Annex to the affiliation agreement : processing personal data's in accordance with the GDPR

Article 1: Subject of the agreement

1.1 Personal data entails all information about an identified or identifiable natural person. In this context, identifiable means a natural person who can be directly or indirectly identified, particularly on the basis of an identifier such as a name, an identification number, location data, an online identifier or one or more elements that typify the physical, physiological, genetic, psychological, economic, cultural or social identity of this natural person.

1.2 The processing of these personal data's will be done in accordance with EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data's and on the free movement of this data (GDPR) and the law of 30 July 2018 on the protection of privacy and its implementing decrees.

Article 2. Categories of personal data's and processing objectives

2.1 The processing of personal data's concerns the processing of data of (former) employees, regardless of the type of employment contract, administrators, applicants, appointees, students, trainees, helpers, self-employed people, family members of these people and, in case of natural persons, the data of the affiliate himself as well as the contacts and persons responsible he has indicated, hereinafter referred to as the 'data subjects'.

2.2 As part of the realisation of this agreement, the affiliate, as the person responsible for processing, will pass on personal data's as mentioned in list 1 to Group S and will instruct Group S, which acts as a processor of these personal data's. Group S will process these data's in execution of this agreement with the objectives as mentioned in the enclosed list 2. Group S will process these data's only for purposes agreed in this agreement or for meeting the affiliate's legal obligations.

Article 3. Conditions regarding subcontractors

3.1 Group S has the right to appeal to subcontractors for carrying out the tasks entrusted to them by the affiliate. These subcontractors will *only* receive the data they need to carry out the tasks Group S has entrusted to them and may *only* use this for carrying out these tasks.

3.2 Group S is responsible for the subcontractor meeting the obligations of Group S as part of the GDPR, and will conclude an agreement with each subcontractor it collaborates with that guarantees at least the same rights and duties as those in this agreement between the affiliate and Group S.

3.3 The affiliate can, by simple request, be updated at any time on the list of subcontractors involved in the execution of the processing of personal data's he has made available. List 3 resumes the subcontractors of Group S at the start of this agreement. This list can be modified, with written approval of the affiliate. Group S will inform the affiliate in case of a change of subcontractor.

Article 4. Obligations of Group S

4.1 Group S will not keep the data for longer than is necessary to carry out the tasks it is responsible for. If the data is no longer necessary, this will be erased in an appropriate and permanent manner at the affiliate's request.

4.2 Group S will ensure that access to the personal data's that require processing is limited to employees who are responsible for this data under its authority and who need this data to carry out tasks entrusted to them as part of this agreement.

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4.3 Group S will point out the importance of observing the stipulations of this agreement to employees responsible for processing personal data's under its authority. The persons authorised to process personal data's for Group S have agreed to observe confidentiality.

The confidentiality obligation of Group S and its employees regarding the processed data remains beyond the term of the contract.

4.4 In case of personal data breach, Group S will cooperate with the affiliate to enable him to guarantee his duties to notify the inspecting authority and data subjects involved in this data breach, taking into account the nature of the processing and the information at its disposal. Among others, the following is meant by data breach: any destruction, falsification, unpermitted spread, access or processing.

If Group S itself detects a data breach, it undertakes to communicate it to the controller, as soon as possible following the detection of the breach. The following information will be specified:

- author of the detection,
- employer concerned,
- contact at Group S,
- summary of the breach,
- number of data subjects concerned,
- categories of data subjects concerned,
- number of personal data records concerned,
- categories of personal data records concerned,
- date of the data breach,
- nature of the data breach,
- possible consequences of the breach,
- technical and organizational measures taken,
- other persons or third parties informed of the data breach,
- data encryption,
- means used to encrypt the data,
- other remarks.

All this information will be communicated to the data controller via a standard form provided for in the data breach reporting procedure.

4.5 Group S will grant the affiliate the necessary help, via suitable techniques and organisational measures, insofar as possible, to meet his duties to comply with requests of people whose personal data's are processed, and especially :

- the communication of the processed data,
- the modification of inaccurate data,
- the deletion of data, except legal obligation of conservation.

Article 5. Obligations of the affiliate

5.1 The affiliate is responsible for the correctness and completeness of the submitted personal data's and of their rightful use. It is the affiliate's duty to inform the data subjects about their rights and legislation on observing the processing of personal datas.

5.2 The affiliate is responsible for the correct use of software made available by Group S. The affiliate sees to the proper protection of the devices used to access the software made available to him by Group S and of the channels used for transferring personal data's to Group S.

5.3 If, in application of this agreement, Group S transfers affiliate data to a third party by written instruction of the affiliate, then it remains the affiliate's responsibility to enter into agreements with this party for the protection of these personal datas.

Article 6. Technical and organisational measures

6.1 Group S undertakes to take appropriate technical and organisational measures to protect personal data's against destruction, either by accident or unlawfully, against loss, falsification, unauthorised spread or access, and against any other form of unlawful processing. It will guarantee a level of protection that is aligned to the risks involved in processing and the nature of the personal data's to be protected, taking account of the technical possibilities and the costs involved.

In this context, Group S will rely on a record of processing activities describing all categories of processing activities carried out by Group S on behalf of the controller, in accordance with the rules set out in Article 30.2 of the GDPR.

6.2 Group S has appointed a Data Protection Officer (DPO). This Data Protection Officer can be contacted via the e-mail address DPO@groups.be or at the address of Group S, Fonsnylaan 40, 1060 Brussels.

6.3 Upon the affiliate's request, an overview can be obtained of all technical and organisational measures taken by Group S.

Article 7. Imparting data to a country outside the European Union

Group S will not impart any personal data's to third parties outside the European Union at any time, unless this is at the explicit and written request of the affiliate.

Article 8. Verification by the affiliate

The affiliate can always request Group S to provide him with all reasonable information that is required to be able to verify whether the duties of this agreement are being met. If this information is materially inaccessible or incorrect, the affiliate has the right, taking account of a written notification one month before the observance of this agreement, to check this via an audit. The audit is limited to personal data of the affiliate. Group S reserves the right to partially or fully charge the affiliate for the costs of such an audit. This right to verification can be exerted no more than once a year.

Article 9. Duration of this agreement

This agreement is valid from the agreement date to Group S and ends after the agreement ends from the moment the data is retransferred to the affiliate or from the moment the data is erased because its statutory filing period has been reached and the tasks for which they were processed have been carried out.

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List 1: Categories of processed personal datas

- Data that enables the identification of the data subject such as, among others, surname, name, date of birth and national insurance number
- Contact information of the data subject
- Financial information of the data subject
- Data concerning recruitment and selection and employment
- Data concerning evaluation, competencies, education
- Identification numbers of the data subject for the affiliate's use of software of suppliers of the affiliate
- Data concerning the marital status of the data subject and the composition of his family
- Details of a contact in case of emergency
- Data concerning the employment conditions and rights of the data subject, such as type and stipulations of the employment contract, work timetable, occupational classification, level, wage scale, bonuses, etc.
- Data concerning access rights, roles and responsibilities
- Data concerning presence and absence
- Data concerning health and periods of illness
- Other data required for fulfilling the affiliate's legal obligations
- All categories of personal data's on the basis of a written agreement with the customer
- Photos, images or badges
- Camera images
- Data concerning residence and work permits
- Assigning company goods such as a company car, smartphone, computer, etc.
- Assigning certain benefits of any kind
- Data concerning disciplinary measures and criminal convictions
- Data concerning professional qualifications and CV
- Data related to the social elections
- Data for access control

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List 2: Processing objectives

- Determining remuneration and possible rights of the employee provided in federal, regional or sectoral laws, instructions and/or collective employment contracts
- Wage calculation
- DIMONA declaration
- DMFA declaration
- Determining the employer's contribution rights
- Declaration to non-government bodies if provided in collective employment contracts or in execution of the conditions provided in the employee's employment contract
- Declaration of social risks concerning unemployment, illness or industrial accidents
- Belcotax declaration
- Other tax declarations laid down by law or regulations
- All activities mentioned here when the affiliation agreement ends and in application of the historical mandate as described in the affiliation agreement
- Keeping personal and wage information of the affiliate available in software applications after the end of the affiliation agreement
- The justification and correctness of the declarations mentioned with regard to the law on authorised inspection – and audit services
- Other declarations provided in sectoral regulations
- Administration of the customer's duties in case of attachment of earnings
- Providing HR services to and for the customer regarding recruitment and selection, evaluation, education and development, competency management, time registration and work planning
- Integration of managed personal data's with software of the customer or of third parties of the customer
- Drawing up lists and reports for the benefit of and for the customer
- Ordering luncheon vouchers and eco vouchers
- Transferring payment orders to his bank under the authority of the customer
- Drawing up documents, whether or not statutory, for the customer
- Socio-legal guidance for the affiliate: advice, settlement of disputes including legal assistance, social audit, management of social relations, training courses
- Organising access rights, roles and responsibilities to individual persons as part of the realisation of our affiliation agreement and after appointment of the affiliate
- Statistical and scientific research, provided that the identification of the person concerned is made impossible pursuant to Article 89.1 of the GDPR
- Transfer of data to :

    - Group S Employers' Clearing Service (0407.759.591),
    - Group S Social Insurance Fund for the Self-employed… (0409.088.293),
    - Group S Management Services (0456.681.542),
    - Kidslife Brussels ASBL (0426.917.586)
    - Kidslife Wallonie ASBL (0697.754.256)
    - Kidslife Vlaanderen ASBL (0687.467.902)

    for commercial purposes, unless expressly stated otherwise by the controller

- All objectives for which Group S was explicitly ordered in writing by its affiliate

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List 3: Subcontractors of Group S

	Legal form	Activity	Head office address
Basware Belgium	SA	Electronic delivery of documents	Ninovesteenweg 196 9320 Aalst
Codabox	SA	Email Inbox	Romeinse straat 10 3001 Leuven
E-contract	SPRL	Electronic signature	Guffenslaan 66 3500 Hasselt
Hr Web	SPRL	HR solutions	Lozenberg 1 1932 Zaventem
Ingenico	SPRL	Online payments solution	Boulevard de la Woluwe 102 1200 Woluwe St Lambert
Isabel	SA	Bank payments	Bld de l'Impératrice 13-15 1000 Bruxelles
Merak	SA	Archiving documents	Steenhoevestraat 6 2800 Mechelen
Nexyan	SPRL	Management of pension funds	Rue du Congrès 35 1000 Bruxelles
Persolis	SA	Software development	Green Alley Office Park 70 1400 Nivelles
Seris Security	SA	Security	Telecomlaan 8 1831 Machelen
Speos Belgium	SA	Printing of documents	Rue Bollickx 32 1070 Anderlecht
Stallion Express	SPRL	Transport of documents	Rue du vieux Foriest 62 1420 Braine-l'Alleud
Twikey	SA	Management of direct debit mandates	Derbystraat 43 9051 Gent
Zoomit	SA	Electronic delivery of documents	Bld de l'Impératrice 13-15 1000 Bruxelles
Trusteam	SA	Management of the data concerning social pollings	Evolis 78 8500 Kortrijk
Inetum – Realdolmen	SA	Solutions IT	Vaucampslaan 42 1654 Huizingen