the Transfer or set of Transfers occur;
  - categories and format of the Personal Data Transferred;
  - location of the Processing, including storage; and
  - transmission channels used.



- **The laws and practices of the third country of destination** relevant in light of the circumstances of the Transfer, including those requiring to disclose data to public authorities or authorising access by such authorities and those providing for access to these Personal Data during the transit between the country of the Data Exporter and the country of the Data Importer, as well as the applicable limitations and safeguards.
- **Any relevant contractual, technical or organisational safeguards** put in place to supplement the safeguards under the BCR-P, including measures applied during the transmission and to the Processing of the Personal Data in the country of destination.

Considering the above, where a BCR Member has reasons to believe that its local legislation prevents it from fulfilling its obligations under this BCR-P, including any of the Processing principles detailed in Article **Erreur! Source du renvoi introuvable.** above and has a substantial effect on the guarantees provided herein, then such BCR Member must promptly inform (i) its Client(s), (ii) Webhelp SAS, (iii) the EU BCR Member with delegated data protection responsibilities and (iv) the DPO or the relevant Local Privacy Leader / other privacy function.

Where a BCR Member is acting as Data Processor, it also undertakes to promptly notify the data protection authority competent for its Client in such a case.

Where the relevant BCR Member contact point(s) ha(s)ve been informed according to the above-mentioned notification mechanism, Webhelp SAS will notify the competent EEA Supervisory Authority. In such as case, Webhelp SAS commits to notify the relevant competent EEA Supervisory Authority about this legal requirement without undue delay and, in the event such legal requirements mandates the disclosure of Personal Data by the BCR Member at hand, to disclose only the necessary Personal Data in accordance with the relevant local legislation. BCR Members shall specify which Data Subjects may be concerned by this legal requirement or disclosure, which authority is asking for this disclosure and on which legal basis it is based on. In any case, BCR Members commit not to Transfer Personal Data to public authorities in a massive, indiscriminate and disproportionate way.

If a BCR Member is legally prohibited from carrying out such notification, it should use its best efforts to waive this prohibition in accordance with the applicable local legislation. Webhelp SAS and this BCR Member shall use their best efforts to circumvent such prohibition to notify the Client and the relevant EEA Supervisory Authorities. To demonstrate its best effort to waive the prohibition, BCR Members shall document the action taken to this end and make it available to the relevant EEA Supervisory Authority. Where it is not possible to circumvent such prohibition, Webhelp SAS must provide annual general information regarding the numbers of disclosure of Personal Data to the relevant authorities (e.g. number of applications for disclosure, type of data requested, requester if possible, etc.).

In addition, where a BCR Member is subject to EU Member States national legislation adding some requirements or modalities which may have an impact on Processing carried out by a BCR Member under this BCR-P, this BCR Member shall promptly inform Webhelp SAS and document the complementary requirements applicable under this national legislation. Where this national legislation imposes

a higher level of protection for Personal Data, this national legislation will take precedence over the BCR-P.

Where a BCR Member located outside of the EEA has reasons to believe that it is or has become subject to laws or practices not in line with the above-mentioned assessment, it must promptly notify the Client or the EU BCR Member, acting as Data Processor on behalf of that Client, which shall forward the notification to the Client. Following the notification, the Client and/or the EU BCR Member acting as Data Processor must promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted to address the situation. If no appropriate safeguards for such Transfer can be ensured, the Transfer shall be suspended. In that event, the Client and/or the EU BCR Member shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these BCR-P. If the contract involves more than two parties, the Client and/or the EU BCR Member may exercise this right to termination only with respect to the relevant BCR Member not able to grant an adequate level of protection to Personal Data, unless the parties have agreed otherwise.

### **13.4 Duty to cooperate**

In any event, BCR Members agree to cooperate with EEA Supervisory Authorities, including by accepting to be audited or inspected (onsite or remotely) by such Supervisory Authorities, to take into account the advice, and to abide by decision of the competent EEA Supervisory Authority that may be provided in relation to this BCR-P. BCR Members acknowledge and agree that the competent Supervisory Authority powers and audit rights cannot be limited, in particular in relation to the practical audit conducted by such Supervisory Authority.

Where acting as Data Processor, BCR Members commit to cooperate within a reasonable timeframe and to the extent reasonably possible with its Clients and to assist them to comply with the Applicable Data Protection Legislation. BCR Members shall also ensure that any Sub-Processor it uses to Process Personal Data is bound to comply with the same duty to cooperate and assist BCR Members and, as necessary, the Data Controller.

BCR Members, and where applicable, their respective representative shall make available to the EEA Supervisory Authority, upon request, any information about the processing operations covered by the BCR-P, such as the records of processing activities.

Any dispute related to the competent Supervisory Authority's exercise of supervision of compliance with the BCR-P will be resolved by the courts of the Member State of that Supervisory Authority, in accordance with that Member State's procedural law. The BCR Members agree to submit themselves to the jurisdiction of these courts.

## **14. Audit programme covering the BCR**

Each BCR Member acting as Processor shall be responsible for and able to demonstrate compliance with the BCR-P. To his end, and in addition with the

requirements set out in Article 4.4 (Record of Processing Activities), and Article 4.5 (Security), BCR Members shall comply with the following requirement regarding data protection audit programme.

BCR Member commit to develop and integrate into its audit program the review of its compliance with this BCR-P. The audit program will enable to define:

- a reasonable frequency according to which audits shall be carried out;
- the expected scope of the audit; and
- the team in charge of the audit.

The audit procedure is detailed in **Appendix 7 – Procedures for Data Privacy Audits**. The audit covers all aspects of this BCR-P (for instance, applications, IT systems, databases that process personal data, or onward transfers, decisions taken as regards mandatory requirements under national laws that conflict with the BCR-P, review of the contractual terms used for the transfers out of the Group to Processors, corrective actions, etc.), including methods and action plans ensuring that corrective actions will take place. However, such audit programme does not necessarily need to monitor all aspects of the BCR-P each time a BCR Member is audited, as long as all aspects of the BCR-P are monitored at appropriate regular intervals for that BCR Member.

BCR Members commit to have audits conducted on a regular basis (at least annually and/or if there are indications of non-compliance) to ensure verification of compliance with the BCR-P or considering the risk level of a Processing activity covered by the present BCR-P to the rights and freedoms of Data Subjects.

In addition to the regular audits, specific audits (ad hoc audits) may be requested by the DPO and/or the relevant privacy network member (e.g. the Local Privacy Leader), or any other competent function in Concentrix group such as the internal audit department. Such audits may be conducted by either internal and/or external accredited auditors advised by the DPO and/or the relevant privacy network member. The roadmap is initiated and determined by the DPO and/or the relevant privacy network member, as specified in Appendix 7. In any case, external auditors shall be independent and bound by a confidentiality obligation and/or be under an appropriate statutory obligation of confidentiality.

The DPO is responsible for determining the scope of audits to be performed. To this end, it can consult the Privacy Committee and/or entrust the internal audit team of Concentrix to determine the scope of such audit. The audit may be conducted by the Group DPO and/or the relevant privacy network members (e.g., the Local Privacy Leader) and/or by the internal audit team of the Concentrix group or any other relevant functions within Concentrix provided that:

- The persons in charge are guaranteed independence as to the performance of their duties to these audits; and
- The persons in charge of auditing compliance with the BCR-P, if such situation result in a conflict of interests.

The results of each audit will be submitted to the Group DPO and/or the relevant privacy network members (e.g., Local Privacy Leaders) and/or the Privacy Committee and/or Webhelp SAS board members for information. The final report, defect identification and remedial actions are to be shared and enforced by the Local Privacy Leader. Based on the Local Privacy Leader assessment, the report may also be shared, where appropriate, to any Business Privacy Referent, local security manager, process / system owners, Concentrix group ultimate parent's board company or the board of the relevant BCR Member subject to the audit or any other required internal employee. Remedial actions will be defined with a prioritisation to determine a schedule for implementing such measures.

Concentrix acknowledges that competent EEA Supervisory Authorities as well as BCR Members' Clients, if directly impacted by the audit, can request communication of the audit results and thus agree to grant them access thereto upon request. The results of the audit reports and relevant internal audit reports will be maintained in a form that the Supervisory Authorities located in the EEA may access them if they utilize their audit right set out below. In addition, BCR Members acting as Data Processor or Sub-Processor commits to submit, at the request of the Data Controller, to submit their data Processing facilities for audit of the Processing activities relating to that Data Controller.

BCR Members undertake to ensure that the Competent Supervisory Authorities can have access to the results of the audit upon request and shall not limit such rights, especially on grounds of confidentiality, e.g. related to the protection of business secrets

It is reminded BCR Member shall entitle any competent EEA Supervisory Authority to carry out data protection audits themselves on any issue related to the BCR-P. In this respect, each BCR Member shall permit the EEA Supervisory Authority to audit the relevant BCR Member in order that the EEA Supervisory Authority may obtain the information necessary to demonstrate BCR Member(s) compliance with this BCR-P (see also Article 13.4 above).

In addition, where a BCR Member is acting as Data Processor, its Clients can request, on a reasonable prior notice within reasonable intervals and in any case no more than once per year, and at their own cost, that Concentrix conduct audits to assess its compliance or the compliance of its sub-processors with the Service Agreement and/or the Data Processing Agreement as well as with this BCR-P.

In this event, the BCR Member shall make available to the Client all information necessary to demonstrate compliance with the Applicable Data Protection Legislation, this BCR-P and the applicable Data Processing Agreement and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in accordance with the Service Agreement.

Such Audit will comply with the procedure set forth in Appendix 07.

## **15. Change to the BCR-P**

Concentrix DPO with the support of the Local Privacy Leaders will ensure that the present BCR-P is kept up to date (for instance to take into account modifications of the regulatory environment, EU data protection authorities recommendations, or changes to the scope of the BCR-P).

In particular, the DPO shall keep up to date a list of entities bound by the BCR-P. Where any new entity of Concentrix becomes effectively bound by the BCR-P (as specified in Article 3.2), the DPO shall update the list and shall inform without undue delay all BCR Members and the relevant EEA Supervisory Authorities via the competent EEA Supervisory Authority. Such updated information will be made available to Data Subjects together with the BCR-P and via the same means.

At least once a year, or when deemed necessary by the DPO, Webhelp SAS will report such changes to the competent EEA Supervisory Authorities. The notification of such changes to EEA Supervisory Authorities will be carried out at least once a year via the competent EEA Supervisory Authority with a brief explanation of the reasons justifying the update. The Supervisory Authorities should also be notified once a year following the same process, in instances where no changes have been made.

The annual update or notification should also include the renewal of the confirmation regarding the fact that Webhelp SAS, as the Liable BCR Member made appropriate arrangements to enable itself payment of compensation for any damages resulting from the breach of the BCR-P by BCR Members outside the EEA.

To the same extent where an amendment has substantial impact on the BCR-P or on the level of protection of the rights granted by this BCR-P, Webhelp SAS, with the assistance of the DPO, undertakes to promptly inform BCR Members and EEA Supervisory Authorities.

## 16. Non-compliance with the BCR-P

By becoming a BCR Member, Data Exporter and Data Importer shall comply with the following requirements:

- No transfer is made to a BCR member unless the BCR member is effectively bound by the BCR-P and can deliver compliance.
- The Data Importer should promptly inform the Data Exporter if it is unable to comply with the BCR-P, for whatever reason, including the situations further described in Article 13.3 of the BCR-P above.
- Where the Data Importer is in breach of the BCR-P or unable to comply with them, the Data Exporter or the Client should suspend the Transfer.

The Data Importer shall, at the choice of the Data Exporter, immediately return or delete the Personal Data that has been Transferred under the BCR-P in its entirety, where:

- The Data Exporter has suspended the transfer, and compliance with this BCR-P is not restored within a reasonable time, and in any event within one month of suspension; or
- The Data Importer is in substantial or persistent breach of the BCR-P; or

- The Data Importer fails to comply with a binding decision of a competent court or Competent Supervisory Authority regarding its obligations under the BCR-P.

The same commitments should apply to any copies of the data. The Data Importer should certify the deletion of the data to the Data Exporter.

Until the data is deleted or returned, the Data Importer should continue to ensure compliance with the BCR-P.

In case of local laws applicable to the Data Importer that prohibit the return or deletion of the transferred Personal Data, the Data Importer should warrant that it will continue to ensure compliance with the BCR-P, and will only process the data to the extent and for as long as required under that local law.

For cases where applicable local laws and/or practices affect compliance with the BCR-P, see Article 13.3 of the BCR-P above.

## 17. Termination

A BCR Member acting as Data Importer, which ceases to be bound by the BCR-P may keep, return, or delete the Personal Data received under the BCR-P.

If the Data Exporter and Data Importer agree that the data may be kept by the Data Importer, protection must be maintained in line with Chapter V GDPR and as reflected in Article 6 of the BCR-P.

## 18. Appendices

- Appendix 01 List of Concentrix entities bound by the BCR-P and local Privacy email contacts
- Appendix 02 Definitions for BCRs and Procedures
- Appendix 03 Not Provided
- Appendix 04 Not Provided
- Appendix 05 Not Provided
- Appendix 06 Procedure for Data Subjects' requests where BCR Members acts as Data Processor
- Appendix 07 Not Provided
- Appendix 08 Not Provided
- Appendix 09 Not Provided
- Appendix 10 Not Provided
- Appendix 11-A Not Provided
- Appendix 11-B BCR-P List of Purposes of Processing and related Categories of Personal Data and Data Subjects (Material Scope)

## **18.1 Appendix 01 - List of Concentrix entities bound by the BCR-P and local Privacy email contacts**



#	Concentrix Entity (BCR Members)	Mailing address	Country	Privacy email address <b>Reminder: you may also contact the Group DPO at any time at <a href="mailto:dpo@concentrix.com">dpo@concentrix.com</a></b>
1.	Webhelp Albania Shpk	Rruga Dervish Hima, Stadiumi Air Albania, Qendra e Biznesit, Shkalla BC, nr.B-C, Niveli +3, 1019 Tirana	Albania	privacy@it.webhelp.com
2.	Webhelp Algerie SPA	16bis, cité Bois des Cars 2 16047 Dely Ibrahim	Algeria	privacy@dz.webhelp.com
3.	Webhelp Australia Pty Ltd	Level 16, 201 Elizabeth Street Sydney NSW 2000	Australia	privacy@my.webhelp.com
4.	Webhelp Austria GmbH	Floridsdorfer Haptstrasse 1, 1210 Vienna	Austria	privacy@de.webhelp.com
5.	Webhelp Payment Services Benelux, SA	Avenue Louise, 87 - 1050 Bruxelles	Belgium	privacy@wps.webhelp.com
6.	Webhelp Benin	Immeuble le Jatoba, avenue Jean-Paul II, lot 20, zone résidentielle portuaire; (Nouveau site en cours : Parcelle F G llot 40002, quartier Enagnon Akpakpa Cotonou)	Bénin	Privacy@fr.webhelp.com
7.	Webhelp BH d.o.o. Sarajevo	Josipa Stadlera 6, 71000, Sarajevo	Bosnia-Herzegovina	privacy@de.webhelp.com
8.	Services Tech Experience Inovação	Rua Marechal Deodoro, 314	Brazil	protecciondedatos@onelinkbpo.com

#	Concentrix Entity (BCR Members)	Mailing address	Country	Privacy email address Reminder: you may also contact the Group DPO at any time at <a href="mailto:dpo@concentrix.com">dpo@concentrix.com</a>
	e tecnologia em relacionamento Ltda	6th Floor, Sets 601-606, Centro Curitiba, Paraná, 80.010-010		
9.	Services Assessoria Digital Ltda	Rua Marechal Deodoro 314, 11th floor, Centro Curitiba, Paraná, 80.010-010	Brazil	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
10.	Webhelp Bulgaria EOOD	Blvd. Totleben, Business-Center Sofia City-West 53-55, 1606, Sofia	Bulgaria	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
11.	Les services Webhelp, Inc	880 Rue Roy Est, QC H2L 1E6, Montréal, Quebec	Canada	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
12.	Webhelp Business Consulting (Shanghai) Co. Ltd	Room 368, Unit 302, No. 211, North Fude Road, Shanghai FTZ	China	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
13.	Webhelp (Suzhou) Data Services Co. Ltd	Unit 2605B, 26th Floor, West Tower, China Overseas Fortune Center, No. 9 Suzhou Avenue West, Suzhou Industrial Park	China	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
14.	Onelink SAS	Carrera 52 No. 65 91 OF 740 CENTRO COMERCIAL AVENTUR, Medellín	Colombia	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
15.	Onelink International SAS	Avenida carrera 19 # 28 80 Cc Empresarial Calima Of 401, Bogota	Colombia	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>

#	Concentrix Entity (BCR Members)	Mailing address	Country	Privacy email address Reminder: you may also contact the Group DPO at any time at <a href="mailto:dpo@concentrix.com">dpo@concentrix.com</a>
16.	Experts Colombia SAS	Carrera 52 No. 65 61, Medellín	Colombia	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
17.	Getcom Colombia SAS	Diagonal 55 No. 37 41 OF. 601	Colombia	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
18.	Getcom Servicios SAS	Diagonal 55 Av 37 41 OF 701, Bello	Colombia	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
19.	Webhelp Enterprise Sales Solutions, s.r.o	Vaclavske namesti 808/66, 11000 Praha, Nové Mesto	Czech Republic	<a href="mailto:privay@cz.webhelp.com">privay@cz.webhelp.com</a>
20.	Webhelp Denmark, AS	Borgmester Christiansens Gade 50, 2, 2500, Copenhagen	Denmark	<a href="mailto:privacy@nordic.webhelp.com">privacy@nordic.webhelp.com</a>
21.	Webhelp Egypt	plot No. 53, First District, City Center New Cairo, Cairo	Egypt	<a href="mailto:privacy@eg.webhelp.com">privacy@eg.webhelp.com</a>
22.	Onelink SA de CV	Avenida Albert Einstein y Bulevar, San Salvador.	El Salvador	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
23.	Tetel SA de CV	Avenida Albert Einstein y Bulevar, San Salvador.	El Salvador	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
24.	Getcom International SA de CV	Boulevard Los Próceres, Colonia Palermo Edificio Ex Panades, No. 350, Frente a UCA, San Salvador, San Salvador.	El Salvador	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
25.	RH-T SA de CV	Avenida Albert Einstein y Bulevar, San Salvador.	El Salvador	<a href="mailto:protecciondedatos@nelinkbpo.com">protecciondedatos@nelinkbpo.com</a>
26.	Webhelp OÜ	Tartu mnt 63, Tallinn 10115	Estonia	<a href="mailto:privacy@nordic.webhelp.com">privacy@nordic.webhelp.com</a>
27.	Webhelp Finland, Oy	Palkkatilanportti 1	Finland	<a href="mailto:privacy@nordic.webhelp.com">privacy@nordic.webhelp.com</a>

#	Concentrix Entity (BCR Members)	Mailing address	Country	Privacy email address <b>Reminder: you may also contact the Group DPO at any time at <a href="mailto:dpo@concentrix.com">dpo@concentrix.com</a></b>
		FI-0240 Helsinki		
28.	GoBeyond Partners, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell , 75017 Paris	France	Privacy@fr.webhelp.com
29.	Webhelp, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	Privacy@fr.webhelp.com
30.	Webhelp Conseil, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	Privacy@fr.webhelp.com
31.	W Automobile Services, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell	France	Privacy@fr.webhelp.com
32.	Webhelp France, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	Privacy@fr.webhelp.com
33.	Webhelp Caen, SAS	1 rue Jean Perrin, 14460 Colombelles	France	Privacy@fr.webhelp.com
34.	Webhelp Compiègne, SAS	ZAC du Parc Tertiaire - 98 impasse Les Terres auprès des Iles, 60610, Compiègne	France	Privacy@fr.webhelp.com
35.	Webhelp Fontenay, SAS	6 Rue de l'Innovation, 85200 Fontenay-le-Comte	France	Privacy@fr.webhelp.com
36.	Marnix French ParentCO, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	privacy@webhelp.com
37.	Marnix French TOPCO, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	privacy@webhelp.com

#	Concentrix Entity (BCR Members)	Mailing address	Country	Privacy email address Reminder: you may also contact the Group DPO at any time at <a href="mailto:dpo@concentrix.com">dpo@concentrix.com</a>
38.	Marnix, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	<a href="mailto:privacy@webhelp.com">privacy@webhelp.com</a>
39.	WowHoldCo, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	<a href="mailto:privacy@webhelp.com">privacy@webhelp.com</a>
40.	Webhelp Gray, SAS	ZAC GRAY SUD 70100 GRAY	France	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
41.	Webhelp Montceau, SAS	16 rue Saint-Eloi, 71300, Montceau les Mines	France	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
42.	Webhelp Vitré, SAS	Parc d'Activité Etreilles, 35370 Etreilles	France	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
43.	Webhelp University France, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
44.	Webhelp Prestations, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
45.	Webhelp WTG, SAS	39 rue des métissages 59200 Tourcoing	France	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
46.	Webhelp Medica Customer Expérience	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	<a href="mailto:privacy@webhelpmedica.com">privacy@webhelpmedica.com</a> ; <a href="mailto:privacy@patientys.webhelp.com">privacy@patientys.webhelp.com</a>
47.	Patientys, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	<a href="mailto:privacy@webhelpmedica.com">privacy@webhelpmedica.com</a> ; <a href="mailto:privacy@patientys.webhelp.com">privacy@patientys.webhelp.com</a>

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48.	MED-TO-MED, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	privacy@webhelpmedica.com ; privacy@patientys.webhelp.com
49.	WGE (Webhelp Grand-Est, SAS)	Technopole, 9 rue Thomas Edison, Metz	France	privacy@fr.webhelp.com
50.	Webhelp Medica, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	privacy@webhelpmedica.com ; privacy@patientys.webhelp.com
51.	Webhelp SFIA, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	privacy@fr.webhelp.com
52.	Webhelp WCS, SAS	12 Rue Alfred Kastler 71530 Fragnes-La Loyere	France	privacy@fr.webhelp.com
53.	Netino, SAS	3/5 rue d'Héliopolis et 17/19 rue Guillaume Tell, 75017 Paris	France	privacy@fr.webhelp.com
54.	Solvencia, SAS	450 Rue Félix Esclangon, 73290 La Motte-Servolex	France	privacy@wps.webhelp.com
55.	Webhelp O2C Holding, SAS	450 Rue Félix Esclangon, 73290 La Motte-Servolex	France	privacy@wps.webhelp.com
56.	Webhelp KYC Services, SAS	450 Rue Félix Esclangon, 73290 La Motte-Servolex	France	privacy@wps.webhelp.com
57.	Webhelp Payment Services France, SAS	450 Rue Félix Esclangon, 73290 La Motte-Servolex	France	privacy@wps.webhelp.com

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58.	Webhelp Payment Services Deutschland, GmbH	Frankfurter Str. 151A, 63303 Dreieich	Germany	<a href="mailto:privacy@wps.webhelp.com">privacy@wps.webhelp.com</a>
59.	Webhelp Sun Holding GmbH	Tullnaustrasse 20, 90402, Nuremberg	Germany	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
60.	Webhelp Holding Germany GmbH	Tullnaustrasse 20, 90402 Nuremberg	Germany	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
61.	Webhelp Deutschland GmbH	Tullnaustrasse 20, 90402 Nuremberg	Germany	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
62.	RIGHTHEAD GmbH	Tullnaustrasse 20, 90402 Nuremberg	Germany	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
63.	Webhelp Ghana Ltd	SU TOWER, N°18, Castle Road, North Ridge, Accra	Ghana	<a href="mailto:privacy@fr.webhelp.com">privacy@fr.webhelp.com</a>
64.	Webhelp Hellas Business Enterprise Sales SMLTD (MEPE in Greek)	36 Voukourestiou Str 10673 Athens	Greece	<a href="mailto:privacy@gr.webhelp.com">privacy@gr.webhelp.com</a>
65.	Onelink Guatemala SA	15 Avenida 17-30 Zona 13, Oficina 201, Guatemala, Guatemala	Guatemala	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
66.	Onelink Solutions Guatemala SA	15 Avenida 17-40 zona 13, Torre 1, Nivel 1 Edificio Tetra Center, Ciudad de Guatemala	Guatemala	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
67.	Inversiones Xperts Guatemala SA	15 Avenida 17-40 zona 13, Torre 1, Nivel 1 Edificio	Guatemala	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>

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		Tetra Center, Ciudad de Guatemala		
68.	Gobeyond Partners Asia Limited	31/F Tower Two Times Square 1, Matheson St., Causeway Bay, Hong Kong	Hong Kong	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
69.	Webhelp India Private Ltd	Corporate Office: Ground Floor, Tower A, SP Infocity, Udyog Vihar, Phase-1, Gurugram-122001, Haryana , India	India	<a href="mailto:privacy@uk.webhelp.com">privacy@uk.webhelp.com</a>
70.	SELLBYTEL Marketing Services India Private Ltd	Corporate Office:- Ground Floor, Tower A, SP Infocity, Udyog Vihar, Phase-1, Gurugram-122001, Haryana , India	India	<a href="mailto:privacy@uk.webhelp.com">privacy@uk.webhelp.com</a>
71.	Webhelp Israel Ltd	Yigal Alon 94, Alon tower 1 Tel Aviv , Tel-Aviv	Israel	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
72.	Webhelp Payment Services Italia, SRL	Via Gozzano Guido 14 - 20092 Cinisello Balsamo	Italy	<a href="mailto:privacy@wps.webhelp.com">privacy@wps.webhelp.com</a>
73.	Webhelp Payment Services France succursale Italie	Via Maurizio Gonzaga n° 7	Italy	<a href="mailto:privacy@wps.webhelp.com">privacy@wps.webhelp.com</a>
74.	Webhelp Enterprise Sales Solutions Italy	Via Torri Bianche, 7, 20871 Vimercate MB, Italy	Italy	<a href="mailto:privacy@it.webhelp.com">privacy@it.webhelp.com</a>
75.	Webhelp Cote d'Ivoire	Immeuble PIA, Avenue Abdoulay Fadiga,	Ivory Coast	<a href="mailto:privacy@ci.webhelp.com">privacy@ci.webhelp.com</a>



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		Plateau Abidjan - 01 BP 7171 ABJ 01		
76.	WH Abidjan Le Workshop	Indenie, 6 rue des Sambas 01 BP 743 ABJ 01, Plateau Abidjan - 01 BP 743 ABJ 01	Ivory Coast	<a href="mailto:privacy@ci.webhelp.com">privacy@ci.webhelp.com</a>
77.	Webhelp SAS (succursale Côte d'Ivoire)	Immeuble PIA, Avenue Abdoulay Fadiga, Plateau Abidjan - 01 BP 7171 ABJ 01	Ivory Coast	<a href="mailto:privacy@ci.webhelp.com">privacy@ci.webhelp.com</a>
78.	Webhelp Japan KK	Tokyo Club Building 11F, 3-2-6 Kasumigaseki, Chiyoda-ku, Tokyo	Japan	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
79.	Webhelp Jordan LLC	Rafiq Al Hariri Ave 1, Amman	Jordan	<a href="mailto:privacy@jo.webhelp.com">privacy@jo.webhelp.com</a>
80.	IQ-to-Link shpk	Rr. Ukshin Hoti nr. 121	Kosovo	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
81.	Webhelp Kosovo L.L.C.	Rr. Ukshin Hoti nr. 120, 10000, Prishtina	Kosovo	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
82.	Webhelp Latvia SIA	Krišjāņa Valdemāra iela 21-18	Latvia	<a href="mailto:privacy@jo.webhelp.com">privacy@jo.webhelp.com</a>
83.	Webhelp SIA	Skanstes iela 54A	Latvia	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
84.	Webhelp Madagascar, SA (zone franche)	Bâtiment TITAN 2, Zone Galaxy Andraharo, Antananarivo 101	Madagascar	<a href="mailto:privacy@mg.webhelp.com">privacy@mg.webhelp.com</a>
85.	Netino Madagascar	Lot II M92 Antsakaviro - Ambodirotra Cua	Madagascar	<a href="mailto:privacy@mg.webhelp.com">privacy@mg.webhelp.com</a>

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		Antananarivo 101 Analamanga		
86.	Webhelp Malaysia Sdn Bhd	Menara Exchange 106, Level 6, Lingkaran TRX, Jalan Tun Razak, 55188 Kuala Lumpur, Malaysia	Malaysia	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
87.	Onelink Mexico SA de CV	BOULEVARD 300 ENTRE CALLE CDA MEZTISOS - VILLAS DEL REY - CAJEME- OBREGÓN SONORA- MÉXICO, 85136, Ciudad Obregón	Mexico	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
88.	Onelink Servicios SA de CV	BOULEVARD 300 ENTRE CALLE CDA MEZTISOS - VILLAS DEL REY - CAJEME- OBREGÓN SONORA- MÉXICO, 85136, Ciudad Obregón	Mexico	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
89.	Webhelp Maroc, SA	43 av Ibn Sina-Agdal- Rabat	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
90.	Webhelp SAS Succursale	28 Avenue Allal Ben Abdellah - (Business address: 43 av Ibn Sina- Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
91.	Webhelp Services, SA	15, Avenue Annakhil (Business address: 43 av Ibn Sina-Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
92.	Webhelp Contact Center, SA	N°50 BLOC F 11 IMMEUBLE AL FIDIAN I ET IMMEUBLE AL	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>

#	Concentrix Entity (BCR Members)	Mailing address	Country	Privacy email address Reminder: you may also contact the Group DPO at any time at <a href="mailto:dpo@concentrix.com">dpo@concentrix.com</a>
		FIDIAN II AVENUE HASSAN I CITE DAKHLA (Business address: 43 av Ibn Sina-Agdal-Rabat)		
93.	Webhelp Multimedia, SA	6, rue Lalla Nezha, 30000 Fès	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
94.	Webhelp GRC, SA	43 Avenue Ibn Sina, 10000 Rabat	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
95.	Webhelp Technopolis, SA	Agdal, 25, Rue Oued Al Makhazine (Business adress: 43 av Ibn Sina- Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
96.	Webhelp University Maroc, SARL	15 av Annakhil, (Business adress: 43 av Ibn Sina-Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
97.	Webhelp Agadir, SA	Quartier Industriel, Avenue Hassan II, Immeuble Jaouhara (Business adress: 43 av Ibn Sina-Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
98.	Webhelp Fès, SA	112 Avenue des FAR Champs de Course ville nouvelle (Business adress: 43 av Ibn Sina- Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
99.	Webhelp Meknès, SA	Immeuble Angle Rue Badir Al Kobra et Rue Sebou angle rue Badr al Korba, Meknes	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>

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		(Business adress: 43 av Ibn Sina-Agdal-Rabat)		
100.	Webhelp Marrakech, SA	Quartier Industriel, Avenue Hassan II, Immeuble Jaouhara (Business adress: 43 av Ibn Sina-Agdal-Rabat)	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
101.	Webhelp Afrique	CFC Bridge, lot 58, Rez de Chaussée (Core 1), quartier Casa-Anfa, Hay Hassani - Casablanca	Morocco	<a href="mailto:privacy@ma.webhelp.com">privacy@ma.webhelp.com</a>
102.	Webhelp Netherlands Holding, BV	Amersfoortsestraat 28, 3821CB, Amersfoort	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
103.	Customer Contact Management Group, BV	Amersfoortsestraat 28, 3821CB, Amersfoort	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
104.	Webhelp Nederland, BV	Koraalrood 50, 2718SC Zoetermeer	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
105.	Webhelp Enterprise BV	Brammelerstraat 8, 7511JG Enschede	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
106.	Stacelet Holding, BV	Colosseum 42, 7521 PT Enschede	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
107.	Telecats BV	Colosseum 42, 7521 PT Enschede	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
108.	Customer Contact Performance Group B.V.	Herengracht 501 H, 1017B, Amsterdam	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
109.	CCPG Amsterdam B.V.	Herengracht 501 H, 1017B, Amsterdam	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>

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110.	CCPG Utrecht B.V.	Herengracht 501 H, 1017B, Amsterdam	Netherlands	<a href="mailto:privacy@nl.webhelp.com">privacy@nl.webhelp.com</a>
111.	Xperts Nicaragua SA	Plaza El Sol 2 C. Sur, 1 C. Este, Casa No. 26, Los Robles Managua	Nicaragua	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
112.	Onelink Nicaragua SA	Barrio Largaespada. B. Largaespada Busto Jose Marti 3 C al Este 1 C al Norte, Managua	Nicaragua	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
113.	Webhelp Company Severna Makedonija DOOEL Skopje	Bul. VMRO 1, 1000, Skopje, North-Macedonia	North-Macedonia	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
114.	Webhelp Norway, AS	Storgata 38, 0182 Oslo	Norway	<a href="mailto:privacy@nordic.webhelp.com">privacy@nordic.webhelp.com</a>
115.	Webhelp Norway Consulting AS	Storgata 38, 0182 Oslo	Norway	<a href="mailto:privacy@nordic.webhelp.com">privacy@nordic.webhelp.com</a>
116.	Webhelp Perú S.A.C.	Calle Santa Inés Nro. 115, Urbanización Industrial Santa Rosa, distrito Ate, Lima	Peru	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
117.	BPO Consulting S.A.C.	Jirón Marcos Farfán, n° 3468, Lima	Peru	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
118.	Webhelp Philippines, Inc.	12th floor, Makati Sky Plaza, 7788 Ayala avenue, Makati City, 1223	Philippines	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
119.	Webhelp Poland Sp. z.o.o.	Ul. Taneczna 30, PL 02-829, Warszawa	Poland	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>

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120.	Webhelp Sun Portugal, Unipessoal, Lda	Avenida Professor Cavaco Silva, Tagus Park, Edificio Qualidade, bloco A-2, 2470-296 Porto Salvo, parish of Porto Salvo, Oeiras	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
121.	Webhelp Oeiras, Lda	Avenida Professor Cavaco Silva, Tagus Park, Edificio Qualidade, bloco A-2, Lisboa	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
122.	Webhelp Lisbon, Unipessoal, Lda	Avenida D. João II, nº 43, Torre Fernão de Magalhães, 15º Piso, freguesia de Parque das Nações, 1998-025, Lisboa	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
123.	Webhelp SAS Succursale em Portugal	Avenida D. João II, nº 43, Torre Fernão de Magalhães, 15º Piso, freguesia de Parque das Nações, 1998-025 Lisboa	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
124.	Webhelp Norte, Unipessoal LDA	Av. Mediterrâneo 1, 1990-203 Lisboa, freguesia de Parque das Nações, Lisboa	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
125.	Righthead - Empresa de Trabalho Lda	Avenida Professor Cavaco Silva, Tagus Park, Edificio Qualidade, bloco A-2	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
126.	WH New Generation Lisbon	Av. Mediterrâneo 1, 1990-203 Lisboa, freguesia de Parque das Nações, 1998-025, Lisboa	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>

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127.	Webhelp SFIA, Sucursal em Portugal	Av. Mediterrâneo 1, 1990-203 Lisboa, freguesia de Parque das Nações, 1998-025, Lisboa	Portugal	<a href="mailto:privacy@pt.webhelp.com">privacy@pt.webhelp.com</a>
128.	Webhelp Payment Services Espana, Sucursal em Portugal	Av. Mediterrâneo 1, 1990-203 Lisboa, freguesia de Parque das Nações, 1998-025, Lisboa	Portugal	<a href="mailto:privacy@wps.webhelp.com">privacy@wps.webhelp.com</a>
129.	Webhelp Romania SRL	Sector 1, Str. Doctor Iacob Felix, nr. 63-69, et. 2	Romania	<a href="mailto:privacy@ro.webhelp.com">privacy@ro.webhelp.com</a>
130.	Pitech Plus SA	Strada Câmpul Pâinii nr.3-5, etajul 3	Romania	<a href="mailto:privacy@ro.webhelp.com">privacy@ro.webhelp.com</a>
131.	MindMagnet Plus SRL	Strada Câmpul Pâinii nr.3-5, etajul 3, 400058, Cluj-Napoca	Romania	<a href="mailto:privacy@ro.webhelp.com">privacy@ro.webhelp.com</a>
132.	Webhelp Senegal SAS	Almadies, Pointe des Almadies, en face King Fahd, fahd Palace, 284, TF n°284/NGA Dakar	Senegal	<a href="mailto:privacy@sn.webhelp.com">privacy@sn.webhelp.com</a>
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136.	Webhelp Slovakia, s.r.o.	Staromestská 3 811 03, Bratislava - mestská časť Staré Mesto	Slovakia Republic	<a href="mailto:privacy@it.webhelp.com">privacy@it.webhelp.com</a>
137.	Webhelp Holding Germany GmbH (Slovenia Branch)	City Centre - Republic square, 1000, Ljubljana	Slovenia	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
138.	Concentrix South Africa (Pty) Pty Ltd	19 Ameshoff Street, Braamfontein, Johannesburg, 2001	South-Africa	<a href="mailto:privacy@uk.webhelp.com">privacy@uk.webhelp.com</a>
139.	Webhelp SAS, Sucursal en Espana	Plaza Solymar s/n, Edificio Benalmar ,29630 Benalmádena, Málaga	Spain	<b><a href="mailto:privacy@es.webhelp.com">privacy@es.webhelp.com</a></b>
140.	Direct Medica Iberica S.L.	CL LAGASCA, 95, 28006 MADRID	Spain	<a href="mailto:privacy@webhelpmedica.com">privacy@webhelpmedica.com</a>
141.	Webhelp Malaga SLU	Plaza Solymar s/n Edificio WEBHELP, 29630 Benalmádena, Málaga	Spain	<a href="mailto:privacy@es.webhelp.com">privacy@es.webhelp.com</a>
142.	Webhelp Payment Services Espana SA	Calle Vallespir, número 19, módulo 3, planta 1ª de Sant Cugat del Vallès	Spain	<a href="mailto:privacy@wps.webhelp.fr">privacy@wps.webhelp.fr</a>
143.	Webhelp Spain Business Process Outsourcing S.L.	Avda. Diagonal 197 Barcelona, 08018	Spain	<a href="mailto:privacy@es.webhelp.com">privacy@es.webhelp.com</a>
144.	Webhelp Spain Holding SLU	Av. Diagonal 97, 12 Barcelona 08018	Spain	<a href="mailto:privacy@es.webhelp.com">privacy@es.webhelp.com</a>
145.	Telenamic NV	Zonnestraat 50, Paramaribo	Suriname	<a href="mailto:privacy@sr.webhelp.com">privacy@sr.webhelp.com</a>



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147.	Webhelp IT Services AB	Box 4006, 16904 Solna	Sweden	<a href="mailto:privacy@nordic.webhelp.com">privacy@nordic.webhelp.com</a>
148.	Webhelp Schweiz AG	Richtistrasse 5, 8304 Wallisellen	Switzerland	<a href="mailto:privacy@de.webhelp.com">privacy@de.webhelp.com</a>
149.	Webhelp (Thailand) Limited	87/1 Capital Tower All Seasons Place, Unit 1604-6 Floor 16, Pathumwan District, 10330, Bangkok	Thailand	<a href="mailto:privacy@my.webhelp.com">privacy@my.webhelp.com</a>
150.	Webhelp Çağrı Merkezi ve Müşteri Hizmetleri A.Ş. (Webhelp Call Center and Customer Service Joint Stock Company).	Merkez Mh. Ayazma Cd. Papyrus Plaza No.37/42	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
151.	Webhelp Çağrı Merkezi ve Müşteri Hizmetleri A.Ş. Bingöl Branch (Webhelp Call Center and Customer Service Joint Stock Company).	Bingöl Üniversitesi Fen Edebiyat Fakültesi No:Merkezi Derslik Birimi Bodrum Kat:1 Merkez/Bingöl, 12000 Bingöl	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
152.	Webhelp Çağrı Merkezi ve Müşteri Hizmetleri A.Ş.İzmir 2 Branch (Webhelp Call Center and Customer Service Joint Stock Company).	Beyazevler Mahallesi Akçay Cad. No: 99/2, 35410 Gaziemir/ Izmir	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>

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153.	Webhelp Çaęrı Merkezi ve Müşteri Hizmetleri A.Ş.Van 2 Branch (Webhelp Call Center and Customer Service Joint Stock Company).	Vali Mithat Bey Mahallesi Cemaller Sk. Roza Apt Sit. No: 9 A ipekyolu/65100 Van,	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
154.	Webhelp Çaęrı Merkezi ve Müşteri Hizmetleri A.Ş.Ümraniye Branch (Webhelp Call Center and Customer Service Joint Stock Company).	Fatih Sultan Mehmet Mahallesi Balkan Cad. Casper Plaza İş Merkezi Apt. No: 47/1 Ümraniye / 34771 Istanbul	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
155.	Webhelp Çaęrı Merkezi ve Müşteri Hizmetleri A.Ş.Bursa Branch (Webhelp Call Center and Customer Service Joint Stock Company).	Panayır Mahallesi 3. Pınar Cad. No:345 B Osmangazi/ 16250 Bursa	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
156.	Bin Çaęrı Hizmetleri A.Ş. (Bin Call Services Joint Stock Company)	Bingöl Üniversitesi Fen Edebiyat Fakültesi - Bingöl	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
157.	Webhelp İnsan Kaynakları Danışmanlık ve Destek Hizmetleri A.Ş. (Webhelp Human Resources Consultancy and Support Services)	Merkez Mh. Ayazma Cd. Papyrus Plaza No.37/42, 34406; Kağıthane - Istanbul	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>

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	Joint Stock Company)			
158.	Teknofix Telekomünikasyon ve Bilişim Hizmetleri A.Ş. (Teknofix Telecommunication and Information Services Joint Stock Company)	Aydınevler Mah. Aslanbey Cad. No:1 D:5- 6, Küçükyalı, Maltepe, Istanbul	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
159.	Teknofix Telekomünikasyon ve Bilişim Hizmetleri A.Ş. Istanbul Kagithane Branch (Teknofix Telecommunication and Information Services Joint Stock Company)	Merkez Mh. Ayazma Cd. Papirus Plaza No.37/42, 3440 Kağıthane - Istanbul	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
160.	Teknofix Telekomünikasyon ve Bilişim Hizmetleri A.Ş. Ankara Basınevleri Branch (Teknofix Telecommunication and Information Services Joint Stock Company)	Basınevleri Mah. Yankılar Sok. No:16 Keçiören, Ankara	Turkey	<a href="mailto:privacy@tr.webhelp.com">privacy@tr.webhelp.com</a>
161.	Telecom Service Centres Ltd	11 Central Park Avenue, Central Business Park, Larbert, Falkirk, FK5 4RX,	United- Kingdom	<a href="mailto:privacy@uk.webhelp.com">privacy@uk.webhelp.com</a>

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162.	Webhelp Payment Services UK Ltd	C/o Civvals Limited, 50 Seymour Street, London W1H 7JG	United-Kingdom	<a href="mailto:privacy@wps.webhelp.com">privacy@wps.webhelp.com</a>
163.	Webhelp Medica UK Limited	Building 2, 1 Nunnery Square, S2 5DD, Sheffield	United-Kingdom	<a href="mailto:privacy@webhelpmedica.com">privacy@webhelpmedica.com</a>
164.	Webhelp USA Group Inc	1111 Brickell Avenue, Suite 11, FL 33131, Miami	USA	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
165.	Webhelp USA LLC	1111 Brickell Avenue, Suite 11, FL 33131, Miami	USA	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
166.	Webhelp US LLC	1111 Brickell Avenue, Suite 11, FL 33131, Miami	USA	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
167.	Webhelp Logbox USA	110 West 40th Street , Suite 1903 New York, NY 10018	USA	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
168.	Webhelp Americas LLC	80 SW 8TH ST, SUITE 2900, FL 33130, Miami	USA	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>
169.	Webhelp California Inc.	200 Madison Avenue, Suite, 1901, NY 10016, New York	USA	<a href="mailto:protecciondedatos@onelinkbpo.com">protecciondedatos@onelinkbpo.com</a>

## 18.2 Appendix 02 - Definitions for BCRs and Procedures

<b>“Applicable Data Protection Legislation”</b>	Means in the following order of prevalence (i) the European Regulation 2016/679 relating to the Processing of Personal Data as of its date of application (“GDPR”), (ii) EU Member States national laws and regulations relating the Processing of Personal Data and implementing GDPR and (iii) any regulation relating to the Processing of Personal Data applicable during the term of this Privacy Policy.
<b>“Binding Corporate Rule” or BCR</b>	Means Personal Data protection policies and procedures which are adhered to by BCR Members for transfers or a set of transfers of Personal Data to a Data Controller or Data Processor in one or more third countries within the Concentrix group.
<b>“BCR Member”</b>	Means any affiliate of the Concentrix group that signed and bound by the the BCR-C and/or BCR-P and as such committed to comply with such BCR, BCR Members are listed in Appendix 01 of such BCR-C and BCR-P.
<b>“Client”</b>	Means any third party, contracting with Concentrix and acting as Data Controller, whose Personal Data is Processed by a BCR Member acting as Data Processor accordingly with its documented instructions.
<b>“Competent SA” or “Competent Supervisory Authority”</b>	Means the EEA Supervisory Authority for the Data Exporter
<b>“Data” or “Information”</b>	Means any kind of information which is individually accessible by electronic or other means such as, but not limited to, logs, Personal Data, documents or other materials.
<b>“Database”</b>	Means a collection of independent works, data, Information or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means.
<b>“Data Exporter”</b>	Means the Data Controller or Data Processor Transferring the Personal Data to a non-EEA third country
<b>“Data Importer”</b>	Means the Data Controller or Data Processor receiving the Personal Data
<b>“Data Controller” or “Controller”</b>	Means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determine the purposes and means of the Processing of Personal Data.
<b>“Data Processor” or “Processor”</b>	means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Data Controller.

<b>“Data Subject”</b>	Means any natural person, who can be identified, directly or indirectly, by means reasonably likely to be used by any natural or legal person, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
<b>“Device”</b>	Means any Programmable object that can automatically perform a sequence of calculations or other sequence of operations on Data once programmed directly or indirectly for the task. Any electronic apparatus adapted for displaying in a readable format, Information. Devices include but are not limited to computers, smartphone, tablets, laptops, servers, Networks, telephony platforms etc.
<b>EEA</b>	Means the European Economic Area. Countries that are part of the EEA are the EU Member States as well as Iceland, Liechtenstein and Norway.
<b>“EEA Supervisory Authority”</b>	Means an independent public data protection authority which is established in an EEA Member State.
<b>“Encryption”</b>	Means a process to obfuscate data by transforming Data into a form in which there is a low probability of assigning a meaning or making it readable except when used in conjunction with a confidential process or key to decode it. Such process could be, but are not limited to mathematical function or algorithmic process
<b>“Information Administrator”</b>	Means the natural person within Concentrix organisation, alone or jointly with others, processes or manipulates the Information in accordance with the Information Owner needs’, the objectives’, purposes’ and rules’.
<b>“Information Owner”</b>	Means the natural person within Concentrix organisation which, alone or jointly with others, determines the needs, the objective, purposes and rules of a project including Information processing.
<b>“Intragroup Data Transfer Agreement”</b>	Means the intra-group agreement which comprises the BCR-C and the BCR-P as appendices that all BCR Members are required to execute in order to be bound by the BCR-C and BCR-P
<b>“Information Systems”</b>	Means any Device used directly or indirectly by a User or another Device in order to process Information including, but not limited to collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available,

	alignment or combination, restriction, erasure or destruction of Data
<b>“Local Privacy Leader”</b>	Means the person being the main point of contact of the DPO and dealing with data protection matters within each BCR Member.
<b>“Malicious Software”</b>	Means software that by its introduction, adversely affects the intended function of software/hardware. This could include but is not limited to virus, malware, trojans, ransomware etc.
<b>“Networks”</b>	Means the physical or logical connectivity that allows two or more Devices to communicate.
<b>“Password” “Passphrase”</b> or	Means a string of characters or any other logical or physical means used in conjunction with a User Identity during an authentication process to prove identity of a User and/or grant access to certain Information.
<b>“Personal Data”</b>	Means any information relating to an identified or identifiable natural person, (a Data Subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data includes Sensitive Personal Data.
<b>“Personal Data Breach”</b>	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
<b>“Privacy Committee”</b>	Means the internal board committee supporting the GlobalData Privacy Officer
<b>“Processing” “Processed”</b> or	Means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
<b>“Pseudonymisation”</b>	Means the Processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific Data Subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the Personal Data is not attributed to an identified or identifiable natural person;
<b>“Risk”</b>	Means a scenario describing an event and its consequences, estimated in terms of severity and likelihood.

<b>“Risk management”</b>	Means the coordinated activities to direct and control an organization with regard to risk.
<b>“Security Incident”</b>	Means attempted or successful unauthorised access, use, disclosure, modification, or destruction of Information or interference with system operations in the Information System.
<b>“Sensitive Personal Data”</b>	Means special categories of Personal Data which are, by their nature, particularly sensitive in relation to fundamental rights and freedoms requiring such Personal Data to merit specific protection as the context of their Processing could create significant risks to the fundamental rights and freedoms – such as Personal Data that reveals racial or ethnic origin, political opinion, religious or philosophical beliefs, or trade union employees, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person’s sexual orientation.
<b>“Service Agreement”</b>	Means the agreement entered into between a Concentrix affiliate and its Client pursuant to which such Concentrix affiliate provides services to its Client.
<b>“Sub-Processor”</b>	Means the entity engaged by a Data Processor for carrying out specific processing activities on behalf of the Data Controller, bound by the same data protection obligations as set out in the contract or other legal act between the Data Controller and the Data Processor
<b>“Software” or “Application”</b>	Means any code, instruction, programs routines that allows directly or remotely the manipulation of Data through any means and includes API, command shells etc.
<b>“Transfer of Personal Data”</b>	Means the Processing, material transfer or distant access to Personal Data from entities established outside of the European Economic Area (EEA).
<b>“User”</b>	Means all Concentrix employees, third parties, third parties’ employees, contractors, contractors’ employees and other persons whose conduct and duties allows the access to Concentrix Information Systems.
<b>“Concentrix” or “Concentrix Group”</b>	For the BCR and the related Procedures Concentrix shall mean Webhelp SAS and all entities listed in the List of entities bound by the BCR and are therefore BCR Members



## **18.3 Appendix 06 - Procedure for Data Subjects' requests where BCR Members acts as Data Processor**

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# 1. Introduction

The adoption of the Binding Corporate Rules (“BCR”) and the commitment from the BCR Members to comply therewith demonstrates BCR Members’ commitment to providing a high level of protection to the Personal Data it processes. BCR Members are committed to conducting business in accordance with the Applicable Data Protection Legislation including the European Regulation 2016/679 relating to the processing of Personal Data as of its date of application, any regulation relating to the processing of Personal Data applicable during the term of the Privacy Policy. As a consequence, Concentrix has implemented the following procedure.

The capitalised terms used herein shall have the same meaning as specified under Appendix 2 – Privacy definitions for BCR and Procedure of the the BCR.

## 2.Objectives of the Procedure

Data Subjects, including employees of BCR Members, are granted specific rights regarding the processing of their Personal Data as further defined under Article 7 of the BCR.

When acting as Data Processor, BCR Members shall ensure that any request or complaint from Data Subject in relation to the exercise of their rights (“**Requests**”) is addressed in a timely manner as defined hereunder, in order to comply with the BCR and Applicable Data Protection Legislation. However, this shall only apply where BCR Members actually processes the requested information.

This document describes how BCR Members shall handle a Data Subject’s Request where acting as Data Processor (stakeholders, steps and timeline). Conversely, the Requests received from Data Subjects whose Personal Data is processed by a BCR Member on its own behalf only, as a Data Controller, shall be handled according to the procedure specifically defined under the Policies and **Procedure 05 - Controller Data Subjects’ requests and complaints handling procedure**. In most cases, a Request from an individual (e.g. a Client’s employee, client end user) will fall within the following situation:

- The Processing conditions are not compliant with the Applicable Data Protection Legislation (e.g., health data not used, stored and/or encrypted in accordance with the local healthcare applicable law);
- The individual would like to exercise his/her privacy rights according to the Applicable Data Protection Legislation such as:
  - Accessing the Personal Data relating to him/her and processed by BCR Members on behalf of the Client they entered into a relation with;
  - Obtaining rectification, deletion or suspension of any inaccurate or incomplete Personal Data relating to him/her, or which is no longer processed for a valid or appropriate purpose;
  - Objecting to the processing of his/her Personal Data at any time, unless such processing is required by applicable law, provided that the individual demonstrates that he/she has a legitimate ground to object as it pertains to his/her particular situation; and
  - Receiving his/her Personal Data in a structured, commonly used and machine-readable format.

Even if such individual does not have a direct into relationship with Concentrix, there may be cases where BCR Members receive a Request directly from the individual and/or is asked by the Client to handle the Request on its behalf. **BCR Members shall in any case refer to the engagement with the Client to check whether specific conditions apply as to the handling of the Request** (e.g., interdiction to communicate directly with the Data Subjects etc.).

**As a consequence, the cost and technical impacts of the Request must be anticipated and addressed at the beginning of each engagement.**

## 3.Procedures

Concentrix, acting as a Processor, is not responsible for informing Data Subjects of their rights in relation to Personal Data. Unless otherwise determined by applicable laws and regulation, such obligations are the responsibility of the Data Controller. Notwithstanding the above, BCR Members are committed to provide sufficient guarantees by implementing appropriate technical and organisational measures in such a manner that Processing of Personal Data on behalf of the Data Controller will meet applicable requirements and ensure the protection of the rights of the Data Subject. Therefore, the procedures below apply where Concentrix acts as Data Processor on behalf of a Data Controller.

Since, it cannot formally be excluded that a Data Subject would send his/her Request directly to a BCR Member, two different cases have to be considered.

### 3.1. Request directly received by a BCR Member

#### 3.1.1. Internal communication

Any Request in relation to Personal Data that Concentrix processes as Data Processor (e.g., on behalf of its Clients) received by an employee or workforce of a BCR Member must **immediately be** communicated to the Local Privacy Leader or Business Privacy Referent. Business Privacy Referent shall immediately inform the Local Privacy Leader,.

As a matter of efficiency, such Request can also be communicated to the DPO through the following email:

[dpo@concentrix.com](mailto:dpo@concentrix.com)

The latter will then allocate the Request to the relevant Local Privacy Leader no later than 1 working day after receipt thereof.

The information provided by the employee or workforce of Concentrix must at least specify the following information:

- Name of the local manager in charge of the Client account;
- Copy of the Request; and
- Name of the Client the Data Subject's relates to.

Business Privacy Referent shall immediately inform its Local Privacy Leader

#### 3.1.2. Transfer of the Request to the Client

Once it receives such Request, the Local Privacy Leader, will draft a communication to the Client about the Request. Such communication must (1) be sent by the Local Privacy Leader to the Client, in cooperation with the local manager in charge of the relationship with the Client; and (2) no later than 2 working days after receiving the Request. The Local Privacy Leader will also inform the DPO that the Request has been transferred to the Client.

#### 3.1.3. BCR Member's assistance to the Client.

At the same time, the Local Privacy Leader, with the support of the operations and account management teams, shall assess and verify if Concentrix actually processes the Personal Data of the Data Subject addressing the Request.

### **No answer shall be provided without Client's instructions**

Should the Client allow BCR Members to handle the Request on its behalf, the Local the BCR Member Leader shall determine with the Client whether the Client itself or the BCR Member shall acknowledge receipt of the Request and inform the Data Subject of BCR Member role in the processing of his/her Request.

**Unless otherwise expressly instructed by the Client, BCR Members shall not enter into contact with the Data Subject during the entire procedure.**

## **3.2. Request sent by the Data Controller to a BCR Member**

### **3.2.1. Internal communication**

Any Request in relation to Personal Data that Concentrix processes as Data Processor (e.g., on behalf of its Clients) received by an employee or workforce of from a Client must **immediately be** communicated to the Local Privacy Leader or Business Privacy Referent. Business Privacy Referent shall immediately inform its Local Privacy Leader.

Where a Client sends to a BCR Member a Data Subject's Request regarding the processing of his/her Personal Data to handle, the BCR Member shall acknowledge receipt thereof to the Client no later than 2 working days after receiving such Request.

No later than 5 working days after the reception of the Request, the BCR Member must verify the extent to which it can address and handle the Request.

### **3.2.2. Request Assessment**

Upon receipt of a Request, either directly from the Data Subject or from the Client, and subject to the provisions and steps described in this Procedure, the Local Privacy Leader, or any other individual or entity, internal or external, appointed by the Local Privacy Leader for the purpose of managing the following duties shall ensure and verify that he/she has all information necessary from the Client and the Data Subject to address his/her Request, in particular:

- Does the provided information allow the BCR Member to identify the Data Subject? (i.e. Name and first name of the Data Subject);
- Description of the context in which the Personal Data was collected (if possible)
- Is the BCR Member authorised to handle the Request on behalf of the Client?
- What is the nature of the Request? (access, deletion, opposition, rectification, portability)
- Does the Client consider the Data Subject's Request reasonable?
- Is it technically possible to address the Data Subject's Request (given in particular the volume of data at stake)?
- Does the BCR Member have enough information regarding the scope of the Request? (geographical and material scope, Approximate date the Data was collected; )
- Does the Data Subject already have possession or easy access to the requested Personal Data?
- Does the Request include information which is not in a clear format for Data Subjects? If yes, make sure you explain the codes so that the information can be understood.

- Are third parties involved in the processing of Data Subjects' Personal Data within the scope of the Request?
- Would the handling of the Request imply that third parties' Personal Data would need to be communicated to the Data Subject? If yes, is it possible to only extract the Personal Data of the requestor, with reasonable efforts and without a risk for the third parties' Personal Data?

Noteworthy, the gathering of such information must be limited to what is currently available within Concentrix. No additional information will be collected.

BCR Members **shall refrain as much as possible from communicating with the Data Subject even if required by the Client. Where such request is sent to a BCR Member, the latter shall first discuss with the Client the real opportunity to have Concentrix entering directly into contact with the Data Subject. If the BCR Member accepts direct contacts with the Data Subject, such BCR Member must inform the Client that the latter retains the entire responsibility vis-à-vis the Data Subject for handling in due course such Request.**

### 3.2.3. Answer type identification

The Local Privacy Leader shall make sure that it examines the information provided by the Client and by the Data Subject within 8 working days from the time it receives the Request to determine if:

- He/she has the appropriate information to handle the Request; and
- He/she considers that the Request is reasonable (as opposed to a Request with no proof of the Data Subject identity, an excessive demand resulting from repetitive Requests, Request of Personal Data already deleted according to the retention period, Requests on behalf of others, etc.).

Three cases are then possible. These are as follows:

#### (i) Case 1

Where the information provided by the Data Subject **is not sufficient** to handle the Request, the Local Privacy Leader, or any other individual or entity, internal or external appointed by the Local Privacy Leader for the purpose of managing the following duties, shall send a request for additional information to the Client no later than 2 working days after receiving the Request.

Where the Request is too complex, and subject to compliance with any legal requirement, the timeline of the response may be extended up to **20 working days**, subject to documentation of the assessment of the complexity by the Local Privacy Leader.

#### (ii) Case 2

Where the Local Privacy Leader considers on initial assessment, that the Request may **not be reasonable**, he/she shall not immediately close the case. The Local Privacy Leader, or any other individual or entity, internal or external, appointed by the Local Privacy Leader for the purpose of managing the following duties, shall reply to the Client **within 10 working days** after receiving the Request, by asking the Client to provide additional information as to why the Data Subject intends to exercise its rights.

Upon receipt of additional information, where the Local Privacy Leader still considers that the Request addressed by the Data Subject is not reasonable, the Local Privacy Leader shall document why it considers the Request is not reasonable

and shall ensure, after approval of the DPO in writing, to reply to the Client or Data Subject, if expressly instructed by the Client, no later than **15 working days** after receiving the additional information.

The response shall include the reason for not taking an action and the possibility for the Data Subject to lodge a complaint with a data protection authority and seek a judicial remedy. The wording of such response shall be validated by the DPO and the Client.

Where the Local Privacy Leader considers that, based on the additional elements, the Request can be handled it shall ensure that it addresses the request within the above mentioned **15 working days** and shall inform the DPO accordingly.

(iii) **Case 3**

Where information provided by the Client and/or the Data Subject is sufficient, the Local Privacy Leader shall make sure that it responds to the Request, pursuant to the instructions of the Client, within **15 working days** from the receipt thereof and duly informs in writing the DPO about the timing and content of the response so provided.

### **3.2.4. Escalation process**

In the case of a complaint received directly from a Data Subject as to how its Request has been addressed, whether during or after the response has been given, the Local Privacy Leader shall ensure that it shares with the Client and the DPO the matter, **no later than 3 working days** after receiving the Data Subject's complaint.

For each of the above steps, and where necessary to handle the case appropriately, the Local Privacy Leader shall be ready to cooperate with the DPO by providing the latter with any relevant information in relation to the matter and inform the Client of the handling of the procedure.

The Group Data Protection Officer's guidance shall be binding. However, the DPO shall not enter into contact directly with the Data Subject, unless expressly required by the Client and the Local Privacy Leader.

### **3.2.5. Refusal of a Request**

Although BCR Members are committed to handling Data Subjects' Requests efficiently, under certain circumstances as defined below, BCR Members may be entitled not to accept the Client or Data Subject Request.

BCR Members can oppose the Client's or Data Subject's Request, where agreeing to the Request would imply that the following information would be shared:

- information covered by the legal privilege;
- information which a BCR Member is legally forbidden to communicate; and/or
- information a BCR Member is processing during the course of an ongoing investigation or pending litigation procedure.

Where there is a conflict of privacy, Personal Data may be redacted before it is shared with the Client or the Data Subject.

In addition, in case of a Request received from the Client regarding a Data Subject opposing the further processing of his/her Personal Data and/or asking for the deletion of his/her Personal Data, BCR Members may refuse to grant such Request where legal obligations prevent BCR Members from doing so or where BCR



Members have an over-riding legitimate interest. This shall be assessed on a case by case basis and referred to the DPO for a final decision before the Client or the Data Subject is informed.

### **3.2.6. Communication with Data Subjects**

If the Client requires BCR Members to handle the Request on its behalf, the following rules shall apply when BCR Members communicate with the Data Subject.

**Under no circumstances and unless otherwise expressly instructed by the Client, shall BCR Members enter into contact with the Data Subject during the entire procedure. Even if required by the Client, BCR Members shall refrain as much as possible from communicating with the Data Subject.**

When communicating with the Data Subject, BCR Members shall cooperate with the Data Subject and address any Request in a timely manner. All communication shall be provided using clear and plain language, in an intelligible, concise, easily accessible and understandable form.

The information to be provided to Data Subjects shall be accurate and limited to (i) what the Data Subject has requested and (ii) the list of information that may be provided by a Data Controller according to the Applicable Data Protection Legislation.

**The Local Privacy Leader shall pay particular attention to the deadlines mentioned in this Procedure.**

As a general rule, BCR Members shall not apply fees for reasonable Data Subject Requests. However, under certain circumstances, in particular where the handling of the Request would imply important efforts from BCR Members, reasonable fees, subject to a national maximum according to applicable laws, may apply provided that the Data Subject is informed about such fees in advance.

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**Questions regarding this procedure or knowledge of a violation or potential violation of this procedure must be reported directly to the Group Data Protection Officer.**

## **1.1 Appendix 11-A BCR-C List of Purposes of Processing and related Categories of Personal Data and Data Subjects (Material Scope)**

In addition to the provisions of section 2.1 on the material scope of this BCR-P, the table below provides further details on the transfers performed under this BCR-P. This table details on the Purpose of Processing and the related categories of Data Subjects and Personal data covered by the present BCR-P. The table below provides details about the Transfers of Personal Data carried out between BCR Members Entities listed in Appendix 1 under this BCR-P.

The countries to which the personal data may be transferred depend of the localization of BCR Members involved in the processing activities and is provided in Appendix 1.

Domain of processing activities		Purpose of processing	Categories of Personal Data	Categories of Data Subjects
<b>Operatio n</b>	<i>Contact centers related activities</i>	<b>Contact Center Operations Management</b>	<p><b>1. Identification data</b> (e.g., Name, Last name, E-Mail, Phone number, Address, Internal processing code allowing the identification of the End Customer)</p> <p><b>2. Professional data</b> (e.g., job title role, employee internal identification number, line reporting manager)</p> <p><b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data)</p> <p><b>4. Personal life data (of End-customer)</b> (e.g., Marital status, number of persons in the household, number and age of children in the household, occupation, living habits and lifestyle, field of activity)</p> <p><b>5. Contract management data</b> (e.g., Transaction number, details of the purchase, subscription, description, and conditions of the good or service purchased, History of the interaction between the End Customer and the Data Controller)</p> <p><b>6. Loyalty programs and Outbound activities data</b> (e.g., Data necessary for the management and cycle of loyalty programs, prospecting, research, surveys, product testing and promotion)</p> <p><b>7. Economic and Financial data</b> (e.g., information necessary to manage end-customer request such as Information on payment, payment terms (discounts, rebates, etc.), bank details)</p>	<p><b>BCR Members' employees</b></p> <p><b>Controller/Client's End customer / Prospects</b></p> <p><b>Controller's/Client's employees and related staff member</b></p>

Domain of processing activities		Purpose of processing	Categories of Personal Data	Categories of Data Subjects
	<b>Opt-out operations (in the course of outbound activities)</b>		<p><b>1. Identification data</b> (e.g., Name, Last name, E-Mail, Phone number, Address, Internal processing code allowing the identification of the End Customer)</p> <p><b>2. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data)</p> <p><b>3. Contract Management Data</b> (e.g., Information regarding the Customer's decision to unsubscribe, including via a third party "do not call list)</p>	<p><b>BCR Members' employees</b></p> <p><b>Controller/Client's End customer / Prospects</b></p>
	<b>End-Customer satisfaction control</b>		<p><b>1. Identification data</b> (e.g. Identification by the means used to interact with the Contact Center (telephone number, fax number, e-mail address, internal processing code allowing identification of the End-Customer)</p> <p><b>2. Professional data</b> (e.g., job title role, line reporting manager, office location)</p> <p><b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data)</p> <p><b>4. Contract management data</b> (e.g., aggregated responses provided, results of evaluation)</p>	<p><b>BCR Members' employees</b></p> <p><b>Controller/Client's End customer / Prospects</b></p>
	<b>Fraud Prevention and detection</b>		<p><b>1. Identification data</b> (e.g., Name, Last name, E-Mail, Phone number, Address, Internal processing code allowing the identification of the End Customer)</p> <p><b>2. Professional data</b> (e.g., job title role, line reporting manager, office location)</p> <p><b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data)</p> <p><b>4. Interaction data</b> (e.g., information on end-customer</p>	<p><b>BCR Members' employees</b></p> <p><b>Controller/Client's End customer / Prospects</b></p>

Domain of processing activities		Purpose of processing	Categories of Personal Data	Categories of Data Subjects
			request, response provided, transcription of conversation)	<b>Controller's/Client's employees and related staff member</b>
		<b>Monitoring, listening &amp; recording interactions</b>	<p><b>1. Identification data</b> (e.g., Name, Last name, E-Mail, Phone number, Address, Internal processing code allowing the identification of the End Customer)</p> <p><b>2. Professional data</b> (e.g., job title role, line reporting manager, office location, employee internal identification number)</p> <p><b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data)</p> <p><b>4. Personal life data</b> (of End-customer) (e.g., Marital status, number of persons in the household, number and age of children in the household, occupation, living habits and lifestyle, field of activity)</p> <p><b>5. Contract management data</b> (e.g., Transaction number, details of the purchase, subscription, description and conditions of the good or service purchased, History of the interaction between the End Customer and the Data Controller)</p> <p><b>6. Loyalty programs and Outbound activities data</b> (e.g., Data necessary for the management and cycle of loyalty programs, prospecting, research, surveys,</p>	<p><b>BCR Members'employees</b></p> <p><b>Controller/Client's End customer / Prospects</b></p> <p><b>Controller's/Client's employees and related staff member</b></p>

Domain of processing activities		Purpose of processing	Categories of Personal Data	Categories of Data Subjects
			product testing and promotion) <b>7. Economic and Financial data</b> (e.g., information necessary to manage end-customer request such as Information on payment, payment terms (discounts, rebates, etc.), bank details) <b>8. Interaction data</b> (e.g., information on end-customer request, response provided, transcription of conversation)	
		<b>Business Intelligence, reporting and analysis</b>	<b>1. Identification data</b> (e.g., name, last name) <b>2. Professional data</b> (e.g., job title role, line reporting manager, office location) <b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data) <b>4. Contract management data</b> (e.g., aggregated stats on compliance with KPI imposed by the client)	<b>BCR Members' employees</b>  <b>Controller/Client's End customer / Prospects</b>  <b>Controller's/Client's employees and related staff member</b>

Domain of processing activities		Purpose of processing	Categories of Personal Data	Categories of Data Subjects
		<b>Numbering &amp; Routing interactions/ interactions technical management</b>	<b>1. Identification data</b> (e.g., Name, Last name, E-Mail, Phone number, Address, Internal processing code allowing the identification of the End Customer) <b>2. Professional data</b> (e.g., job title role, line reporting manager, office location, employee internal identification number) <b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data) <b>4. Contract management data</b> (e.g., Information regarding the Customer's decision to unsubscribe, including via a third party "do not call list")	<b>BCR Members's employees</b>  <b>Controller/Client's End customer / Prospects</b>
		<b>Modification of the agent's voice to shape its expressivity and improve communication</b>	<b>1. Identification data</b> (e.g., Name, Last name, E-Mail, Phone number, Address) <b>2. Professional data</b> (e.g., job title role, line reporting manager, office location, employee internal identification number) <b>3. Technical and connection data</b> (e.g., IP Address, Logins, Device ID data)	<b>BCR Members' employees</b>
	<i>Netino activities</i>	<b>Moderation and online social interactions</b>	<b>1. Identification data</b> (e.g, Name, Last name , picture of the end customer (if published on the tool), E-Mail , Phone number, pseudo) <b>2. Technical and connection data</b> (e.g., IP Address ,Logins, Device ID data)	<b>BCR Members' employees</b>  <b>Controller/Client's End customer / Prospects</b>

Domain of processing activities		Purpose of processing	Categories of Personal Data	Categories of Data Subjects
			<b>3. Interaction data</b> (e.g., access to data published by the data subject on a platform)	
	<i>WPS/WKS related services</i>	<b>Collection and Analysis of KYC Documents (on behalf of ordering clients)</b>	<b>1. Identification data</b> (e.g., Name, Last name) <b>2. KYC information</b> (e.g., go/no go, results of KYC investigations)	<b>Client/Controller's end customer / prospect</b>
		<b>Client Applicants Background Checks / KYE (on behalf of ordering clients)</b>	<b>1. Identification data</b> (e.g., Name, Last name) <b>2. KYC information</b> (e.g., go/no go, results of KYC investigations)	<b>Client/Controller's end customer / prospect</b>



## DOCUMENT CONTROL

Version	Update	Modification summary
0.1	27/02/2022	Final approval
0.2	01/01/2023	Update of list of BCR Members
0.3	24/02/2023	Update of list of BCR Members
0.4	01/04/2024	Re-branding and formatting Partial alignment with relevant provisions of the new EDPB recommendation Recommendations 1/2022 on BCR Controller (repealing and replacing WP56_Rev01)

<b>Review Frequency</b>	This document will be reviewed at least annually or upon change in Webhelp entities
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