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Aviso de Privacidad para candidatos TP

Teleperformance Guatemala, S.A., ("TP"), nos comprometemos a respetar su privacidad y proteger su información personal. TP debe tratar su información personal para garantizar el cumplimiento de los requisitos legales para las solicitudes de empleo. Nuestro Aviso de Privacidad proporciona información sobre cómo TP trata su información personal en nuestras operaciones globales. Actualizamos este documento regularmente. **Por favor, léalo detenidamente.**

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Nuestras Normas Corporativas Vinculantes

TP se enorgullece de ser una de las pocas empresas que ha obtenido la aprobación formal de las Autoridades de Protección de Datos de la UE para sus Normas Corporativas Vinculantes (BCR) en virtud del Reglamento General de Protección de Datos (GDPR). Estas BCR forman la base del marco integral de privacidad global de TP Group, lo que nos permite transferir información personal a través de la familia de empresas de TP mientras mantenemos salvaguardas sólidas y protecciones de seguridad.

Como organización global, TP aprovecha sus recursos mundiales para operar de manera eficiente y efectiva. Esto a menudo requiere que su información personal se transfiera a otros países, territorios u organizaciones dentro de TP Group. Nuestras BCR establecen un estándar alto y consistente para la transferencia internacional de información personal, asegurando que su información permanezca protegida dondequiera que se trate.

En circunstancias en las que no es posible el uso de BCR, TP implementa acuerdos de transferencia legal alternativos para garantizar que su información personal continúe protegida de acuerdo con las leyes aplicables.

Para reforzar aún más nuestro compromiso con la privacidad de los datos, TP ha designado una serie de Oficiales de Protección de Datos (DPO o DPO) cuando así lo exija la ley, con el apoyo de



un dedicado Departamento de Privacidad, para supervisar y administrar nuestro marco de privacidad. Para obtener más información sobre cómo protegemos su información personal, detalles adicionales sobre nuestras BCR o los países en los que podemos transferir información personal, consulte nuestra Política de privacidad.

Finalidades del tratamiento de su información personal

Tratamos su información personal para evaluar su idoneidad para el empleo, lo que incluye evaluar su solicitud y considerarlo para vacantes actuales o futuras dentro de TP u otras entidades de TP, incluidas las oportunidades de contratista independiente.

Su información personal también se trata según sea necesario para cumplir con las obligaciones legales y reglamentarias.

En ciertos casos, es posible que TP necesite tratar información personal confidencial (como información de salud o algunos tipos de antecedentes). Solo lo hacemos cuando lo exige o permite la ley local o con su consentimiento explícito.

Los datos personales que recopilamos de usted

TP puede recopilar algunos o todos los siguientes de usted, según lo permita la ley aplicable:

Identificadores personales como nombre completo, dirección, número de teléfono, dirección de correo electrónico, número de identificación fiscal/gubernamental y fecha de nacimiento.

Información de clase protegida como género, ciudadanía, estado migratorio.

Datos de Internet, como la dirección IP y los números de identificación del dispositivo.

Historial de empleo profesional, como fecha de empleo, título e historial laboral, situación laboral, información de compensación, información del formulario de impuestos, información del formulario de inmigración, información de compensación laboral

Historial de educación como transcripciones, cartas de recomendación, verificación de inscripción, certificados, diplomas y títulos.

Cómo tratamos su información personal

TP trata su información personal al:

- Mantener datos de contacto precisos.
- Revisar y evaluar su solicitud.
- Analizar la información de su aplicación para prevenir y detectar fraudes; y
- Considerar su solicitud para futuras oportunidades dentro de TP.

Uso remoto de cámaras durante el proceso de contratación



TP puede usar cámaras para grabar y transmitir entrevistas, ya sea en vivo o de forma remota, como parte del proceso de reclutamiento. Puede elegir si desea activar su cámara durante las entrevistas. Al encender su cámara, acepta que se le grabe. Si prefieres no usar tu cámara o no deseas que te graben, no serás penalizado.

Compartir sus datos personales

Podemos compartir sus datos personales, en la medida en que sea legítimamente necesario teniendo en cuenta la naturaleza de los datos personales, con otras filiales de TP y organizaciones externas, como empresas que brindan los servicios necesarios para garantizar la administración adecuada de su posible empleo en TP o con agencias u organismos gubernamentales (por ejemplo, agencias de seguridad social o de jubilación), según lo exija o permita la ley local. Además, podemos compartir sus datos personales con otras entidades dentro del grupo corporativo global de TP para compartir con usted cualquier oportunidad disponible que pueda coincidir con su conjunto de habilidades, incluidos los roles de contratista independiente.

Clientes de TP.

En el marco de ciertos procesos de reclutamiento y selección, y únicamente cuando sea necesario para evaluar su idoneidad para un puesto específico, TP podrá compartir información limitada del candidato con clientes de TP, con la finalidad de:

- evaluar o validar el acceso del candidato a las herramientas, sistemas o plataformas del cliente;
- realizar verificaciones de antecedentes, elegibilidad o requisitos de seguridad solicitados por el cliente; y/o
- cumplir con requisitos contractuales, regulatorios o de seguridad aplicables a la cuenta del cliente.

Dicho intercambio se realizará sobre la base de necesidad, limitado a la información estrictamente requerida, y sujeto a obligaciones contractuales de confidencialidad, seguridad y uso limitado de la información por parte del cliente, así como a la legislación aplicable en materia de protección de datos personales.

Retención de su información personal

Conservamos su información personal para satisfacer los fines establecidos anteriormente, o según lo permita la ley.



Sus derechos de privacidad

Dependiendo de dónde viva, puede tener algunos o todos los siguientes derechos con respecto a su información personal:

- **Acceso:** puede solicitar acceso a su información personal, de forma gratuita.
- **Rectificación:** puede solicitar a TP que corrija la información personal inexacta o incompleta.
- **Eliminación:** puede solicitar a TP que elimine su información personal, sujeto a excepciones legales, cuando se aplique una de las siguientes razones:
 - a. Su información personal ya no es necesaria para el propósito para el que se recopiló inicialmente;
 - b. Retira su consentimiento para tratar su información personal cuando el consentimiento es la base legal para el tratamiento;
 - c. Se opone a las decisiones automatizadas que involucran su información personal;
 - d. Se opone al tratamiento automatizado con fines de marketing directo; o
 - e. Su información personal ha sido tratada ilícitamente.
- **Limitación:** puede solicitar a TP que limite el tratamiento de su información personal si se aplica una de las siguientes situaciones:
 - a. Usted impugna la exactitud de su información personal;
 - b. El tratamiento es ilícito y desea limitar nuestro uso de su información personal en lugar de borrar esa información; y
 - c. No desea que se aplique el tratamiento automatizado a su información personal.
- **Portabilidad:** en circunstancias específicas, puede solicitar a TP que le envíe su información personal a usted o a otra organización en un formato estructurado, de uso común y legible por máquina.
- **Retirar el consentimiento:** en cualquier momento, puede retirar su consentimiento para el tratamiento cuando previamente dio su consentimiento. La retirada de su consentimiento no afectará el tratamiento que no se basó en su consentimiento.
- **Objeción:** puede oponerse a que TP trate su información personal para marketing directo.

Datos de contacto y enlaces

Si tiene preguntas sobre privacidad o desea realizar una solicitud de privacidad, puede comunicarse con nuestra oficina de privacidad en: DSRPrivacyOffice@teleperformance.com.

Si se encuentra en la UE, puede presentar quejas de privacidad ante las autoridades de protección de datos. La lista de autoridades de protección de datos está disponible [aquí](#).



Términos Específicos De Cada País

Las leyes locales de protección de datos de algunos países y, en otras jurisdicciones como Guatemala, los marcos constitucionales y jurisprudenciales aplicables en ausencia de una ley específica de protección de datos personales requieren términos adicionales o diferentes de los términos generales de este Aviso de privacidad. Por favor, compruebe para cualquier término adicional o diferente específico de un país que pueda aplicarse además de los términos generales de este Aviso de privacidad en función de su ubicación. Si existe algún conflicto entre los términos generales del Aviso de privacidad y los términos específicos de cada país en , se aplican los términos específicos de cada país.

RECONOCIMIENTO

Reconocimiento y consentimiento, acuso de recibido y entendimiento completo de este Aviso de Privacidad y sus Anexos después de haberlo leído. Al colocar mi firma en este Aviso de privacidad y/o al firmar de manera electrónica por el sistema que Teleperformance designe y/o dar conocimiento al mismo a través del sistema de gestión de comunicación interna de Teleperformance (CCMS) doy mi consentimiento para el procesamiento de mis Datos personales como se establece anteriormente.

Nombre y Firma _____

Fecha _____



ANEXO 1

TÉRMINOS COMPLEMENTARIOS

1. GUATEMALA

1.1. Si se encuentra en Guatemala, las siguientes disposiciones específicas se aplican a nuestra recopilación, procesamiento o uso de sus datos personales, en adición a/o en lugar de las secciones relevantes del Aviso de Privacidad anterior.

El Responsable del tratamiento de sus datos es Teleperformance Guatemala, S.A., con domicilio en la República de Guatemala (en lo sucesivo, “TP Guatemala”).

1.2. Marco legal aplicable en Guatemala

En Guatemala no existe, a la fecha, una ley general de protección de datos personales. Sin embargo, el tratamiento de datos personales está sujeto a obligaciones jurídicamente vinculantes derivadas de: (i) la Constitución Política de la República de Guatemala (“CPRG”), particularmente sus artículos 23 (inviolabilidad de la vivienda y documentos), 24 (inviolabilidad de correspondencia, comunicaciones y documentos), 30 y 31 (acceso a datos personales en archivos y registros estatales) y 46 (preeminencia del Derecho Internacional de los Derechos Humanos); (ii) la jurisprudencia de la Corte de Constitucionalidad (“CC”), que ha reconocido el derecho a la autodeterminación informativa como un derecho fundamental, exigiendo consentimiento del titular, finalidad legítima, exactitud, confidencialidad y posibilidad de exclusión de sus datos (Exps. 1356-2006, 863-2011 y 3552-2014); (iii) la Ley de Acceso a la Información Pública (“LAIP”), como marco mínimo aplicable al sector público; y (iv) la Convención Americana sobre Derechos Humanos (art. 11 CADH), de aplicación directa en Guatemala vía el art. 46 CPRG. La jurisprudencia de la CC es de observancia obligatoria para todos los órganos del Estado, tribunales y particulares, conforme a los arts. 43 y 185 de la Ley de Amparo, Exhibición Personal y de Constitucionalidad (“LdAEPyC”) y el art. 2 de la Ley del Organismo Judicial.

1.3 Datos sujetos a tratamiento

Además de los datos indicados en el cuerpo principal de este Aviso, TP Guatemala podrá tratar datos personales sensibles, incluyendo datos biométricos, únicamente cuando lo exija o permita el marco constitucional y jurisprudencial guatemalteco y siempre que se cuente con el consentimiento expreso e informado del titular.

1.4 Finalidades del tratamiento

Las finalidades del tratamiento son las descritas en el Anexo 1 de este Aviso de Privacidad. En Guatemala, la base del tratamiento se sustenta en: (a) la relación contractual laboral; (b) el cumplimiento de obligaciones legales aplicables; (c) el interés legítimo de TP Guatemala en los casos permitidos por el marco constitucional y la jurisprudencia de la CC; y (d) el consentimiento expreso del titular, requerido para el tratamiento de datos sensibles, datos biométricos y cualquier uso comercial o divulgación de datos personales a terceros no indispensable para la relación laboral.

1.5 Sus derechos en Guatemala

De conformidad con la jurisprudencia de la Corte de Constitucionalidad, usted tiene los siguientes derechos respecto de sus datos personales:



Acceso: obtener confirmación sobre si sus datos personales son tratados por TP Guatemala y recibir información completa sobre dicho tratamiento, así como copia de los datos que le conciernen.

Rectificación: exigir la corrección, actualización o complemento de sus datos cuando resulten inexactos, desactualizados o incompletos.

Actualización: solicitar que sus datos reflejen su situación real al momento de su tratamiento.

Supresión (derecho al olvido): solicitar la eliminación de sus datos personales cuando no exista base legal que justifique su conservación o cuando el tratamiento resulte indebido o excesivo.

Confidencialidad: exigir que sus datos no sean divulgados, comunicados o accedidos por terceros no autorizados.

Oposición: oponerse al tratamiento de sus datos en supuestos no necesarios para la ejecución de la relación jurídica con usted.

Para ejercer estos derechos, póngase en contacto con su representante local de RR.HH. o envíe un correo electrónico a privacy@Teleperformance.com.

1.6 Mecanismo de tutela constitucional

En Guatemala, la vía idónea para garantizar los derechos sobre datos personales es la acción de amparo ante la Corte de Constitucionalidad, conforme a la LdAEPyC y la jurisprudencia de la CC (Exp. 1356-2006). Nada en el presente Aviso de Privacidad limita el derecho del titular a interponer las acciones constitucionales o legales que correspondan ante las autoridades competentes.

1.7 Datos sensibles y biométricos

El tratamiento de datos personales sensibles, incluyendo datos de salud, origen étnico, orientación sexual y datos biométricos como la voz requiere el consentimiento expreso e informado del titular, salvo que la ley lo exija por otra razón. TP Guatemala se compromete a obtener dicho consentimiento de conformidad con las prácticas de la industria, jurisprudencia y el marco convencional interamericano.

Si usted otorga su consentimiento, TP Guatemala podrá tratar sus datos personales y datos personales biométricos, incluyendo su voz, para desarrollar, entrenar, mejorar e implementar herramientas, sistemas y servicios, incluyendo aquellos basados en inteligencia artificial, conforme a los fines descritos en la sección 4.10 del presente Aviso.

☒ Autorizo el tratamiento de mis datos personales biométricos para los fines señalados.

2.8 Transferencias de datos personales

En Guatemala no existe una normativa específica que regule las transferencias internacionales de datos personales. Sin embargo, TP Guatemala se compromete a garantizar que cualquier transferencia de sus datos al exterior cumpla con los estándares de protección derivados del marco constitucional y jurisprudencial guatemalteco. Para tales efectos, TP Guatemala se respaldará en las Normas Corporativas Vinculantes (BCR) del Grupo TP y/u otros mecanismos contractuales que aseguren un nivel de protección equivalente al reconocido por la CC.



TP Group Binding Corporate Rules for Controllers (BCR-C)

April 2026



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Part 1 – Introduction

1.1 Definitions

“Adequate Country” means any country, territory or one or more specified sectors within that country, or organization that is located outside of the EEA/UK and is recognized by the European Commission for the EEA, or the ICO for the UK, as ensuring an adequate level of protection of Personal Data. The list of Adequate Countries for the EEA is available at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en

“BCR” means Binding Corporate Rules and constitutes a legal mechanism enabling transfers of Personal Data originating from or Processed in the EEA/UK within the Group.

“BCR-C” means the Controller Binding Corporate Rules (particularly Parts 1 and 2 of these BCRs).

“Client” means a third party to whom TP provides services described in a contract signed between TP and such Client. In this situation, the Client acts as a Data Controller in relation to the Processing of Personal Data by TP, which in turn acts as a Data Processor on behalf of such Client.

“CNIL” means *Commission Nationale de l'Informatique et des Libertés*, which is the French DPA, and the lead DPA for TP.

“CPO” means the Chief Privacy Officer.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.

“Data Subject” means any natural person identified or identifiable by his/her Personal Data.

“DPA” means Data Protection Authority (i.e., a privacy regulator).

“DPO” means the designated Data Protection Officer, when required by applicable laws and regulations.

“EEA/UK” means the European Economic Area and the UK.

“EEA” means the European Economic Area and includes all member states of the European Union, as well as Iceland, Liechtenstein, and Norway.

“Functional Privacy Lead” means the primary point of contact between a global or regional function within TP for which he/she is responsible, and the Privacy Office.

“Group” means TP and any subsidiary that is wholly or partially owned, whether directly or indirectly, by TP.

“ICO” means Information Commissioner’s Office, which is the UK DPA.

“Intercompany Agreement” or **“ICA”** means the contractual agreement between TP and its subsidiaries and affiliates wherein they abide by the conditions set forth in TP’s BCR.

“Personal Data” means any information relating to an identified or identifiable natural person (‘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;

“Privacy Office” means the Chief Privacy Officer and Privacy, Risk and Compliance Officers.



“Privacy, Risk and Compliance Officer” means the primary point of contact between the TP Company or local function for which he/she is responsible and the Privacy Office. The responsibilities of the Privacy, Risk and Compliance Officers are listed in Part 1, Section 5.2.11.6 of this Policy.

“Process” or “Processing”, in relation to Personal Data, means any operation or set of operations which is performed on the Personal Data or sets of Personal Data, whether or not by automatic means, which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making the Personal Data available, alignment or combination, restriction, erasure or destruction.

“Profiling” means any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a Data Subject, in particular to analyze or predict aspects concerning that Data Subject's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements.

“Sensitive Data” means any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, or data concerning health, sex life or sexual orientation.

“Sub-processor” means a TP Company contracted by another TP Company, acting as a Data Processor, to Process Personal Data.

“Third-Party Data Processor” means a non-TP Company contracted by a TP Company to Process Personal Data.

“TP” or “TP Company/ies” means any/all subsidiary/ies of the Group.

“Workforce Members” means individuals that perform work or otherwise provide services for any TP Company, such as, but not limited to, employees, contractors, staffing agencies, and vendors.

1.2 Purpose

This policy (“this Policy”) expresses the strong commitment of TP Group to respect and protect the privacy and Personal Data of every individual, including its Workforce Members, suppliers, customers, business partners, Clients and their respective end customers. Its purpose is to provide appropriate safeguards when the Group, or any of its TP Companies, Processes Personal Data.

In line with privacy and data protection laws and regulations applicable in EEA/UK, this Policy also constitutes a legal mechanism (i.e., “Binding Corporate Rules”) enabling international data transfers within the Group, whenever TP acts either as a Data Controller or a Data Processor, including when it transfers such Personal Data on behalf of a Client. When Personal Data is transferred within the Group on behalf of a Client, the Client remains responsible for (i) deciding whether this Policy provides appropriate safeguards for such transfers, and (ii) implementing other safeguards if it chooses not to rely on this Policy.

1.3 Scope

This Policy applies globally to all TP Companies.

Depending on the role of a TP Company in Processing, it shall apply this Policy when it Processes Personal Data as a Data Controller in compliance with Parts 1 and 2 of this Policy.

Some TP Companies may act both as a Data Controller and a Data Processor on behalf of a Client and hence shall comply with both BCR-C and BCR-P Policies as appropriate.

This Policy sets global requirements which all TP Companies shall follow marked in black. “EEA/UK” and “BCR” requirements apply in addition to such global requirements.

Requirements in this Policy marked in green apply in cases where such EEA/UK Personal Data is transferred to TP Companies in non-EEA/UK countries.

Requirements in this Policy marked in blue apply where applicable when the Personal Data under Processing is subject to laws and regulations applicable in EEA countries and the /UK and where such EEA/UK Personal Data is transferred to TP Companies in non-EEA/UK countries are marked in dark blue.

No country-specific privacy policies are permitted for TP Companies based in EEA/UK. Where country-specific privacy policies are developed for non-EEA/UK countries, they must be subject to this Policy and, subject to applicable law, must not have provisions that contradict with the applicable requirements in this Policy.

1.3.1 Duty to Respect the BCR-C

All TP Companies are legally bound by, and shall adhere to, the commitments and obligations set forth in these Binding Corporate Rules for Controllers (“BCR-C”). By becoming a member of the TP Group, and through execution of the Intercompany Agreement, each TP Company expressly acknowledges that it is legally bound to respect, implement and maintain compliance with the BCR-C.

Each TP Company shall ensure that its Workforce Members, contractors and other individuals acting on its behalf understand and comply with the duties and responsibilities arising under the BCR-C. This includes adherence to all privacy and data protection principles, policies and procedures derived from, or implementing, the BCR-C.

Workforce Members are required to respect the BCR-C in the performance of their duties and to handle Personal Data in accordance with its principles. Any failure to comply with the BCR-C may constitute a breach of internal policy and may result in disciplinary action, contractual consequences, or other corrective measures in accordance with applicable laws and regulations.

1.3.2 Conflict between this Policy and Local Laws and Regulations

When local laws and regulations require a higher level of protection for Personal Data, they take precedence over this Policy. In addition, the specific requirements of this Policy apply only when local laws and regulations permit.

1.3.3 Updates to this Policy

Any divergence from this Policy by any TP Company shall be approved by the Privacy Office.

This Policy shall be reviewed every year by the Privacy Office, and any change to this Policy, including updates, shall be approved by the CPO. The Privacy Office shall maintain and update this Policy and communicate without undue delay any updates to all TP Companies.

The Privacy Office shall also maintain and update a list of the TP Companies bound by this Policy, and when TP acts on behalf of Clients, a list of the Third-Party Data Processors involved in the Processing activities undertaken for each Client; and shall communicate such updates to all TP Companies. The Privacy Office shall keep record of any updates to this Policy, and provides the necessary information on Data Subjects, and, upon request, to relevant DPAs.

When a non-EEA/UK TP Company is added to the list of TP Companies bound by this Policy (e.g., it has been recently created or acquired), this Policy can only be used to legitimize transfers of Personal Data to such TP Company once it has signed the Intercompany Agreement and is compliant with this Policy.

Any changes to this Policy, to the list of TP Companies bound by this Policy, or to the list of Third-Party Data Processors, shall be communicated to EEA/UK DPAs upon request. Any changes to the public version of this Policy, to the list of TP Companies bound by this Policy, or to the list of Third-Party Data Processors, shall be accessible to Data Subjects upon request. Any changes to this Policy, to the list of TP Companies bound by this Policy, or to the list of Third-Party Data Processors which substantially affect the conditions under which TP Processes Personal Data on behalf of its Clients, as specified in the respective contracts, shall be communicated to such Clients.

Any substantial changes to this Policy or to the list of TP Companies bound by it shall be notified to the CNIL, as lead supervisory authority, in accordance with applicable BCR requirements. Where a modification could affect the level of protection offered by these BCRs or significantly impact their operation, TP shall inform the CNIL in advance so that it can assess whether any further approval is required. Once a year, the CNIL should be notified via the BCR Lead of any changes to this Policy or to the list of BCR members, with a brief explanation of the reasons for the changes. This includes any changes made to align this Policy with any updated regulatory guidance, including European Data Protection Board ("EDPB") recommendations. The CNIL should also be notified once a year in instances where no changes have been made.

1.4 List of BCR Members and Geographical Scope

The structure of the TP Group and the list of TP Companies bound by these BCR-C are set out in **Annex A**, which forms an integral part of this Policy. This list includes, for each TP Company, its legal name, registered address, and, where available, company registration number and local contact details.

The BCR-C apply to all TP Companies that have formally acceded to this Policy and are bound by the Intercompany Agreement. All such TP Companies are collectively referred to as "BCR Members".

The BCR-C covers all transfers of Personal Data from TP Companies located within the EEA/UK to TP Companies established outside the EEA/UK, as well as all onward transfers of such Personal Data between TP Companies located outside the EEA/UK.

An up-to-date version of this list shall be maintained by TP, as the BCR Lead Entity, and made publicly available on the Group's website. Any updates to the list of BCR Members shall be reflected in the published version of this Policy without undue delay.

1.5 Termination of BCR-C Participation

Where a TP Company acting as a Data Importer ceases to be bound by these BCR-C, whether as a result of withdrawal, divestment, restructuring, or any other reason, it shall immediately inform the Group Data Protection Officer and each TP Company that has transferred Personal Data to it under these BCR-C.

The Data Importer shall, at the choice of the relevant Data Exporter, either return all Personal Data received under these BCR-C, including all copies, to the Data Exporter, or delete such Personal Data in its entirety and provide written certification of deletion to the Data Exporter.

Where applicable local law requires the Data Importer to retain certain Personal Data, the Data Importer shall notify the Data Exporter of that legal obligation and shall retain the data only for the period and to the extent required by law. It shall also ensure that appropriate technical and organizational measures remain in place to preserve the confidentiality and integrity of the Personal Data, and that no further active Processing occurs other than that strictly required by such law.

Where the Data Exporter and the Data Importer expressly agree that the Personal Data may be kept by the Data Importer, the Data Importer shall ensure that the protection of the Personal Data continues in accordance with Chapter V of the GDPR and these BCR-C.

1.6 Data Protection Officer and Privacy Network

TP has appointed a **Group Data Protection Officer (DPO)**, in accordance with Article 37 of the GDPR, to oversee compliance with these BCR-C and with applicable data protection laws across the TP Group. The Group DPO shall be supported by a network of local DPOs and Privacy, Risk and Compliance Officers (“the Privacy Network”) designated within individual TP Companies, as appropriate, to ensure consistent implementation of this Policy.

The Group DPO shall report directly to the highest management level of TP and shall have the authority and independence necessary to perform their duties. The Group DPO may, where necessary, inform the highest management level of any issues arising in relation to compliance with the BCR-C or applicable data protection laws.

The responsibilities of the Group DPO and the Privacy Network include, without limitation:

- Monitoring compliance with the BCR-C and applicable data protection legislation
- Advising management and staff on data protection obligations
- Acting as the primary point of contact for Competent Supervisory Authorities and facilitating investigations or audits
- Managing and escalating privacy risks
- Monitoring the completion of data protection training and awareness programs; and
- Coordinating responses to Data Subject requests and complaints under this Policy.

The Group DPO and the members of the Privacy Network shall perform their duties free from any conflict of interest. They shall not be directly responsible for determining the purposes or means of Processing Personal Data, nor for conducting BCR-C audits where such involvement would compromise their independence.

Data Subjects and Supervisory Authorities may contact the Group DPO directly regarding any matter relating to these BCR-C or the Processing of Personal Data at:

- **By post:** Group Data Protection Officer, TP, 21–25 rue Balzac, 75008 Paris, France;
- **By email:** privacy@teleperformance.com;
- **Via the online privacy portal:** <https://www.teleperformance.com/en-us/footer/privacy>.

The contact details of the Group DPO shall be published and kept up to date on the TP website.

1.7 Training

TP shall provide yearly privacy and data protection training to employees involved permanently or regularly in the Processing of Personal Data or in the development of tools used to Process Personal Data. Such training shall raise awareness about this Policy and requirements contained herein. Training should cover, among other topics, procedures of managing requests for access to Personal Data by public authorities.

TP Companies shall use the dedicated training material developed by the Group, including an e-learning solution, or any other means when more appropriate for a particular TP Company, to train their Workforce Members. Any divergence by any TP Company from the training curriculum provided by the Group shall be approved by the Privacy Office.

Part 2 – Data Controller Activities

1. Processing of Personal Data

1.1 Purposes of Processing Personal Data

TP Companies acting as Data Controllers Process Personal Data for business-related purposes. The categories of Data Subjects and Personal Data and the purposes of Processing include, without being limited to, the following:

Category of Data Subjects	Purposes of Processing	Categories of Personal Data Processed
Employees, temporary staff, candidates, independent contractors, trainees	Human resources and personnel management, including recruitment, workforce planning, training and performance management, compensation and benefits, leave and benefits administration, pay slip distribution, employee information and skills management, employee surveys, exit processes, and health and safety compliance.	HR Personal Data, including: basic personal details (e.g., name, age, date of birth); education, training and experience; languages; trade union membership ; travel and expenses information (e.g., booking details, passport/visa details, dietary requirements); family and social circumstances (e.g., marital status, emergency contacts, religion); job-related information (e.g., title, role, start date, location); health and absence data (e.g., reason for absence, disability information); training and performance (e.g., disciplinary records, performance ratings, call recordings); financial data (e.g., bank details, national insurance number, bonus payments); photographic, video and location information (e.g., CCTV, tracking data); background checks (e.g., criminal checks, work eligibility); system access logs; account credentials (e.g., username, password, security questions).
Clients	Client relationship management, including business development, sales, marketing, contracting, research, managing relationships,	Client Personal Data, including: basic personal details (e.g., name); photographic, video and location information (e.g., CCTV); background

	invoicing, client services, enquiries handling, and meeting legal/regulatory obligations.	checks (e.g., criminal checks, credit checks); system access logs; account credentials (e.g., username, password, security questions).
Suppliers, vendors, business partners, and other third parties	Business operations, including supplier/vendor management, compliance, reporting, due diligence, facilities and buildings management, IT operations, customer surveys, and legal/regulatory compliance.	Third-party Personal Data, including: basic personal details (e.g., name); business activities (e.g., services provided); financial information (e.g., bank account details); photographic, video and location information (e.g., CCTV); background checks (e.g., criminal records checks); system access logs; account credentials (e.g., username, password, security questions).

1.2 Rules to follow while Processing Personal Data and Sensitive Data

TP and all BCR Members shall ensure that the Processing of Personal Data is carried out in accordance with the principles set out under Article 5 of the GDPR. These principles are described in detail in Sections 1.2.1 to 1.2.6 of this Policy and form the foundation of all Processing operations conducted under these BCR-C.

Each TP Company and its Workforce Members shall observe the following principles while Processing Personal Data:

1.2.1 Fairness and Lawfulness

TP Companies shall always rely on a lawful basis for Processing Personal Data and Sensitive Data, in accordance with applicable local laws and regulations.

For the Processing of Personal Data subject to laws and regulations applicable in EEA/UK countries, TP Companies shall rely on one of the following grounds:

- The Data Subject has given his/her consent to the Processing of his/her Personal Data for one or more specific purposes.
- The Processing is necessary for the performance of a contract to which the Data Subject is party, or in order to take steps at the request of the Data Subject prior to entering into a contract.
- The Processing is necessary for compliance with a law or regulation applicable in an EEA/UK country to which the TP Company is subject.
- The Processing is necessary to protect the vital interests of the Data Subject or of another natural person.
- The Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the TP Company or in a third party to whom the Personal Data is disclosed; or
- The Processing is necessary for the purposes of the legitimate interests pursued by the TP Company or by the third party to whom the Personal Data is disclosed, except when such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject.

For the Processing of Sensitive Data subject to laws and regulations applicable in EEA/UK countries, TP Companies shall rely on one of the following grounds:

- The Data Subject has given his/her explicit consent to the Processing of his/her Sensitive Data for one or more specific purposes, except when prohibited by the laws and regulations applicable to the TP Company in an EEA/UK Country.

- The Processing is necessary for the purposes of carrying out the obligations and specific rights of the TP Company or of the Data Subject in the field of employment law and social security and social protection law, and insofar it is authorized by the laws and regulations applicable to the TP Company in an EEA/UK country, which laws and regulations provide for adequate safeguards.
- The Processing is necessary to protect the vital interests of the Data Subject or of another person, in each case when the Data Subject is physically or legally incapable of giving his/her consent.
- The Processing is carried out in the course of the legitimate activities, with appropriate safeguards, by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade-union aim, and on condition that the Processing relates solely to the members of the body or to persons who have regular contact with it in connection with its purposes and that the Personal Data is not disclosed to a third party without the Data Subject's consent;
- The Processing relates to Personal Data manifestly made public by the Data Subject.
- The Processing is necessary for the establishment, exercise or defense of legal claims, or whenever courts are acting in their judicial capacity; or
- The Processing of the Sensitive Data is required for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of laws and regulations applicable to EEA/UK countries, and when those Sensitive Data are Processed pursuant to contract with a health professional subject to the obligation of professional secrecy under laws and regulations applicable in EEA/UK countries, or by another person also subject to an equivalent obligation of secrecy.

For the Processing of Personal Data relating to criminal convictions and offences or related security measures subject to laws and regulations applicable in EEA/UK countries, TP Companies shall only Process such Personal Data under the control of an official authority, or when the Processing is authorized by laws and regulations applicable in EEA/UK countries providing for appropriate safeguards for Data Subjects' rights and freedoms.

When a Processing is based on a Data Subject's consent, TP Companies shall:

- Ensure that consent is freely given, specific, informed and an unambiguous indication of the Data Subject's wishes (by a statement or clear affirmative action) to agree to the Processing.
- Ensure that the Data Subject is able to withdraw his/her consent easily at any time and receives information of such ability prior to giving consent.
- Implement and maintain processes to record the giving and withdrawal of consent; and
- Ensure that if consent is given as part of a written declaration also concerning other matters, it is presented in a manner which is clearly distinguishable from other matters, in an intelligible form, using clear and plain language.

1.3 Transparency

Before collecting Personal Data, TP Companies shall provide Data Subjects with any information required by applicable laws and regulations, and at least with the identity and contact details of the Data Controller and of its representative, if any; the purposes of the Processing; the recipients or categories of recipients of the Personal Data; and the existence of Data Subjects' rights of access to, and to rectify, their Personal Data.

1.3.1 Personal Data Directly Obtained from the Data Subject

In addition, TP Companies shall provide Data Subjects with the information set out below in writing or by other means, including, when appropriate, in electronic form. It shall be provided in a concise, transparent, and easily accessible form, using clear and plain language:

- The contact details of the DPO, when applicable.
- The lawful basis for the Processing.

- The legitimate interest pursued by the TP Company or by a third party, when such interest provides the lawful basis for the Processing.
- In case of transfers to non-EEA/UK countries, the fact that the TP Company intends to transfer Personal Data to non-EEA/UK countries, the measures implemented to protect the Personal Data transferred, and the means by which a Data Subject can obtain a copy of them or where they have been made available.
- The period for which the Personal Data shall be stored, or if not possible, the criteria used to determine this period.
- The existence of Data Subjects' rights to:
 - Access to and erase Personal Data, restrict Processing, data portability, and to object to Processing. This objection right shall be explicitly brought to the Data Subject's attention, clearly and separately from any other information, when the Processing is based on the Data Controller's legitimate interest, or when Personal Data is Processed for direct marketing purposes.
 - Withdraw consent at any time when it provides the lawful basis for the Processing of Personal Data or Sensitive Data. Such withdrawal shall not affect the lawfulness of the Processing carried out before the Data Subject's request for withdrawal of his/her consent; and
 - Lodge a complaint before the applicable EEA/UK DPA.
 - Whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the Data Subject is obliged to provide the Personal Data and the possible consequences of failure to provide them; and
 - The existence of automated decision-making, including Profiling, and meaningful information about the logic involved, as well as the significance and envisaged consequences of such Processing for the Data Subject.

TP Companies intending to Process Personal Data for a purpose other than the initial purpose shall inform the affected Data Subjects prior to the further Processing with information on that other purpose, and with any relevant information as listed above.

1.3.2 Personal Data not Obtained Directly from the Data Subject

When Personal Data is not obtained directly from the Data Subject, the latter should be provided with the same information as listed in Section 1.3.1 above, as well as the categories of Personal Data concerned, the source from which the Personal Data originate, and whether the Personal Data came from publicly accessible sources.

Except when the Data Subject already has such information, it should be provided to him/her within 1 month of obtaining the Personal Data, having regard to the specific circumstances in which the Personal Data is Processed, or, if the Personal Data is to be used to communicate with the Data Subject to whom the Personal Data relates, at the latest at the time of first communication with that Data Subject, or, if a disclosure to a third party is envisaged, no later than the time when the Personal Data is first disclosed.

Such information is not required if its provision proves impossible or would involve a disproportionate effort, if collection or disclosure is expressly required by applicable laws and regulations, or if Personal Data shall remain confidential subject to an obligation of professional secrecy required by laws and regulations applicable in EEA/UK countries.

TP Companies intending to Process Personal Data for a purpose other than the initial one shall inform the affected Data Subjects prior to the further Processing with information on that other purpose, and with any relevant information as listed above.

When required by applicable laws and regulations, any notification or registration with a DPA shall be performed by TP Companies.

An up-to-date public version of this Policy and an up-to-date list of the TP Companies bound by this Policy shall be made easily accessible to Data Subjects.



1.4 Purpose Limitation

TP Companies shall only collect Personal Data for one or more specified, explicit, and lawful purposes, and not further Process them incompatibly with those purposes.

1.5 Data Minimization and Accuracy

Personal Data shall be adequate, relevant, and not excessive in relation to the purposes for which the Personal Data is Processed.

Similarly, Personal Data shall be accurate and, where necessary, kept up to date; TP shall exert reasonable effort to ensure that Personal Data that are determined to be inaccurate, having regard to the purposes for which they are Processed, are erased or rectified without undue delay. It is the responsibility of the Data Subject to inform TP of any inaccuracy or update of his/her Personal Data. However, TP shall exert reasonable effort to ensure its databases are as accurate and up to date as possible, including deleting inaccurate Personal Data.

1.6 Data Retention

Personal Data shall not be kept for longer than is necessary, and retention shall be in accordance with the following rules:

- The retention period during which Personal Data is kept shall be reviewed periodically.
- This retention period shall be adequate for the purpose/s of the Processing, and the Personal Data shall not be kept once the purpose/s has/have been accomplished; and
- Once they are no longer required, all Personal Data shall be deleted or anonymized in a secure manner ensuring protection from unlawful or wrongful access.

A BCR member acting as data importer, which ceases to be bound by the BCR-C may keep, return, or delete the personal data received under the BCR-C. If the data exporter and data importer agree that the data may be kept by the data importer, protection must be maintained in accordance with Chapter V GDPR.

1.7 Integrity and Confidentiality

TP Companies shall implement appropriate technical and organizational measures, as further specified.

2. Data Subjects' Rights Concerning their Personal Data

2.1 Data Subjects' Rights to Access Correct, Erase, or Object

TP commits that all Data Subjects should be provided with information on their third-party beneficiary rights, regarding the Processing of their Personal Data, and on the means to exercise those rights in accordance with applicable laws and regulations.

When required by applicable laws and regulations, TP Companies shall provide Data Subjects with the right to access their Personal Data Processed by the TP Company.

When required by applicable laws and regulations, TP Companies shall also provide Data Subjects with the ability to correct, without undue delay, their Personal Data when it is incomplete or inaccurate, including by means of providing a supplementary statement.

TP Companies shall adhere to the procedure referred to in Part 2, Section 10 of this Policy when responding to Data Subjects' requests to access, correct, erase, and object.

2.1.1 Right to Access

In relation to the right to access, Data Subjects shall be given access to the following:

- Confirmation as to whether the TP Company Processes Personal Data about that Data Subject.
- Explanation of the purposes of the Processing, the categories of Personal Data, and the recipients or categories of recipients to whom the Personal Data is disclosed (particularly recipients in non-EEA/UK countries) and the appropriate safeguards provided to such transfers.
- When possible, the period for which the Personal Data shall be stored, or, if not possible, the criteria used to determine that period.
- A copy of their Personal Data undergoing Processing, and of any available information as to their source when the Personal Data is not obtained from the Data Subject.
- The existence of the right to request from the TP Company rectification or erasure of Personal Data, or restriction of Processing of Personal Data concerning the Data Subject, or to object to such Processing.
- The right to lodge a complaint with an applicable EEA/UK DPA; and

When the TP Company makes decisions based solely on automated Processing of Personal Data, including Profiling, meaningful knowledge of the logic involved in such automatic Processing, as well as the significance and the envisaged consequences of such Processing for the Data Subject.

TP Companies may only reject an access request when they can prove that:

- The TP Company is unable to verify the identity of the Data Subject.
- The Data Subject's right to such request is specifically limited by a law or regulation applicable in an EEA/UK country; or
- The request would impinge on the protection of the rights and freedoms of third parties, when redaction of the Personal Data and/or other measures to mitigate such effects are not reasonably feasible.

The Data Subject is engaged in a litigation or other legal process with or relating to a TP Company, or there is a strong suspicion that the Data Subject shall initiate litigation with a TP Company, in accordance with applicable laws and regulations.

2.1.2 Right to Erasure

TP Companies shall give Data Subjects the ability to request the erasure of their Personal Data without undue delay if:

- The Personal Data is no longer necessary in relation to the purpose(s) for which they were collected or otherwise Processed.
- The Data Subject withdraws consent on which the Processing is based, and there is no other lawful basis for the Processing.
- The Data Subject objects to Processing performed on the basis of the Data Controller's legitimate interests when there are no overriding legitimate grounds for the Processing, or the Data Subject objects to the Processing for direct marketing purposes.
- The Personal Data have been unlawfully Processed; or
- Personal Data shall be erased for compliance with laws and regulations applicable in EEA/UK countries to which the Data Controller is subject.

The Data Controller shall communicate any rectification or erasure of personal data or restriction of processing carried out in accordance with Article 16, Article 17(1) and Article 18 to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. The Data Controller shall inform the Data Subject about those recipients if the Data Subject requests it.

TP Companies may only reject an erasure request when they can prove that:

- The TP Company is unable to verify the identity of the Data Subject.
- The Data Subject's right to such request is specifically limited by a law or regulation applicable in an EEA/UK country.
- The request would impinge on the protection of the rights and freedoms of third parties, when redaction of the Personal Data and/or other measures to mitigate such effects are not reasonably feasible ("legal hold");

The Processing is necessary for (i) exercising the right of freedom of expression and information; (ii) compliance with a legal obligation that requires Processing by laws and regulations applicable in EEA/UK countries to which the Data Controller is subject; or for (iii) the establishment, exercise, or defence of legal claims.

2.1.3 Right to Object

TP Companies shall provide Data Subjects with the ability to object at any time to the Processing of their Personal Data based on a TP Company's legitimate interests, including Profiling, unless that Processing is allowed by laws and regulations applicable in EEA/UK countries. When the objection is justified, the Processing shall cease, unless TP Companies can demonstrate compelling legitimate grounds for continuing the Processing that override the Data Subject's interests, rights, and freedoms, or for the establishment, exercise or defense of legal claims.

In addition, TP Companies shall provide Data Subjects with the ability to object at any time, on request and free of charge, to the Processing of their Personal Data for the purpose of direct marketing (including Profiling, to the extent that it is related to direct marketing). Such Processing shall stop as soon as reasonably possible.

TP Companies may only reject an objection request when they can prove that:

- The TP Company is unable to identify the Data Subject.
- The Data Subject's right to such request is specifically limited by a law or regulation applicable in an EEA/UK country; or
- The request would impinge on the protection of the rights and freedoms of third parties, when redaction of the Personal Data and/or other measures to mitigate such effects are not reasonably feasible.

2.2 Data Subjects' Right to Restrict Processing

TP Companies shall give Data Subjects the ability to restrict the Processing of their Personal Data, and to have their Personal Data segregated accordingly, if:

- The accuracy of the Personal Data is contested by the Data Subjects, for a period enabling the TP Company acting as a Data Controller to verify the accuracy of the Personal Data.
- The Processing is unlawful, and the Data Subjects oppose the erasure of the Personal Data and request the restriction of their use instead.
- The TP Company acting as a Data Controller no longer needs the Personal Data for the purposes of the Processing, but they are required by the Data Subjects for establishing, exercising, or defending legal claims; or
- The Data Subjects have objected to Processing carried out on the basis of the Data Controller's legitimate interests, pending the verification whether the legitimate grounds of the Data Controller override those of the Data Subjects.

When the Processing is restricted, TP Companies may only Process Personal Data, except for storage:

- With the Data Subject's consent
- For establishing, exercising, or defending legal claims
- For protecting the rights of another natural or legal person; or
- For reasons of important public interest as defined under laws and regulations applicable in EEA/UK countries.

When TP Companies have restricted the Processing further to a Data Subject's request, they shall inform the Data Subject of such Processing restriction before it is lifted.

TP Companies may only reject a restriction request when they can prove that:

- The TP Company is unable to verify the identity of the Data Subject.
- The Data Subject's right to such request is specifically limited by a law or regulation applicable in an EEA/UK country; or
- The request would impinge on the protection of the rights and freedoms of third parties, when redaction of the Personal Data and/or other measures to mitigate such effects are not reasonably feasible.

TP Companies shall adhere to the procedure referred to in Part 2, Section 10 of this Policy when responding to Data Subjects' requests for restriction.

2.3 Data Subjects' Right for Data Portability

When the Processing is based on consent or on a contract, and carried out by automated means, TP Companies shall give Data Subjects the ability to request to:

- Receive the Personal Data they have provided to a TP Company acting as Data Controller, in a structured, commonly used, and machine-readable format; and
- Transmit the Personal Data to another Data Controller without hindrance from the initial Data Controller, or to have them transmitted directly from one Data Controller to another, when technically feasible.

TP Companies may only reject a portability request when they can prove that:

- The TP Company is unable to identify the Data Subject.
- The Data Subject's right to such request is specifically limited by a law or regulation applicable in an EEA/UK country; or
- The request would impinge on the protection of the rights and freedoms of third parties, when redaction of the Personal Data and/or other measures to mitigate such effects are not reasonably feasible.

A Data Subject's request to portability of his/her Personal Data is without prejudice to his/her right to request erasure under Part 2, Section 2.2.2 of this Policy, and shall not adversely affect the rights and freedoms of others.

TP Companies shall adhere to the procedure set out in Part 2, Section 10 of this Policy when responding to Data Subjects' requests for data portability.

2.4 Automated Individual Decisions

TP Companies shall give Data Subjects the ability to object to any decision based solely on automated Processing of his/her Personal Data, including Profiling, which produces a legal effect concerning that Data Subject, or which otherwise significantly affects that Data Subject.

TP Companies may only reject such requests when they can prove that the decisions are:

- Necessary for entering or for the performance of a contract between the Data Subject and a TP Company acting as a Data Controller or based on the Data Subject's explicit consent. In such cases, TP Companies shall implement suitable measures to safeguard the Data Subjects' rights and freedoms and legitimate interests, at least the right to obtain human intervention from TP Companies, to express his/her point of view, and to contest the decision; or
- Authorized by laws and regulations applicable in EEA/UK countries, which also lay down measures to safeguard the Data Subject's rights and freedoms, and legitimate interests.

TP Companies shall only make decisions based solely on the automated Processing of Data Subjects' Sensitive Data if they have put in place suitable measures to safeguard the Data Subjects' rights and freedoms and legitimate interests, and when

the Data Subject has given his/her explicit consent, or when the Processing is necessary for reasons of substantial public interest on the basis of laws and regulations applicable in EEA/UK countries.

TP Companies shall adhere to the procedure referred to in Part 2, Section 10 of this Policy when responding to Data Subjects' objections to decisions affecting them based on automated Processing, including Profiling.

3. Transfers of Personal Data

3.1 Transfer within the EEA or from the EEA to an Adequate Country

This describes the situation when a TP Company based in the EEA transfers Personal Data to one of the following:

- To another TP Company or third party also based in the EEA. An example would be a transfer of Personal Data by a TP Company in France to a TP Company in Italy; or
- To another TP Company or third party based in an Adequate Country. An example would be a transfer of Personal Data by a TP Company in Spain to a third party in Argentina.

Laws and regulations applicable in EEA countries authorize transfers of Personal Data between organizations based in the EEA, or from an organization based in the EEA to another organization based in an Adequate Country. Therefore, TP does not need to implement any additional measures in such cases.

3.2 Transfers from the EEA to a Non-Adequate Country

This describes the situation when a TP Company based in the EEA transfers Personal Data to another TP Company, or a third party located in a non-Adequate Country. An example would be a transfer of Personal Data by a TP Company in Ireland to a TP Company in the Philippines, or a TP Company in Germany being serviced by a third party in Turkey.

When an EEA TP Company transfers Personal Data to another TP Company located in a non-Adequate Country, such transfer is allowed insofar as that recipient TP Company entered into the Intercompany Agreement, has implemented this Policy and complies with its requirements, including those marked in black.

When an EEA TP Company acting either as a Data Controller or as a Data Processor on behalf of a TP Company acting as a Data Controller transfers Personal Data to a third party located in a non-Adequate Country, or to another TP Company which has not implemented this Policy (including the requirements of this Policy marked in black), the sending TP Company shall implement additional measures to protect the Personal Data transferred (e.g., by incorporating into the contract signed with the third party the appropriate Standard Data Protection Clauses issued by the European Commission or an EEA DPA), or shall ensure that the transfer matches with one of the conditions set forth by laws and regulations applicable in EEA countries (e.g., Data Subjects have explicitly given their consent to the transfer (after having been informed of the possible risks of such transfers for the Data Subject due to the absence of adequacy decision and appropriate safeguards); or the transfer is necessary for the performance of a contract between the Data Subject and the Data Controller or the implementation of pre-contractual measures taken in response to the Data Subject's request).

When assessing the laws and practices of the third country which may affect the respect of the commitments contained in this policy, the BCR members have taken due account of the following elements regarding the specific circumstances of the transfers or set of transfers, and of any envisaged onward transfers within the same third country or to another third country, including:

- purposes for which the data are transferred and processed (e.g. marketing, HR, storage, IT support, clinical trials).
- 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.
- transmission channels used.

The Privacy team shall inform all other BCR members of the assessment carried out and of its results, so that the identified supplementary measures shall be applied in case the same type of transfers is carried out by any other BCR member or, where effective supplementary measures could not be put in place, the transfers at stake are suspended or ended. The data exporters have a duty to monitor, on an ongoing basis, and where appropriate in collaboration with data importers, developments in the third countries to which the data exporters have transferred personal data that could affect the initial assessment of the level of protection and the decisions taken accordingly on such transfers.

If this is not possible, the sending TP Company can operate a transfer if it is necessary for the purposes of compelling legitimate interests pursued by the TP Company acting as a Data Controller, provided that:

- The transfer or the set of transfers of Personal Data is not repetitive and concerns only a limited number of Data Subjects.
- The legitimate interests of the TP Company acting as a Data Controller are not overridden by the Data Subject's interests or rights and freedoms.
- The TP Company acting as a Data Controller has assessed all the circumstances surrounding the transfer and on the basis of that assessment, has provided suitable safeguards with regard to privacy and data protection; and
- The TP Company acting as a Data Controller informs the applicable EEA DPAs and the Data Subjects of the transfer and the compelling legitimate interests.

Where the BCR member acting as data exporter, along with the Liable BCR member(s) and the relevant Privacy Function, assesses that this Policy, even if accompanied by supplementary measures – cannot be complied with for a transfer or set of transfers, or if instructed by the relevant DPAs, it commits to suspend the transfer or set of transfers at stake, as well as all transfers for which the same assessment and reasoning would lead to a similar result, until compliance is again ensured or the transfer is ended. The BCR member(s) acting as data importer(s) shall exercise their best efforts to implement further measures to mitigate any relevant risks assessed related to the transfer.

TP commits that following such a suspension, the BCR member acting as data exporter has to end the transfer or set of transfers if the BCR-C cannot be complied with and compliance with the BCR is not restored within one month of suspension. In this case, personal data that have been transferred prior to the suspension, and any copies thereof, should, at the choice of the BCR member acting as data exporter, be returned to it or destroyed.

In case of non-compliance, the data importer should promptly inform the data exporter if it is unable to comply with this policy. Where the data importer is in breach of this policy or unable to comply with them, the data exporter should suspend the transfer.

The data importer should, at the choice of the data exporter, immediately return or delete the personal data that has been transferred under this policy in its entirety, where:

- the data exporter has suspended the transfer, and compliance with this policy 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 this policy; or
- the data importer fails to comply with a binding decision of a competent court or Competent SA regarding its obligations under this policy.

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 -C.

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 shall continue to ensure compliance with the BCR -C and shall only process the data to the extent and for as long as required under that local law.

3.3 Transfers from Non-EEA/UK Countries to other Countries

This describes the transfer of Personal Data by a non-EEA/UK TP Company to another TP Company or third party based in another country. An example would be a transfer of Personal Data by a TP Company in Albania to a TP Company in China, or a TP Company in Mexico being serviced by a third party in Argentina.

Any transfer of Personal Data from a non-EEA/UK country to any other country shall be done with appropriate and reasonable protection, and in compliance with the laws and regulations applicable to the TP Company at the origin of the transfer, in particular, but not limited to, any legal requirement on transfers of Personal Data or pertaining to security.

When Personal Data transferred from the EEA/UK to non-EEA/UK TP Companies or third parties are further transferred to other non-EEA TP Companies, or third parties, the EEA/UK TP Company at the origin of the transfer shall ensure that such onward transfers comply with the rules set out in Part 2, Section 3.2 and 3.5.

3.4 Transfers within the UK or from the UK to an Adequate Country

This describes the situation when a TP Company based in the UK transfers Personal Data to one of the following:

- To another TP Company or third party also based in the UK; or
- To another TP Company or third party based in an Adequate Country. An example would be a transfer of Personal Data by a TP Company in the UK to a third party in France.

Laws and regulations applicable in UK authorize transfers of Personal Data between organizations based in the UK, or from an organization based in the UK to another organization based in an Adequate Country. Therefore, TP does not need to implement any additional measures in such cases.

3.5 Transfers from the UK to a Non-Adequate Country

This describes the situation when a TP Company based in the UK transfers Personal Data to another TP Company, or a third party located in a non-Adequate Country.

When a UK TP Company transfers Personal Data to another TP Company located in a non-Adequate Country, such transfer is allowed insofar as that recipient TP Company entered into the Intercompany Agreement, has implemented this Policy and complies with its requirements, including those marked in black.

When a UK TP Company acting either as a Data Controller or as a Data Processor on behalf of a TP Company acting as a Data Controller transfers Personal Data to a third party located in a non-Adequate Country, or to another TP Company which has not implemented this Policy (including the requirements of this Policy marked in black), the sending TP Company shall implement additional measures to protect the Personal Data transferred (e.g., by incorporating into the contract signed with the third party the appropriate Standard Data Protection Clauses issued by or approved by the ICO), or shall ensure that the transfer matches with one of the conditions set forth by laws and regulations applicable in the UK (e.g., Data Subjects have explicitly given their consent to the transfer (after having been informed of the possible risks of such transfers for the Data Subject due to the absence of adequacy decision and appropriate safeguards); or the transfer is necessary for the performance of a contract between the Data Subject and the Data Controller or the implementation of pre-contractual measures taken in response to the Data Subject's request).

If this is not possible, the sending TP Company can operate a transfer if it is necessary for the purposes of compelling legitimate interests pursued by the TP Company acting as a Data Controller, provided that:

- The transfer or the set of transfers of Personal Data is not repetitive and concerns only a limited number of Data Subjects.
- The legitimate interests of the TP Company acting as a Data Controller are not overridden by the Data Subject's interests or rights and freedoms.

- The TP Company acting as a Data Controller has assessed all the circumstances surrounding the transfer and on the basis of that assessment, has provided suitable safeguards with regard to privacy and data protection; and
- The TP Company acting as a Data Controller informs the ICO and the Data Subjects of the transfer and the compelling legitimate interests.

4. Information Security

4.1 Security and Confidentiality

TP shall implement appropriate technical and organizational security measures to protect Personal Data from accidental loss, alteration, unauthorized disclosure or access, in particular when the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing.

Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the severity and likelihood of the risks represented by the Processing to Data Subjects' rights and freedoms, by the nature of the Personal Data to be protected, as well as the scope, context and purposes of the Processing. Such measures can include, as appropriate:

- The pseudonymization and encryption of Personal Data;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services.
- The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; or
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

Security standards shall conform to local privacy and data protection laws and regulations, as well as to any contractual requirements.

4.2 Personal Data Breach

In case of Personal Data breach, TP should implement an incident response plan.

Any personal data breach should be documented (comprising the facts relating to the personal data breach, its effects, and the remedial action taken), and the documentation should be made available to the relevant DPA upon request (see Articles 33 and 34 GDPR).

When the Personal Data breach is likely to result in a high risk to the Data Subjects' rights and freedoms, TP Companies shall also inform the affected Data Subjects of the breach without undue delay, describing in clear and plain language:

- The nature of the breach.
- The name and contact details of the DPO, when applicable, or other contact point from whom further information can be obtained.
- The likely consequences of the breach; and
- The measures taken or proposed to be taken by the TP Company to address the breach, including, when appropriate, measures to mitigate its possible adverse effects.

Communication to Data Subjects may not be required when:

- The TP Company has implemented appropriate technical and organizational protection measures, and those measures were applied to the Personal Data affected by the breach, particularly those that render the Personal Data unintelligible to any person who is not authorized to access it (e.g., encryption);
- The TP Company has taken subsequent measures to ensure that the high risk to the Data Subjects' rights and freedoms is unlikely to materialize; or
- It would involve disproportionate effort; in which case TP Companies shall issue a public communication or similar measure whereby affected Data Subjects are informed in an equally effective manner.

5. Relationship with Data Processors

When TP Companies acting as Data Controllers engage Third-Party Data Processors or Sub-processors, they shall conduct due diligence checks to evaluate that such Third-Party Data Processors or Sub-processors can provide sufficient guarantees in respect of the technical and organizational measures governing the envisaged Processing, such that the Processing shall meet the security and confidentiality requirements set out in Part 2, Section 4.1 above.

In addition, TP Companies shall ensure that written contracts shall be in place.

6. Privacy by Design and Default

6.1 Privacy by Design

Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the Processing, as well as the risks of varying likelihood and severity for the Data Subjects' rights and freedoms posed by the Processing, TP Companies shall, both at the time of the determination of the means for Processing and at the time of the Processing itself, implement appropriate technical and organizational measures (e.g., pseudonymization) to enshrine privacy and data protection principles (e.g., data minimization) into prospective new or amended products, processes, technologies, systems, programs, and devices, when applicable, in an effective manner, and to integrate the necessary safeguards into the Processing of Personal Data.

6.2 Privacy by Default

TP Companies shall implement appropriate technical and organizational measures to ensure that, by default, only Personal Data which is necessary for each specific purpose of Processing are Processed. Such requirement applies to the amount of Personal Data collected, the extent of its Processing, the period of its storage and its accessibility.

6.2.1 Privacy Risk Assessments and DPIAs

TP Companies shall assess privacy risks before introducing new or amended Processing activities. Where required under the GDPR/UK GDPR, TP shall carry out Data Protection Impact Assessments ("DPIAs"), particularly where Processing is likely to result in a high risk to the rights and freedoms of Data Subjects.

If high risks cannot be mitigated, TP shall consult the relevant Supervisory Authority and provide the information required under applicable law. TP shall maintain records of any such consultations.

6.2.2 Recording Processing Activities

TP Companies acting as Data Controllers shall maintain Records of Processing Activities ("RoPAs") in accordance with Article 30 GDPR/UK GDPR. Relevant information from these records shall be made available to Supervisory Authorities upon request.

7. Co-operation with DPAs

It is the duty of all TP Companies and their Workforce Members to co-operate with and to respond diligently and appropriately to any inquiry or request, including an audit, by appropriate local DPAs and to comply with the advice given by such DPAs.

In addition, the applicable TP Company and the Privacy Office shall co-operate with the applicable EEA/UK DPAs on any issue arising under this Policy and to comply with any decision or advice given by such DPAs.

Any dispute related to the Competent DPAs exercise of supervision of compliance with this policy shall 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.

TP and all BCR Members shall fully cooperate with Competent Supervisory Authorities in the exercise of their supervisory functions. This includes providing information upon request, facilitating audits and inspections, and implementing any required corrective measures or decisions. TP Companies shall not invoke confidentiality or similar restrictions to limit this cooperation. The Group Data Protection Officer acts as the primary contact for Competent Supervisory Authorities.

8. Request and Complaint Handling

TP shall maintain an internal complaint handling process to ensure that any Data Subject may exercise their rights and lodge a complaint in relation to the Processing of their Personal Data covered by these BCR-C.

8.1 Point of Contact for Complaints

Data Subjects may submit complaints through any of the following channels:

- **By post:** Group Data Protection Officer, TP SE, 21–25 rue Balzac, 75008 Paris, France;
- **By email:** privacy@teleperformance.com; or
- **Via the online webform** available at <https://www.teleperformance.com/en-us/footer/privacy>.

While Data Subjects are encouraged to use these points of contact, they are not required to do so and may alternatively lodge a complaint directly with a competent Supervisory Authority or court in accordance with Section 1.3.2 of this Policy.

8.2 Procedure

Upon receipt of a complaint, the Global Privacy Office, acting under the authority of the Group Data Protection Officer, shall acknowledge receipt without undue delay and in any event within **five (5) working days**. A substantive response shall be provided to the complainant **within one (1) month** from receipt of the complaint. Where the complexity or number of complaints requires an extension, this period may be extended by a further **two (2) months**, in which case the complainant shall be informed of the delay and the reasons for it.

Complaints shall be reviewed and resolved by personnel with an appropriate level of independence in the exercise of their functions. Where a complaint is justified, appropriate corrective action shall be taken without undue delay.

8.3 Outcome and Further Remedies

The Data Subject shall be informed in writing of the outcome of the complaint, including where it has been rejected and the reasons for such decision. If the Data Subject is not satisfied with the outcome, they retain the right to:

- Lodge a complaint with a Supervisory Authority in the Member State of their habitual residence, place of work, or place of the alleged infringement; and/or

- Seek judicial remedy before the competent courts, as set out in Section 1.3.2 (Right to Judicial Remedies, Redress and Compensation).

Use of the internal complaint handling process is voluntary and does not limit or condition the exercise of these statutory rights.

9. Data Subject' Third-Party Beneficiary Rights

Data Subjects whose Personal Data subject to laws and regulations applicable in EEA/UK countries were transferred to non-EEA/UK TP Companies or third parties on the basis of this Policy are entitled to enforce the requirements set forth in Part 1, Sections 2 (Purpose), 3 (Scope), and 4.3 (Conflict between this Policy and local laws and regulations), as well as Part 2 of this Policy, as third party beneficiaries in accordance with Part 2, Section 11 of this Policy.

This right covers the judicial remedies for any infringement of the rights guaranteed to Data Subjects, and the right to receive compensation.

Data Subjects can choose to lodge their claim before:

- The courts with jurisdiction over the EEA/UK TP Company at the origin of the transfer.
- The courts with jurisdiction over the place where the Data Subject has his/her habitual residence in the EEA/UK; or
- The EEA/UK DPA applicable for the EEA/UK country in which the Data Subject has his/her habitual residence, work, or where the alleged infringement took place.

TP has the duty to inform the Data Subjects about any update of the BCR-C and of the list of BCR members, e.g. by way of publishing the new version of this Policy without undue delay.

9.1 Scope of Enforceable Rights

In accordance with Article 47(1)(b) and (2)(c) to (m) GDPR, the rights conferred upon Data Subjects as third-party beneficiaries shall extend, at minimum, to all provisions of this Policy concerning: the fundamental data protection principles and lawfulness of processing; the security of Personal Data and notification of personal data breaches; restrictions on onward transfers; transparency and accessibility of this Policy; the exercise of rights of information, access, rectification, erasure, restriction, objection and non-automated decision-making; obligations relating to local laws and government access requests; the internal complaint process; co-operation with competent supervisory authorities; and the jurisdiction, liability and redress mechanisms set out in this Policy. These rights are legally enforceable by Data Subjects against TP and the relevant TP Companies in accordance with Section 10 (Liability).

10. Liability

TP accepts responsibility for and agrees to take the necessary actions to remedy an infringement of the requirements contained in this Policy by non-EEA/UK TP Companies, and to pay compensation for any material or non-material damages resulting from such infringement. In this case, Data Subjects shall have the same rights and remedies against TP as if an infringement had taken place in the EEA/UK.

Such liability extends only to Data Subjects whose Personal Data subject to EEA/UK laws and regulations applicable in EEA/UK countries were transferred to non-EEA/UK TP Companies or third parties in accordance with this Policy.

The burden of proof to demonstrate that TP is not responsible for any damage shall lie with TP. When TP can prove that the non-EEA/UK TP Company is not responsible for the act, it may discharge itself from any responsibility as described above.

11. Conflict Between this Policy and Local Laws and Regulations

TP Companies shall assess any judgment taken by a non-EEA/UK court or tribunal, or decision taken by a non-EEA/UK administrative authority requiring the transfer or disclosure of Personal Data which Processing is subject to laws and regulations applicable in EEA/UK countries, to ensure that such transfer or disclosure is done in compliance with laws and regulations applicable in EEA/UK countries.

The data importer shall 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 shall, without undue delay, inform the data exporter accordingly.

The data importer shall preserve the abovementioned information for as long as the personal data is subject to the safeguards provided by the BCR -C and shall make it available to the Competent SAs upon request.

Notwithstanding the requirements provided in Part 1, Section 4.3 above, when a local law or regulation may prevent compliance with any requirement contained in this Policy or has substantial effect on the guarantees provided by this Policy, in particular those marked with in black, the affected TP Company shall promptly inform the Privacy Office, unless prohibited by a law enforcement, regulatory authority, state security body or court order (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

In situations when non-compliance with this Policy would not have a substantial effect on the guarantees provided herein, local laws and regulations prevail.

The Privacy Office shall decide on the appropriate actions to take to resolve the conflict, and when a non-EEA/UK local law or regulation applicable to a TP Company is likely to have a substantial adverse effect on the guarantees provided by this Policy, it shall report the matter to the applicable EEA/UK DPA.

If TP receives a legally binding request for disclosure of the Personal Data Processed by a non-EEA/UK law enforcement, regulatory authority, state security body or court order, the following rules shall apply:

- TP shall assess each request for disclosure on a case-by-case basis and inform the applicable EEA/UK DPA about the request, including information on the Personal Data requested, the requesting body, and the legal basis for disclosure, unless otherwise prohibited (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation);
- When suspension of the request and/or notification are prohibited (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation), TP shall use reasonable efforts to request a waiver of this prohibition in order to be able to communicate to the applicable EEA/UK DPA as much information as it can, and as soon as possible, and shall keep evidence of the waiver request; and
- When such a waiver request has been denied, TP shall annually provide general information on requests received (e.g. number of applications for disclosure, type of data requested, requester if possible) to the applicable EEA/UK DPAs.
- The data importer shall 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 to any public authority cannot be massive, disproportionate, and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

11.1 Government Access Requests

Where a BCR Member acting as Data Importer receives a legally binding request from a public authority for access to Personal Data transferred under these BCR-C, it shall notify the Data Exporter and, where permitted by law, the affected

Data Subjects. If notification is prohibited, the Data Importer shall use best efforts to obtain permission to provide information and shall document those efforts.

The Data Importer shall assess the legality of any request and challenge it where there are reasonable grounds to believe it is unlawful, excessive, or disproportionate. Personal Data shall not be disclosed unless required under applicable law, and only the minimum amount of data necessary to comply with a lawful request shall be provided.

The Data Importer shall make relevant information about such requests, including aggregated reporting where permitted, available to the Data Exporter and, upon request and where lawful, to Competent Supervisory Authorities. BCR Members shall not disclose Personal Data in a manner that is massive, indiscriminate, or disproportionate.

12. Audits

TP maintains an audit program to verify compliance with these BCR-C. Regular internal audits are carried out to assess the effectiveness of the measures implemented under this Policy and to ensure that any areas of non-compliance are identified and addressed. Additional audits may be performed where necessary.

Audit results are shared with appropriate senior management, and relevant information shall be made available to Competent Supervisory Authorities upon request. Competent Supervisory Authorities may also carry out their own audits of any BCR Member.

TP may engage independent external auditors, where appropriate, to assess compliance with these BCR-C.

Annex A

Below is the list of legal entities that are part of the Intercompany agreement

Country	Legal Entity Name	Registered address	Contact Details
Albania	Albania Marketing Service ShpK	Str. Abdyl Frasheri N°31, Pallati Hekla, Tirana	EMEAPrivacyOffice@teleperformance.com
Albania	Service 800 Albania Sh.p.k	Rr.Abdyl Frasheri N°31, Palazzo Hekla, Perballe Librit Universitar, Tirana	EMEAPrivacyOffice@teleperformance.com
Albania	TLScontact Albania Sp.h.k	Tirana Municipal Unit nr.2, Bulevardi Berjam Curri, ETC, Kati 12, Tirana	EMEAPrivacyOffice@teleperformance.com
Algeria	SARL TLS Contact	9 rue Manaa Lakhdar, Sidi Merzoug, Ben Aknoun, 16000, Alger	EMEAPrivacyOffice@teleperformance.com
Argentina	Citytech S.A.	avenida Bouchard 680, Piso, 1106, Buenos Aires	EMEAPrivacyOffice@teleperformance.com
Argentina	Findasense Cono Sur, S.A.	Avenida Del Libertador 6680, Piso 3°, C1428ARW, Buenos Aires	EMEAPrivacyOffice@teleperformance.com
Armenia	Majorel Armenia LLC	16 Tigran Mets Avenue, 0010, Jerewan	EMEAPrivacyOffice@teleperformance.com
Armenia	TLScontact AM Limited Liability Company	Vardananc street, building 4, number 50 area 10, Yerevan	EMEAPrivacyOffice@teleperformance.com
Austria	Teleperformance Austria GmbH	c/o Mazars Austria GmbH, Kärntner Ring 5-7, 1010, Wien	EMEAPrivacyOffice@teleperformance.com
Azerbaijan	Majorel Azərbaycan Telekomünikasyon MMC	6, Abbasgulu Agha Bakikhanov, Yasamal District, AZ 1065, Baku City	EMEAPrivacyOffice@teleperformance.com
Azerbaijan	TLScontact Azerbaijan Limited Liability Company	Demirchi Tower 3rd Floor, 37 Khojali Avenue, Khatai District, AZ1025, AKU CITY	EMEAPrivacyOffice@teleperformance.com
Belarus	Unitary Enterprise Providing Services "TLSContact"	office 60, h. 40, 220004, Nemiga str., 220104, Minsk	EMEAPrivacyOffice@teleperformance.com
Belgium	Teleperformance Belgium	Borsbeeksebrug 30, 2600, Antwerpen	EMEAPrivacyOffice@teleperformance.com
Belgium	Teleperformance Managed Services Belgium	Korte Keppestraat 23, bus 201 9321, Aalst	EMEAPrivacyOffice@teleperformance.com

Belize	Teleperformance Belize Ltd.	Suite 401, The Matalon, Coney Drive P. O. Box 1846, Belize City	EMEAPrivacyOffice@teleperformance.com
Bosnia-Herzegovina	Teleperformance B-H d.o.o.	Paromlinska no 56, 71000, Sarajevo	EMEAPrivacyOffice@teleperformance.com
Bosnia-Herzegovina	“TLScontact d.o.o. Sarajevo”	Paromlinska St. no. 56, 71000, Sarajevo	dp@tlscontact.com
Botswana	Tls Contact Proprietary Limited	Unit G3 Victoria House, Plot 132 Independence Avenue, Gaborone	EMEAPrivacyOffice@teleperformance.com
Brazil	Teleperformance CRM S.A.	Rua Werner Von Siemens, 111, Prédio 10, Espaço 01, Lapa de Baixo – São Paulo City São Paulo, CEP 05069-010	EMEAPrivacyOffice@teleperformance.com
Brazil	Findasense Brasil Digital Ltda.	Rua Pais Leme, nº 215,, conj. 2914 C, Pinheiros, RJ05424-150, Rio de Janeiro	EMEAPrivacyOffice@teleperformance.com
Cambodia	Telecontact (Cambodia) Co., Ltd.	Garden in the Air Tower, 33A, G33A02A-01, Tonle Basak, Chamkar Mon, Phnom Penh	EMEAPrivacyOffice@teleperformance.com
Cameroon	TLS CONTACT CAMEROON S.A.R.L	Lieu-dit Essos, Boîte Postale numéro 16370, Yaoundé	EMEAPrivacyOffice@teleperformance.com
Canada	Alliance One Ltd	90 Eglinton Avenue West Suite 600, ON M4R 2E4, Toronto	EMEAPrivacyOffice@teleperformance.com
Canada	Language Line Services Canada, Inc.	1200 Waterfront Centre, 200 Burrard Street, P.O. Box 48600, BC V7X 1T2, Vancouver	EMEAPrivacyOffice@teleperformance.com
Canada	TLScontact Commercial (Canada) Inc.	2030 Pie-IX Boulevard, Suite 330, Montreal, QC, H1V 2C8, Montreal	dp@tlscontact.com
Canada	Agents Only Technologies Inc.	128 W Pender St #205, Canada, BC V6B 1R8, Vancouver	EMEAPrivacyOffice@teleperformance.com
Canada	Teleperformance Canada Corp.	1300-1969 Upper Water Street, McInnes Cooper Tower - Purdy's Wharf, NS B3J 3R7, Halifax	EMEAPrivacyOffice@teleperformance.com
Chili	Findasense Chile, S.p.A.	Avenida Alonso de Cordova 4355, Comuna de Vitacura, Región Metropolitana, Santiago de Chile	EMEAPrivacyOffice@teleperformance.com

Chili	TP Chile S.A.	Avenida del Valle #841 Oficina #101 floor 1st Comuna Huechuraba, Santiago	EMEAPrivacyOffice@teleperformance.com
China	Beijing Interactive CRM Technology Service Limited	302 Room, 63 Zhi Chun Road, Haidian District, 100190, Beijing	EMEAPrivacyOffice@teleperformance.com
China	Beijing TLScontact Consulting Co., Ltd.	Unit D,11/F, Tower A, Gateway Plaza, 18 Xiaguangli, East Ring North Road, Xiaoyun Road, Chaoyang, Beijing	EMEAPrivacyOffice@teleperformance.com
China	Changzhou Majorel Management Consulting Co., Ltd.	Room 104, Building A, Changzhou Tian 'an Digital Park, No. 588 South Changwu Road, Wujin National High-tech Industrial Development Zone, Jiangsu Province, Changzhou City	EMEAPrivacyOffice@teleperformance.com
China	Guangdong North Asia United CRM Technologies Limited	Unit 1001, Glory International Financial Center, No. 25 Ronghe Road, Guicheng Street, Nanhai District, Guangdong Province, Foshan	EMEAPrivacyOffice@teleperformance.com
China	Guangzhou Interactive CRM Technology Limited	Zibian Room 21-103 of Units 01-08, 21/F, No.15 Zhujiang West Road, Tianhe District, Guangdong, Guangzhou	EMEAPrivacyOffice@teleperformance.com
China	Henan North Asia United CRM Technologies Limited	4h Floor, Heyigong Office Building, No. 8, North Side 200 meters West of the Intersection of Dongqiang Road and Xindong Avenue, Hongqi District, Henan Province, Xinxiang City	EMEAPrivacyOffice@teleperformance.com
China	Nanning North Asia United CRM Technologies Co., Ltd	Unit 201, 2nd Floor, No. 1 Building, Electronic Industry Park, Gaoke Road, Nanning High-Tech Zone, No. 8 Gaoke Road, Nanning City	EMEAPrivacyOffice@teleperformance.com
China	Neijiang Majorel Information Technology Co., Ltd.	No. 21, No. 608, Ping'an Road, Dongxing District, Sichuan Province, Neijiang City	EMEAPrivacyOffice@teleperformance.com
China	North Asia United CRM Technologies (Beijing) Limited	3/F, South Tower, Zhongke Resources Building, 6 Zhongguancun South 3rd	EMEAPrivacyOffice@teleperformance.com

		Street, Haidian District, 100191, Beijing	
China	North Asia United CRM Technologies (Xi'an) Limited	301#, 3F G-H Building, ZTE industrial park, 10# Tang Yang Nan Road, Xi'an High-tech zone, Xian	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Kaichang information technology Co. Ltd	Room 1302B, 13th Floor, No. 125 Liuying Road, Hongkou District, Shanghai, China, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Majorel Commercial Services Co., Ltd.	Building A, No.218, Pingfu Road, Xuhui District, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Majorel CX Business Solutions Co., Ltd.	Room C06-C09, Building 7, No.700 Wanrong Road, Jing'an District, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Majorel Digital Marketing Co., Ltd.	Room C, 2nd Floor, Building 3, 1180 Xingxian Road, Jiading District, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Teleperformance Information Technologies (Kunming) Co., Ltd.	Unit 1802, Floor 18, R&D Building, Yunnan Haopy Medical Technology Research Park, Crossroad of Haiyuan North Road and Keji Road (Slot M2-9-1 of Haiyuan North Road), Kunming High-Tech Industries Development Zone, 650106, KUNMING	EMEAPrivacyOffice@teleperformance.com
China	Wuxi Kaize Information Technology Services Co., Ltd.	8 / F, Building 3, No. 50, Xiuxi Road, Binhu District, Wuxi City	EMEAPrivacyOffice@teleperformance.com
China	Beijing TLScontact Consulting Limited	Unit D, 11/F, Tower A, Gateway Plaza, 18 Xiaguangli, East Third Ring North Road, Chaoyang District, Beijing, Beijing	dp@tlscontact.com
China, Hong Kong	Hong Kong Asia CRM Limited	22F, Bank of China Tower, 1 Garden Road, Hong Kong	EMEAPrivacyOffice@teleperformance.com
China, Hong Kong	TLScontact Limited	ROOM 303 3/F ST. GEORGE'S BUILDING, 2 ICE HOUSE STREET CENTRAL, Hong Kong	EMEAPrivacyOffice@teleperformance.com
Colombia	Findasense Colombia, S.A.S.	Calle 81 # 11 08 piso 4 oficina 103, Localidad de Chapinero, Bogota	EMEAPrivacyOffice@teleperformance.com
Colombia	Majorel Bucaramanga S.A.S.	Kilometer 3981 Anillo Vial Sector Rio Frio Oficina 201	EMEAPrivacyOffice@teleperformance.com

		Edificio Baiachala, Floridablanca, Santander	
Colombia	Majorel Colombia S.A.S.	Calle 85 # 50 - 159, Offices 1 to 9, Quantum Tower Building., Barranquilla	EMEAPrivacyOffice@teleperformance.com
Colombia	Teledatos Zona Franca S.A.S	Carrera 106 No 15-25, Zona Franca Lote 30, Manzana 6, Bogotá	EMEAPrivacyOffice@teleperformance.com
Colombia	Teleperformance Colombia S.A.S	Avenida Calle 26 No 92-32. Edificio B, Piso 2., Bogota	EMEAPrivacyOffice@teleperformance.com
Congo (Republic of)	TLScotact Congo Brazzaville	Avenue Charles de Gaulle, Immeuble Ex-Air Afrique, Pointe Noire, Centre ville, Brazzaville	EMEAPrivacyOffice@teleperformance.com
Costa Rica	Costa Rica Contact Center CRCC S.A.	San José Sabana North East Corner of the Building “Torre La Sabana”, La Sabana, 125 North on the Left side, Building Ara-Law, San José, Santa Ana	EMEAPrivacyOffice@teleperformance.com
Costa Rica	Findasense Costa Rica, Ltda.	San Jose Escazu San Rafael, Centro Corporativo El Cedral, Torre Cuatro, Piso Quinto, San José	EMEAPrivacyOffice@teleperformance.com
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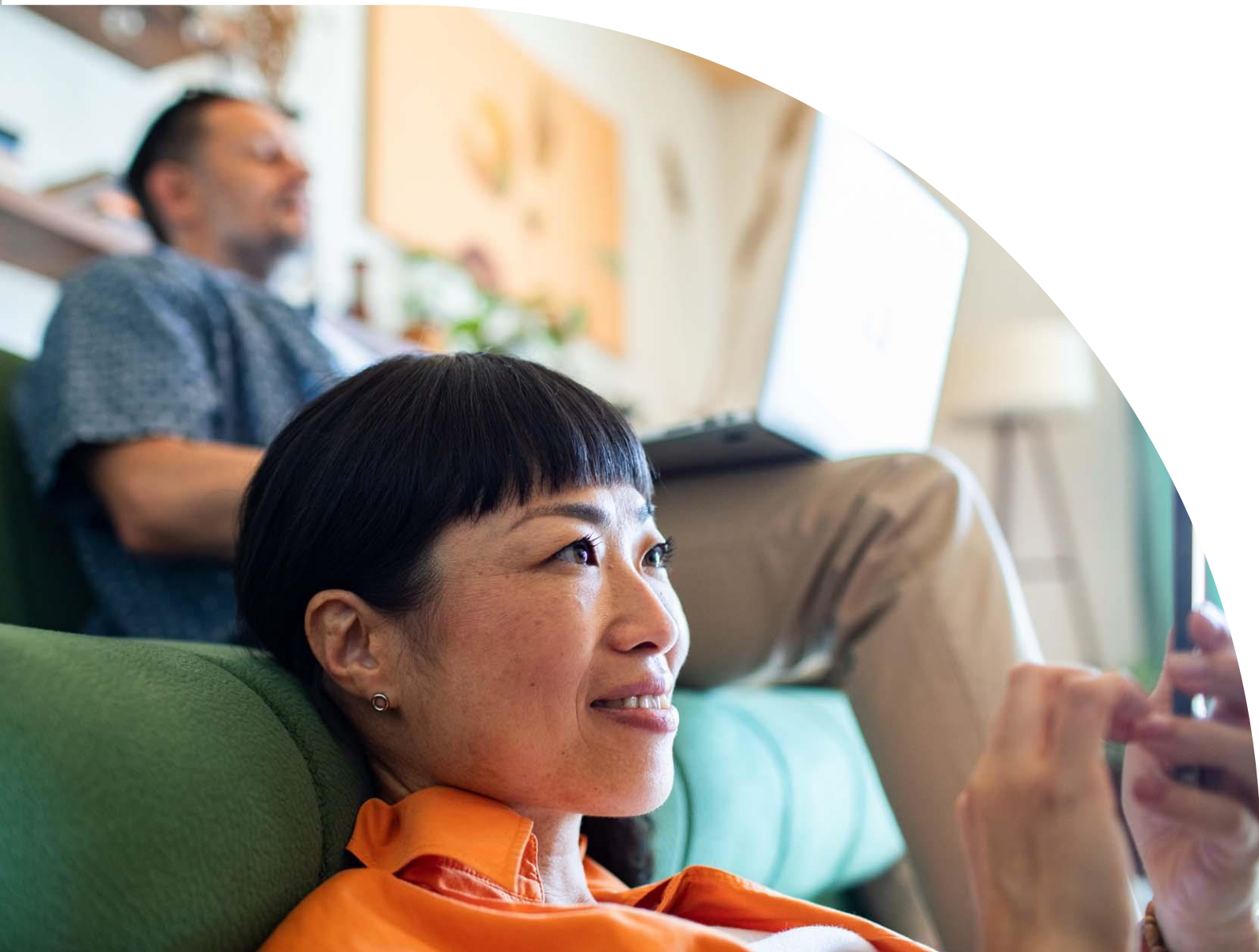


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TP Group Binding Corporate Rules for Processors (BCR-P)

April 2026



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Part 1 – Introduction

1.1 Definitions

“Adequate Country” means any country, territory or one or more specified sectors within that country, or organization that is located outside of the EEA/UK and is recognized by the European Commission for the EEA, or the ICO for the UK, as ensuring an adequate level of protection of Personal Data. The list of Adequate Countries for the EEA is available at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en

“BCR” means Binding Corporate Rules and constitutes a legal mechanism enabling transfers of Personal Data originating from or Processed in the EEA/UK within the Group.

“BCR-C” means the Controller Binding Corporate Rules. (particularly Parts 1 and 2 of these BCRs).

“Client” means a third party to whom TP provides services described in a contract signed between TP and such Client. In this situation, the Client acts as a Data Controller in relation to the Processing of Personal Data by TP, which in turn acts as a Data Processor on behalf of such Client.

“CNIL” means *Commission Nationale de l'Informatique et des Libertés*, which is the French DPA, and the lead DPA for TP.

“CPO” means the Chief Privacy Officer.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.

“Data Subject” means any natural person identified or identifiable by his/her Personal Data.

“DPA” means Data Protection Authority (i.e., a privacy regulator).

“DPO” means the designated Data Protection Officer, when required by applicable laws and regulations.

“EEA/UK” means the European Economic Area and the UK.

“EEA” means the European Economic Area and includes all member states of the European Union, as well as Iceland, Liechtenstein, and Norway.

“Functional Privacy Lead” means the primary point of contact between a global or regional function within TP for which he/she is responsible, and the Privacy Office.

“Group” means TP SE and any subsidiary that is wholly or partially owned, whether directly or indirectly, by TP SE.

“ICO” means Information Commissioner’s Office, which is the UK DPA.

“Intercompany Agreement” or **“ICA”** means the contractual agreement between TP and its subsidiaries and affiliates wherein they abide by the conditions set forth in TP’s BCR.

“Personal Data” means any information relating to an identified or identifiable natural person (‘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;

“Privacy Office” means the Chief Privacy Officer and Privacy, Risk and Compliance Officers.

“Privacy, Risk and Compliance Officer” means the primary point of contact between the TP Company or local function for which he/she is responsible and the Privacy Office. The responsibilities of the Privacy, Risk and Compliance Officers are listed in Part 1, Section 5.2.1 of this Policy.

“Process” or “Processing”, in relation to Personal Data, means any operation or set of operations which is performed on the Personal Data or sets of Personal Data, whether or not by automatic means, which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making the Personal Data available, alignment or combination, restriction, erasure or destruction.

“Profiling” means any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a Data Subject, in particular to analyze or predict aspects concerning that Data Subject's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements.

“Sensitive Data” means any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, or data concerning health, sex life or sexual orientation.

“Sub-processor” means a TP Company contracted by another TP Company, acting as a Data Processor, to Process Personal Data.

“Third-Party Data Processor” means a non-TP Company contracted by a TP Company to Process Personal Data.

“TP” or “TP Company/ies” means any/all subsidiary/ies of the Group.

“Workforce Members” means individuals that perform work or otherwise provide services for any TP Company, such as, but not limited to, employees, contractors, staffing agencies, and vendors.

1.2 Purpose

This policy (“this Policy”) expresses the strong commitment of TP Group to respect and protect the privacy and Personal Data of every individual, including its Workforce Members, suppliers, customers, business partners, Clients and their respective end customers. Its purpose is to provide appropriate safeguards when the Group, or any of its TP Companies, Processes Personal Data.

In line with privacy and data protection laws and regulations applicable in the EEA/UK, this Policy also constitutes a legal mechanism (i.e., “Binding Corporate Rules”) enabling international data transfers within the Group, whenever TP acts as a Data Processor, including when it transfers such Personal Data on behalf of a Client. When Personal Data is transferred within the Group on behalf of a Client, the Client remains responsible for (i) deciding whether this Policy provides appropriate safeguards for such transfers, and (ii) implementing other safeguards if it chooses not to rely on this Policy.

1.3 Scope

This Policy applies globally to Personal Data that originated in the EEA/UK but has been transferred to a country outside of the EEA/UK.

Depending on the role of a TP Company in Processing, it shall apply this Policy as follows:

- Where it Processes Personal Data as a Data Processor on behalf of TP or another TP Company (which act as Data Controller), it will comply with this Policy and BCR-C Policy; or
- When it Processes Personal Data as a Data Processor on behalf of a Client, it will comply with this Policy, as well as with the Client's instructions provided in the contract signed with such a Client.

Some TP Companies may act both as a Data Controller and a Data Processor on behalf of a Client, and hence shall comply with BCR-C and BCR-P as appropriate.

This Policy sets global requirements which all TP Companies will follow marked in black. “EEA/UK” and “BCR” requirements apply in addition to such global requirements.

Requirements in this Policy marked in green apply in cases when such EEA/UK Personal Data is transferred to TP Companies in non-EEA/UK countries.

Requirements applicable when the Personal Data under Processing is subject to laws and regulations applicable in EEA countries and the /UK and when such EEA/UK Personal Data is transferred to TP Companies in non-EEA/UK countries are marked in dark blue.

No country-specific privacy policies are permitted for TP Companies based in EEA/UK. Where country-specific privacy policies are developed for non-EEA/UK countries, they must be subject to this Policy and , subject to applicable law, must not have provisions that contradict with the applicable requirements in this Policy.

1.3.1 Duty to Respect the BCR-P

All TP Companies are legally bound by, and will adhere to, the commitments and obligations set forth in these Binding Corporate Rules for Processors (“BCR-P”). By becoming a member of the TP Group, and through execution of the Intercompany Agreement, each TP Company expressly acknowledges that it is legally bound to respect, implement and maintain compliance with the BCR-P.

Each TP Company will ensure that its Workforce Members, contractors and other individuals acting on its behalf understand and comply with the duties and responsibilities arising under the BCR-P. This includes adherence to all privacy and data protection principles, policies and procedures derived from, or implementing, the BCR-P.

Workforce Members are required to respect the BCR-P in the performance of their duties and to handle Personal Data in accordance with its principles. Any failure to comply with the BCR-P may constitute a breach of internal policy and may result in disciplinary action, contractual consequences, or other corrective measures in accordance with applicable laws and regulations.

1.3.2 Conflict between this Policy and Local Laws and Regulations

When local laws and regulations require a higher level of protection for Personal Data, they take precedence over this Policy. In addition, the specific requirements of this Policy apply only when local laws and regulations permit.

1.3.3 Updates to this Policy

Any divergence from this Policy by any TP Company will be approved by the Privacy Office.

This Policy will be reviewed every year by the Privacy Office, and any change to this Policy, including updates, will be approved by the CPO. The Privacy Office will maintain and update this Policy and communicate without undue delay any updates to all TP Companies.

The Privacy Office will also maintain and update a list of the TP Companies bound by this Policy, and when TP acts on behalf of Clients, a list of the Third-Party Data Processors involved in the Processing activities undertaken for each Client; and will communicate such updates to all TP Companies. The Privacy Office will keep record of any updates to this Policy, and provide the necessary information to Data Subjects, and, upon request, to relevant DPAs.

When a non-EEA/UK TP Company is added to the list of TP Companies bound by this Policy (e.g., it has been recently created or acquired), this Policy can only be used to legitimize transfers of Personal Data to such TP Company once it has signed the Intercompany Agreement and is compliant with this Policy.

Any changes to this Policy, to the list of TP Companies bound by this Policy, or to the list of Third-Party Data Processors, will be communicated to EEA/UK DPAs upon request. Any changes to the public version of this Policy, to the list of TP Companies

bound by this Policy, or to the list of Third-Party Data Processors, will be accessible to Data Subjects upon request. Any changes to this Policy, to the list of TP Companies bound by this Policy, or to the list of Third-Party Data Processors which substantially affect the conditions under which TP Processes Personal Data on behalf of its Clients, as specified in the respective contracts, will be communicated to such Clients. The information will be provided in such a timely fashion that the affected Clients have the opportunity, before the modification is made, for a legitimate privacy and data protection reason in accordance with laws and regulations applicable in EEA/UK countries, to object to the change or to terminate the specific portion of services impacted by this modification under the applicable work order or statement of work in accordance with the contractual remedies provided in the contract signed with that Client, but only to the extent such change substantially disrupts TP's ability to provide services to that Client.

Any substantial changes to this Policy or any change to the list of TP Companies bound by this Policy will be communicated to the CNIL once a year with a brief explanation of the reasons justifying the updates. Where a modification to this Policy would reasonably possibly be detrimental to the level of the protection offered by the BCRs or significantly affect the BCRs (e.g., changes to the binding character of the BCRs), it must be communicated in advance to the CNIL with a brief explanation of the reasons for the update. In this case, the CNIL will also assess whether the changes made require a new approval. Once a year, the CNIL should be notified via the BCR Lead of any changes to this Policy or to the list of BCR members, with the brief explanation of the reasons for the changes. This includes any changes made in order to align this Policy with any updated regulatory guidance, including European Data Protection Board ("EDPB") recommendations. The CNIL should also be notified once a year in instances where no changes have been made.

1.4 List of BCR Members and Geographical Scope

The structure of the TP Group and the list of TP Companies bound by these BCR-P are set out in **Annex A**, which forms an integral part of this Policy. This list includes, for each TP Company, its legal name, registered address, and, where available, company registration number and local contact details.

The BCR-P apply to all TP Companies that have formally acceded to this Policy, and are bound by the Intercompany Agreement. All such TP Companies are collectively referred to as "BCR Members".

The BCR-P cover all transfers of Personal Data from TP Companies located within the EEA/UK to TP Companies established outside the EEA/UK, as well as all onward transfers of such Personal Data between TP Companies located outside the EEA/UK.

An up-to-date version of this list will be maintained by TP SE, as the BCR Lead Entity, and made publicly available on the Group's website. Any updates to the list of BCR Members will be reflected in the published version of this Policy without undue delay.

1.5 Data Protection Officer and Privacy Network

TP has appointed a **Group Data Protection Officer (DPO)**, in accordance with Article 37 of the GDPR, to oversee compliance with these BCR-P and with applicable data protection laws across the TP Group. The Group DPO will be supported by a network of local DPOs and Privacy, Risk and Compliance Officers ("the Privacy Network") designated within individual TP Companies, as appropriate, to ensure consistent implementation of this Policy.

The Group DPO will report directly to the highest management level of TP SE and will have the authority and independence necessary to perform their duties. The Group DPO may, where necessary, inform the highest management level of any issues arising in relation to compliance with the BCR-P or applicable data protection laws.

The responsibilities of the Group DPO and the Privacy Network include, without limitation:

- Monitoring compliance with the BCR-P and applicable data protection legislation
- Advising management and staff on data protection obligations
- Acting as the primary point of contact for Competent Supervisory Authorities and facilitating investigations or audits
- Managing and escalating privacy risks

- Monitoring the completion of data protection training and awareness programmes; and
- Coordinating responses to Data Subject requests and complaints under this Policy.

The Group DPO and the members of the Privacy Network will perform their duties free from any conflict of interest. They will not be directly responsible for determining the purposes or means of Processing Personal Data, nor for conducting BCR-P audits where such involvement would compromise their independence.

Data Subjects and Supervisory Authorities may contact the Group DPO directly regarding any matter relating to these BCR-P or the Processing of their Personal Data at:

- **By post:** Group Data Protection Officer, TP SE, 21–25 rue Balzac, 75008 Paris, France;
- **By email:** privacy@teleperformance.com;
- **Via the online privacy portal:** <https://www.teleperformance.com/en-us/footer/privacy>.

The contact details of the Group DPO will be published and kept up to date on the TP website.

1.6 Training

TP will provide yearly privacy and data protection training to employees involved permanently or regularly in the Processing of Personal Data or in the development of tools used to Process Personal Data. Such training will raise awareness about this Policy and requirements contained herein. Training should cover, among other topics, procedures of managing requests for access to Personal Data by public authorities.

TP Companies will use the dedicated training material developed by the Group, including an e-learning solution, or any other means when more appropriate for a particular TP Company, to train their Workforce Members. Any divergence by any TP Company from the training curriculum provided by the Group will be approved by the Privacy Office.

Part 2 – Data Processor Activities

1. Processing of Personal Data

1.1 Purposes of Processing Personal Data

TP Companies acting on behalf of TP's Clients may Process Personal Data for the purpose of servicing those Clients. The nature and categories of the Personal Data, and the purposes of the Processing is determined by TP's Clients and will vary depending on both their instructions and the services provided by TP Companies.

Based on TP's business activities, the anticipated purposes, expected nature and categories of Personal Data covered by this Policy include, but are not limited to, the following:

Category of Data Subjects	Purposes of Processing	Categories of Personal Data Processed
Clients' customers	As the Group's core business activities are the provision of outsourced customer relationship management services. Such Processing may cover any type of Processing, and any categories of Personal Data relating to Clients' customers, in accordance with Clients' instructions	Including, but are not limited to, basic personal details (e.g., full name, age and date of birth); business activities (e.g., services provided by the Clients); family, lifestyle and social circumstances (e.g., dependents, spouse, partner, family details; religion or religious beliefs; criminal convictions and offences); health related (e.g., details of physical and psychological health or medical condition); financial details (e.g., bank

		account information; national insurance number); photographic, video and location information (e.g., CCTV images); identification checks and background vetting (e.g., results of criminal checks; credit check related).
Visa applicants	As TP Companies may provide outsourced services for visa applications. Such Processing may cover any type of Processing, and any categories of Personal Data relating to visa applicants, in accordance with Clients' instructions.	May include, but are not limited to basic personal details (e.g., full name; age and date of birth; passport details; biometric data); business activities (e.g., business activities of the Data Subject); family, lifestyle and social circumstances (e.g., dependents, spouse, partner, family details; religion or religious beliefs; criminal convictions and offences); health related (e.g., details of physical and psychological health or medical condition); financial details (e.g., bank account information; national insurance number); photographic, video and location information (e.g., photographic imaging); identification checks and background vetting (e.g., results of criminal checks; credit check related).
Can include, without being limited to: Clients' customer, patient, business partner, or public service user Personal Data.	Any Personal Data Processed in relation with outsourced interpretation or translation services. Such Processing may cover any type of Processing, and any categories of Personal Data Processed in the context of interpretation and translation services.	May include, but are not limited to, basic personal details (e.g., full name; age and date of birth; biometric data); education, professional experience and affiliations (e.g., education and training history; languages; trade union membership); employee travel and expenses information (e.g., travel booking details; dietary requirements; passport and visa details); family, lifestyle and social circumstances (e.g., marital status; emergency contact details; religion or religious beliefs); health and welfare related (e.g., disability, access, special requirements details; genetic data); financial details (e.g., bank account information; national insurance number); identification checks and background vetting (e.g., results of criminal checks; proof of eligibility to work).
Customers and individuals participating in surveys, as TP Companies may provide outsourced customer survey services.	Such Processing may cover any type of Processing, and any categories of Personal Data Processed in the context of conducting surveys.	May include, but are not limited to, basic personal details (e.g., age); family, lifestyle and social circumstances (e.g., family details; religion or religious beliefs); health, related (e.g., details of physical and psychological health or medical condition).



1.2 Rules to follow while Processing Personal Data

When acting on behalf of a Client, each TP Company and its Workforce Members will respect the instructions regarding the Processing of Personal Data and the security and confidentiality measures as provided in the contract with each Client, and will observe the following principles:

1.2.1 Assist Clients to comply with Laws and Regulations

TP Companies acting as Data Processors will reasonably assist Clients in complying with laws and regulations, such as by ensuring transparent Processing of Personal Data and data quality.

In particular, Clients will be informed about Sub-processors and/or Third-Party Data Processors relevant for their respective Processing.

An up-to-date public version of this Policy and an up-to-date list of the TP Companies bound by this Policy will be made easily accessible to Data Subjects.

When Clients rely upon this Policy for the transfers performed by TP on their behalf, this Policy will be incorporated into the contract with such Clients.

1.2.2 Comply with the Clients' Instructions

TP Companies will Process Personal Data only on behalf of the Clients, and in compliance with their instructions.

In particular, TP will undertake any necessary measures as instructed by Clients in order to update, correct, delete or anonymize any Personal Data Processed on their behalf. Each Sub-processor and Third-Party Data Processor to whom the Personal Data have been disclosed will be informed of such instructions and will comply with them.

TP Companies will comply with the Client's documented instructions, including with regard to transfers of Personal Data to a non-EEA/UK country, unless not required to do so by laws and regulations applicable in EEA/UK countries to which the TP Companies are subject. In such a case, TP Companies will inform the Clients of that legal requirement before Processing takes place, unless the laws and regulations applicable in EEA/UK countries prohibit such information on important grounds of public interest.

If a TP Company is not in a position to comply with a Client's reasonable instructions, it will promptly inform both the Global Privacy, Risk & Compliance Office and the Client, and TP will try to accommodate the Client's instructions taking into consideration local laws and regulations applicable in EEA/UK countries and this Policy. If the Client reasonably rejects TP's attempts to accommodate the Client's instructions, and neither TP nor the Client can find a solution to accommodate the Client's instructions, TP will allow the Client to suspend, for a legitimate privacy and data protection reason in accordance with laws and regulations applicable in EEA/UK countries, the transfer of Personal Data impacted until the TP Company can comply with the Client's reasonable instructions, and/or terminate the specific portion of services impacted under the applicable work order or statement of work in accordance with the contractual remedies provided in the contract signed with that Client, but only to the extent such situation substantially disrupts TP's ability to provide services to that Client.

When the provision of services to a Client terminates, all Personal Data Processed on behalf of that Client by TP and any Third-Party Data Processor will, at the choice of the Client and in accordance with the relevant terms of its contract with TP, be either safely returned (including all copies) to the Client, or destroyed (including all copies). Such return or destruction should be done within a 90-day timeframe after the termination of the contract between the Client and TP, which can be extended with the CPO's agreement, depending on the timeframe agreed in that contract.

When laws and regulations require storage by TP of the Personal Data transferred, it will inform the Client and warrant that it will guarantee the confidentiality of the Personal Data and will not actively process that Personal Data anymore.

1.2.3 Help Clients to handle Data Subjects' Requests

TP will assist Clients with handling any requests from Data Subjects who exercise their rights, including requests to access, correct or delete their Personal Data in accordance with applicable laws and regulations.

In particular, TP Companies, as well as any Sub-processor and any Third-Party Data Processor, when relevant, will execute any appropriate technical and organizational measures, insofar as this is possible, when requested by the Clients, for the fulfilment of their obligations to respond to Data Subjects' requests for exercising their rights, including by providing any useful information in order to fulfil the requests.

When TP directly receives a request from a Data Subject, it will promptly communicate it to the relevant Client, in which case the latter remains responsible for handling the request, unless it has specifically authorized TP to do so. In such cases, TP will follow the instructions contained in the Client's contract. The costs of requests directly handled by TP will be borne by the Client, except if provided otherwise in the contract signed with such Client.

1.2.4 Obtain Clients' Authorization to use Sub-Processors or Third-Party Data Processors

TP can use Sub-processors or Third-Party Data Processors only after notifying the Client, and if the latter has not objected to the use of such Sub-processor or Third-Party Data Processor within 30 days of receiving the notification, except if provided otherwise in the contract signed with such Client.

In the case of a Sub-processor, the latter will Process Personal Data in accordance with the Client's instructions and TP's privacy and data protection obligations set forth in the contract signed between TP and the Client.

In the case of a Third-Party Data Processor, TP will only appoint third parties who provide sufficient guarantees in respect of TP's commitments under this Policy. In particular, such Third-Party Data Processors will commit by way of a contract or other legal act under laws and regulations applicable in EEA/UK countries to Process Personal Data in accordance with the Client's instructions and TP's privacy and data protection obligations set forth in the contract signed between TP and its Client, and to adduce appropriate technical and organizational measures to ensure appropriate protection having regard to Part 2, Section 3.1 of this Policy.

If the Client reasonably objects to the addition or replacement of a Sub-processor or a Third-Party Data Processor, TP will (i) offer not to progress with the change, or (ii) offer an alternative solution to the Client, including the use of another Sub-processor or Third-Party Data Processor. If the Client rejects the alternative solution offered by TP for a legitimate privacy and data protection reason in accordance with laws and regulations applicable in EEA/UK countries, the Client may terminate the specific portion of services impacted under the applicable work order or statement of work, in accordance with the contractual remedies provided in the contract signed with that Client.

2. Transfers of Personal Data

Transfers of Personal Data to Sub-processors and Third-Party Data Processors will be done in accordance with Part 2, Section 1.2.4 of this Policy and the requirements set forth below.

2.1 Transfers within the EEA or from the EEA to an Adequate country

This describes the situation in which a Client or TP Company based in the EEA transfers Personal Data to one of the following:

- Client to TP Company (Processor or Sub-processor) based in the EEA or Adequate Country. An example would be a transfer of Personal Data by a Client in France to a TP Company (Sub-processor) in Italy, or Client in Germany to TP Company (Processor) in Canada.
- TP Company to a Sub-processor or Third-Party Data Processor also based in the EEA. An example would be a transfer of Personal Data by a TP Company in France to a Sub-processor in Italy; or

- TP Company to a Sub-processor or Third-Party Data Processor based in an Adequate Country. An example would be a transfer of Personal Data by a TP Company in Spain to a Third-Party Data Processor in Argentina.

Laws and regulations applicable in EEA countries authorize transfers of Personal Data between organizations based in the EEA, or from an organization based in the EEA to another organization based in an Adequate Country. Therefore, TP does not need to implement any additional measures in such cases.

2.2 Transfers from the EEA to a Non-Adequate Country

This describes the situation in which either a client transfers Personal Data to a TP Company (Processor or Sub-processor), or a TP Company based in the EEA transfers Personal Data to a Sub-processor, or a Third-Party Data Processor located in a non-Adequate Country. An example would be a transfer of Personal Data by a TP Company in Ireland to a Sub-processor in the Philippines, or by a TP Company in Germany to a Third-Party Data Processor in Turkey, or by a Client in Spain to TP Company in Colombia.

When either a Client transfers Personal Data to a TP Company located in a non-Adequate Country (Processor or Sub-processor), or an EEA TP Company transfers Personal Data to a Sub-processor located in a non-Adequate Country, such transfer is allowed insofar as that recipient Sub-processor entered into the Intercompany Agreement, has implemented this Policy and complies with its requirements, including with those marked in black.

When an EEA TP Company transfers Personal Data to a Third-Party Data Processor located in a non-Adequate Country, or to a Sub-processor which has not implemented this Policy (including the requirements of this Policy marked in black), the sending TP Company will implement additional measures to protect the Personal Data transferred (e.g., by incorporating into the contract signed with the Third-Party Data Processor the appropriate Standard Data Protection Clauses issued by the European Commission or an EEA DPA), or will ensure that the transfer matches with one of the conditions set forth by laws and regulations applicable in EEA countries (e.g., Data Subjects have given their consent to the transfer; or the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken in response to the Data Subject's request).

If this is not possible, the sending TP Company can operate a transfer if it is necessary for the purposes of compelling legitimate interests pursued by the Client, provided that the transfer or the set of transfers of Personal Data is not repetitive and concerns only a limited number of Data Subjects; the legitimate interests of the Client are not overridden by the Data Subject's interests or rights and freedoms, the Client has assessed all the circumstances surrounding the transfer and on the basis of this document assessment, has provided suitable safeguards with regard to privacy and data protection, and the Client informs the EEA DPAs and the Data Subject of the transfer and the compelling legitimate interests.

2.3 Transfers from Non- EEA/UK Countries to other Countries

This describes the transfer of Personal Data by a non-EEA/UK TP Company to a Sub-processor or Third-Party Data Processor based in another country. An example would be a transfer of Personal Data by a TP Company in Albania to a Sub processor in China, or by a TP Company in Mexico to a Third-Party Data Processor in Spain.

Any transfer of Personal Data from a non-EEA/UK country to any other country will be done with appropriate and reasonable protection, and in compliance with the laws and regulations applicable to the TP Company at the origin of the transfer, in particular, but not limited to, any legal requirement on transfers of Personal Data or pertaining to security.

When Personal Data transferred from the EEA/UK to non-EEA/UK Sub-processors or Third-Party Data Processors are further transferred to other non-EEA/UK Sub-processors or Third-Party Data Processors, the EEA/UK TP Company, or non-EEA/UK TP Company at the origin of the transfer will ensure that such onward transfers comply with the rules set in Part 2, Section 2.2 and 2.5 of this Policy.

2.4 Transfers within the UK or from the UK to an Adequate Country

This describes the situation in which a Client or TP Company based in the UK transfers Personal Data to one of the following:

- Client to TP Company (Processor or Sub-processor) based in the UK or Adequate Country.

- TP Company to a Sub-processor or Third-Party Data Processor also based in the UK.
- TP Company to a Sub-processor or Third-Party Data Processor based in an Adequate Country.

Laws and regulations applicable in the UK authorize transfers of Personal Data between organizations based in the UK, or from an organization based in the UK to another organization based in an Adequate Country. Therefore, TP does not need to implement any additional measures in such cases.

2.5 Transfers from the UK to a Non-Adequate Country

This describes the situation in which either a Client transfers Personal Data to a TP Company (Processor or Sub-processor) located in a non-Adequate Country, or a TP Company based in the UK transfers Personal Data to a Sub-processor or a Third-Party Data Processor located in a non-Adequate Country.

When either a Client transfers Personal Data to a TP Company (Processor or Sub-processor), or a UK TP Company transfers Personal Data to a Sub-processor located in a non-Adequate Country, such transfer is allowed insofar as that recipient Sub-processor entered into the Intercompany Agreement, has implemented this Policy and complies with its requirements, including with those marked in black.

When a UK TP Company transfers Personal Data to a Third-Party Data Processor located in a non-Adequate Country, or to a Sub-processor which has not implemented this Policy (including the requirements of this Policy marked in black), the sending TP Company will implement additional measures to protect the Personal Data transferred (e.g., by incorporating into the contract signed with the Third-Party Data Processor the appropriate Standard Data Protection Clauses issued by or approved by the ICO), or will ensure that the transfer matches with one of the conditions set forth by laws and regulations applicable in the UK (e.g., Data Subjects have given their consent to the transfer; or the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken in response to the Data Subject's request).

If this is not possible, the sending TP Company can operate a transfer if it is necessary for the purposes of compelling legitimate interests pursued by the Client, provided that the transfer or the set of transfers of Personal Data is not repetitive and concerns only a limited number of Data Subjects; the legitimate interests of the Client are not overridden by the Data Subject's interests or rights and freedoms, the Client has assessed all the circumstances surrounding the transfer and on the basis of this document assessment, has provided suitable safeguards with regard to privacy and data protection, and the Client informs the ICO and the Data Subject of the transfer and the compelling legitimate interests.

3. Information Security

3.1 Security and Confidentiality

TP Companies will implement appropriate technical and organizational security measures to protect Personal Data from accidental loss, alteration, unauthorized disclosure or access, in particular when the Processing performed on behalf of Clients involves the transmission of data over a network, and against all other unlawful forms of Processing.

Having regard to the state of the art and the cost of their implementation, such measures will ensure a level of security appropriate to the severity and likelihood of the risks represented by the Processing performed on behalf of Clients to Data Subjects' rights and freedoms, by the nature of the Personal Data to be protected, as well as the scope, context and purposes of the Processing. Such measures can include, as appropriate:

- The pseudonymization and encryption of Personal Data;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; or

- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

In addition, TP Companies will comply with security and organizational measures which at least meet the requirements of the Client's applicable privacy and data protection laws and regulations.

3.2 Personal Data Breach

In case of Personal Data breach, TP should implement an incident response plan, in co-operation with the relevant Chief Information Officer, the Global Chief Information Security Officer, the Privacy, Risk and Compliance Officer, and the Privacy Office, which includes the following:

- **Breach Containment and Recovery** – TP will use its best efforts to resolve the incident by applying a recovery plan and, when necessary, procedures for damage limitation.
- **Risk Assessment** – TP will assess associated risks, such as the adverse consequences for Data Subjects and the affected Client; seriousness of the breach; and risk of repetition.
- **Breach notification** - In accordance with and in the timelines provided by local laws and regulations, TP will inform the affected Client, and any other relevant stakeholder (e.g., the police, or banks, as the case may be), about the Personal Data breach, when required under applicable law.
- **Process Evaluation** – An investigation will be conducted to determine the cause of the breach and evaluate the effectiveness of the response made. Policies and procedures will be addressed accordingly.

In case of Personal Data breach, TP Companies will also promptly inform the Clients impacted by the Personal Data breach after becoming aware of it (no later than 72 hours), as well as the GIRT team and the Privacy Office, including when the breach concerns a Third-Party Data Processor servicing such Clients. In addition, TP will ensure that Sub-processors and Third-Party Data Processors will have the duty to inform the TP Companies acting as a Data Processor without undue delay after becoming aware of any breach, who in turn will promptly inform the Clients of such breach.

4. Recording Processing Activities

TP Companies acting as a Data Processor will create and maintain written records of all the Processing activities, they perform on behalf of Data Controllers (either Clients or other TP Companies), which will contain at least the following information:

- The name and contact details of the TP Company acting as a Data Processor, and of each Data Controller on behalf of which the TP Company is acting, and, when applicable, of the representative of the Data Controller or TP Company acting as a Data Processor.
- The name and contact details of the DPO, when applicable.
- The categories of Processing carried out on behalf of each Data Controller.
- When applicable, transfers of Personal Data, including the identification of the recipient country, and in the case of transfers based on the Data Controller's legitimate interests, the documentation of suitable safeguards as provided in Part , Section 2.2 and 2.5; and
- When possible, a general description of the technical and organizational security measures implemented pursuant to Part 2, Section 3.1 of this Policy.

TP Companies will make relevant information in the records available to applicable EEA/UK DPAs upon request.

5. Co-operation with DPAs

It is the duty of all TP Companies to co-operate with and to respond diligently and appropriately to any inquiry or request, including an audit, by appropriate local DPAs. TP Companies will notify the Privacy Office whenever they receive any requests from a DPA, and any subsequent communications will be managed by the Privacy Office.

In addition, the applicable TP Company and the Privacy Office will co-operate with the applicable EEA/UK DPAs on any issue arising under this Policy, and to comply with any decision or advice given by such DPAs.

5.1 Co-operation with Clients

TP, and any Third-Party Data Processor, when applicable and reasonable, will co-operate and assist Clients in complying with applicable privacy and data protection laws and regulations, including in implementing appropriate technical and organizational measures. Any requests from Clients will be handled promptly and assistance provided to the extent reasonably possible.

TP Companies will make accessible to the Clients upon request the results of the audits conducted in accordance with Part 2, Section 8 of this Policy, and of audits of Third-Party Data Processors conducted by TP.

In addition, TP Companies accept the Clients' right to conduct audits of the Processing facilities in relation to the relevant Processing activities undertaken for such Clients by TP or a Third-Party Data Processor, in accordance with the relevant contracts.

When a Client requests to carry out an audit as described above, such audit may be conducted by the Client itself, or by an independent auditor chosen by the Client in agreement with the applicable DPA, when applicable, provided that the Client will cause such independent auditor to be bound by confidentiality undertakings.

TP and/or Third-Party Data Processors will make available to Clients all information necessary to demonstrate compliance with their obligations towards Clients set forth in this Policy, and will facilitate Clients' compliance with their legal requirements, such as data protection by design and by default.

In addition, TP and Third-Party Data Processors will immediately inform Clients if, in their opinion, a Client's instruction infringes privacy and data protection laws and regulations applicable in EEA/UK countries.

5.2 Complaint Handling

When a Client reports a complaint from a Data Subject related to compliance with the requirements of this Policy marked in black concerning the Processing of his/her Personal Data by TP or a Third-Party Data Processor, and requests TP, to the extent agreed in the contract signed between TP and that Client, to directly handle it, TP will take all necessary steps to make sure that the Data Subject complaint is handled in accordance with the procedure described below.

When a Data Subject wishes to make a complaint related to compliance with the requirements of this Policy marked in black concerning the Processing of his/her Personal Data by TP or a Third-Party Data Processor, but the Client has factually disappeared, ceased to exist in law or has officially become insolvent without any successor entity, such Data Subject can lodge a complaint directly with TP by sending an email to privacy@teleperformance.com.

The Privacy Office, Data Protection Officers and Privacy, Risk and Compliance Officers, when appropriate, will handle the complaint in accordance with the following procedure:

- A Data Subject's identity will be verified before assessing a complaint about this Policy. Additional forms of identification can reasonably be requested to verify a Data Subject's identity.
- Send an acknowledgment within one week of receipt of complaint to the Data Subject and inform him/her about the procedure and timelines to respond.
- Based on the information contained in the complaint, assess whether the complaint is justified, and investigate to understand the circumstances of the Processing subject to the complaint (e.g., extent of the infringement subject to a complaint);

- When the investigation reveals that the complaint is justified, implement relevant measures to resolve the infringement without undue delay and in any event not later than one month from receipt of the complaint; and inform the Data Subject of the result of the investigation and of the remediation measures implemented.
- When a substantive response to the complaint cannot be provided within one month because of the complexity and/or number of the complaints, notify the Data Subject of any extension of the period to respond, together with the reasons for delay, and commit to providing a response within a further two months period.
- When the investigation reveals that the complaint is not justified, inform the Data Subject of the result of the investigation; and
- No matter whether the complaint is justified or not, the Data Subject will be informed that he/she may escalate the complaint to the CPO if he/she is not satisfied by the response received to his/her complaint.

While TP encourages Data Subjects to use the Client's dedicated complaint handling procedure (or TP's dedicated handling procedure) if the Client has factually disappeared, ceased to exist in law or has officially become insolvent without any successor entity), they have the right to lodge a claim directly with the applicable DPA and seek judicial remedies.

Any communication and any action taken by TP further to a Data Subject's complaint will be provided free of charge, save that a reasonable fee may be charged if complaints are manifestly unfounded or excessive, in particular because of their repetitive character, in which case TP will bear the burden of demonstrating the manifestly unfounded or excessive character of the complaints.

TP may refuse to act on complaints when:

- They are manifestly unfounded or excessive, in particular because of their repetitive character, and TP can demonstrate the manifestly unfounded or excessive character of the complaints.
- Processing does not require identification, and TP can demonstrate they are not in a position to verify the identity of a Data Subject; or
- The right of the Data Subject is expressly restricted by laws and regulations applicable in EEA/UK countries.

5.3 Data Subjects' Third-Party Beneficiary Rights

5.3.1 Scope of Enforceable Rights

Data subjects will at least be able to enforce the following elements of the BCRs directly against the TP Company acting as Processor:

- Duty to respect the instructions from the Controller regarding the data processing including for data transfers to third countries
- Duty to implement appropriate technical and organizational security measures and duty to notify any personal data breach to the Controller
- Duty to respect the conditions when engaging a sub-processor either within or outside the Group
- Duty to cooperate with and assist the Controller in complying and demonstrating compliance with the law such as for answering requests from data subjects in relation to their rights
- Easy access to BCRs
- Right to complain through TP's internal complaint mechanisms
- Duty to cooperate with the supervisory authority
- Liability, compensation and jurisdiction provisions; and
- National legislation preventing respect of BCRs.

5.3.2 Right to Judicial Remedies, Redress and Compensation

Subject to Part 2, Section 6.1 of this Policy, Data Subjects whose Personal Data subject to laws and regulations applicable in EEA/UK countries were transferred to non-EEA/UK TP Companies or third parties on the basis of this Policy, are entitled to directly seek a remedy against TP in respect of infringements of Part 1, Sections 1.3 (Scope) and 1.3.2 (Conflict between this Policy and local laws and regulations), as well as Part 2 of this Policy.

Subject to Part 3, Section 6.1 of this Policy, when Data Subjects whose Personal Data subject to laws and regulations applicable in EEA/UK countries were transferred to non-EEA/UK TP Companies or Third-Party Data Processors in accordance with this Policy, are not able to bring a claim against the Client, because it has factually disappeared, ceased to exist in law or has become insolvent without any successor entity, Data Subjects are entitled to seek a remedy in respect of infringements of Part 1, Sections 1.2 (Purpose limitation), 1.3 (Scope), and 1.3.2 (Conflict between this Policy and local laws and regulations), as well as Part 2 of this Policy.

Those Data Subjects' rights cover the judicial remedies for any infringement of the rights guaranteed to Data Subjects and the right to receive compensation.

Data Subjects can choose to lodge their claim before:

- The courts with jurisdiction over the EEA/UK Client or TP Company at the origin of the transfer;
- The courts with jurisdiction over the place where the Data Subject has his/her habitual residence in the EEA/UK; or
- The EEA/UK DPA responsible for the EEA/UK country in which the Data Subject has his/her habitual residence, work, or where the alleged infringement took place.

6. Liability

6.1 Towards Data Subjects

Subject to Part 2, Section 5.3.2 first paragraph of this Policy, TP SE accepts responsibility for and agrees to take the necessary actions to remedy an infringement of the requirements contained in this Policy by non-EEA/UK TP Companies and to pay compensation for any material or non-material damages resulting from such infringement. In this case, Data Subjects will have the same rights and remedies against TP SE as if an infringement had taken place in the EEA/UK.

Subject to Part 2, Section 5.3.2, second paragraph of this Policy, when the Client has factually disappeared, ceased to exist in law or has officially become insolvent without any successor entity, TP SE accepts responsibility for and agrees to take the necessary actions to remedy an infringement of the requirements contained in this Policy by non-EEA/UK TP Companies or non-EEA/UK Third-Party Data Processors, and to pay compensation for any material or non-material damages resulting from such infringement. In this case, Data Subjects will have the same rights and remedies against TP SE as if the infringement had taken place in the EEA/UK.

Such liability extends only to Data Subjects whose Personal Data subject to laws and regulations applicable in EEA/UK countries were transferred to non-EEA/UK TP Companies or non-EEA/UK Third-Party Data Processors in accordance with this Policy.

TP SE may not rely on an infringement by another TP Company or a Third-Party Data Processor of its obligations in order to avoid its own liabilities.

When the TP Company and the Client involved in the same Processing are found responsible for any damage caused by such Processing, the Data Subject will be entitled to receive compensation, for the entire damage, directly from the TP Company.

When TP SE can prove that neither a non-EEA/UK TP Company nor a non-EEA/UK Third-Party Data Processor is responsible for the act, or if the act results from the Client, it may discharge itself from any responsibility as described above.

6.2 Towards Clients

This Policy will be made legally enforceable by Clients which rely on this Policy for the transfers by TP on their behalf through a specific reference to it in the contract with Clients. Subject to any provisions contained in a contract between TP and a Client, a Client will have the right to enforce this Policy against any TP Company for infringements caused by such TP Company servicing this, Client.

In addition, TP SE will be responsible for any damage arising out of an infringement of:

- Parts 1 and 2 of this Policy or of the contracts signed with Clients by non-EEA/UK TP Companies; or
- The written contract signed with a non-EEA/UK Third-Party Data Processor, in accordance with Part 2, Section 1.2.4 of this Policy.

The Client will have the right to judicial remedies and the right to receive compensation.

The burden of proof to demonstrate that TP is not responsible for any damage will lie with TP SE. When TP SE can prove that the non-EEA/UK TP Company or non-EEA/UK Third-Party Data Processor is not responsible for the act, it may discharge itself from any responsibility as described above.

TP SE or any TP Company's liability is limited to infringements of this Policy and of a written contract signed with a non-EEA/UK Third-Party Data Processor, in accordance with Part 2, Section 1.2.4 of this Policy.

7. Conflict Between this Policy and Local Laws and Regulations

TP Companies will assess any judgment taken by a non-EEA/UK court or tribunal, or decision taken by a non-EEA/UK administrative authority requiring the transfer or disclosure of Personal Data which Processing is subject to laws and regulations applicable in EEA/UK countries, to ensure that such transfer or disclosure is done in compliance with laws and regulations applicable in EEA/UK countries.

Notwithstanding the requirements provided in Part 1, Section 1.3.2 above, when an existing or future local law or regulation may prevent compliance with any requirement contained in this Policy, in particular those marked in black, or with any reasonable instructions of the Clients, the affected TP Company will promptly inform the Privacy Office, unless when prohibited by a law enforcement, regulatory authority, state security body or court order (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

In situations when non-compliance with this Policy would not have a substantial effect on the guarantees provided herein, local laws and regulations prevail.

The Privacy Office will decide on the appropriate actions to take to resolve the conflict and will report all EEA matters to the EEA DPA applicable to the Client and to the CNIL and will report all UK matters to the DPA applicable to the Client and to the ICO.

In addition, the Client will be promptly informed of such risk of non-compliance with this Policy or the Client's instructions. TP will use reasonable efforts to offer an alternative solution to the concerned Client to solve the conflict in a reasonable period of time. If the Client rejects the alternative solution offered by TP for a legitimate privacy and data protection reason in accordance with laws and regulations applicable in EEA/UK countries, the Client will be entitled to suspend the transfer of the specific Personal Data impacted by this non-compliance until the TP Company can provide an adequate alternative solution, and/or terminate the specific portion of services impacted by this non-compliance under the applicable work order or statement of work in accordance with the contractual remedies provided in the contract signed with that Client, but only to the extent such conflict substantially disrupts TP's ability to provide services to that Client.

If TP receives a legally binding request for disclosure of the Personal Data Processed on behalf of a Client by a non-EEA/UK law enforcement, regulatory authority, state security body or court order, the following rules will apply:

- The Client will be promptly informed, unless otherwise prohibited (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation) or agreed with the Client;

- In any case, TP will assess each request for disclosure on a case-by-case basis and commits to putting the request on hold for a reasonable period of time in order to notify both the EEA/UK DPA applicable to the Client and the CNIL or ICO as applicable prior to the disclosure to the requesting body, and provide them with information on the request, the requesting body, and the legal basis for disclosure unless otherwise prohibited (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation);
- When suspension of the request and/or notification to the applicable EEA/UK DPAs are prohibited (e.g., prohibition under criminal law to preserve the confidentiality of a law enforcement investigation), TP will use reasonable efforts to request a waiver of this prohibition in order to be able to notify both the EEA/UK DPA applicable to the Client and the CNIL or ICO as applicable, and will keep evidence of the waiver request; and
- When such a waiver request has been denied, TP will annually provide general information on requests received (e.g. number of applications for disclosure, type of data requested, requester if possible) to the above-mentioned EEA/UK DPAs.

8. Audits

8.1 Internal Audit

8.1.1 Conducting the Audits

The Group delegated its duty to have data protection audits to the Group compliance department's audit team. The Group compliance department's audit team is responsible for designing the Internal Audit Program and for conducting the audits on a periodic basis. The audit program covers all aspects of the BCR-P (for instance, applications, IT systems, databases that Process Personal Data, or onward transfers, review of the contractual terms used for the transfers out of the Group to Data Controllers or Data Processors of Personal Data, corrective actions, etc.), including methods and action plans ensuring that corrective actions have been implemented. This Policy will be included within the Internal Audit Program, and compliance checks will take place to review the effectiveness of both its implementation and ongoing compliance, covering all aspects of this Policy, including any remediation activities identified previously. Such audits will be conducted on specific requests from the Privacy Office or on a regular basis within a 3- year cycle. In addition to the regular audits, specific audits (ad hoc audits) may be requested by the Privacy Office as needed.

8.1.2 Communicating the Audit Results

Detailed audit results from the Internal Audit Program are communicated to the relevant internal stakeholders. Summarized and aggregate results will be communicated to leaders of the TP Companies, and to a committee of the Board of Directors of TP SE. The relevant DPA for privacy can have access to details of the results of the audit upon request, subject to confirmation that it is bound by an obligation of confidentiality in the course of exercising their public duties. The relevant DPA for privacy can also carry out a data protection audit of any BCR member if required.

8.2 External Audit

TP may also reserve the right to engage independent third parties to audit TP Companies' compliance with the requirements contained in this Policy as it deems appropriate. Prior to engaging in any such audit, TP will ensure that such an independent third party is suitably qualified, has the requisite expertise and experience, and is subject to appropriate obligations of confidentiality. The audit results are communicated to a committee of the Board of Directors of TP SE.

Annex A

Below is the list of legal entities that are part of the Intercompany agreement

Country	Legal Entity Name	Registered address	Contact Details
Albania	Albania Marketing Service ShpK	Str. Abdyl Frasheri N°31, Pallati Hekla, Tirana	EMEAPrivacyOffice@teleperformance.com
Albania	Service 800 Albania Sh.p.k	Rr.Abdyl Frasheri N°31, Palazzo Hekla, Perballe Librit Universitar, Tirana	EMEAPrivacyOffice@teleperformance.com
Albania	TLScontact Albania Sp.h.k	Tirana Municipal Unit nr.2, Bulevardi Berjam Curri, ETC, Kati 12, Tirana	EMEAPrivacyOffice@teleperformance.com
Algeria	SARL TLS Contact	9 rue Manaa Lakhdar, Sidi Merzoug, Ben Aknoun, 16000, Alger	EMEAPrivacyOffice@teleperformance.com
Argentina	Citytech S.A.	avenida Bouchard 680, Piso, 1106, Buenos Aires	EMEAPrivacyOffice@teleperformance.com
Argentina	Findasense Cono Sur, S.A.	Avenida Del Libertador 6680, Piso 3°, C1428ARW, Buenos Aires	EMEAPrivacyOffice@teleperformance.com
Armenia	Majorel Armenia LLC	16 Tigran Mets Avenue, 0010, Jerewan	EMEAPrivacyOffice@teleperformance.com
Armenia	TLScontact AM Limited Liability Company	Vardananc street, building 4, number 50 area 10, Yerevan	EMEAPrivacyOffice@teleperformance.com
Austria	Teleperformance Austria GmbH	c/o Mazars Austria GmbH, Kärntner Ring 5-7, 1010, Wien	EMEAPrivacyOffice@teleperformance.com
Azerbaijan	Majorel Azərbaycan Telekomünikasyon MMC	6, Abbasgulu Agha Bakikhanov, Yasamal District, AZ 1065, Baku City	EMEAPrivacyOffice@teleperformance.com
Azerbaijan	TLScontact Azerbaijan Limited Liability Company	Demirchi Tower 3rd Floor, 37 Khojali Avenue, Khatai District, AZ1025, AKU CITY	EMEAPrivacyOffice@teleperformance.com
Belarus	Unitary Enterprise Providing Services "TLSContact"	office 60, h. 40, 220004, Nemiga str., 220104, Minsk	EMEAPrivacyOffice@teleperformance.com
Belgium	Teleperformance Belgium	Borsbeeksebrug 30, 2600, Antwerpen	EMEAPrivacyOffice@teleperformance.com
Belgium	Teleperformance Managed Services Belgium	Korte Keppestraat 23, bus 201 9321, Aalst	EMEAPrivacyOffice@teleperformance.com

Belize	Teleperformance Belize Ltd.	Suite 401, The Matalon, Coney Drive P. O. Box 1846, Belize City	EMEAPrivacyOffice@teleperformance.com
Bosnia-Herzegovina	Teleperformance B-H d.o.o.	Paromlinska no 56, 71000, Sarajevo	EMEAPrivacyOffice@teleperformance.com
Bosnia-Herzegovina	“TLScontact d.o.o. Sarajevo”	Paromlinska St. no. 56, 71000, Sarajevo	dp@tlscontact.com
Botswana	Tls Contact Proprietary Limited	Unit G3 Victoria House, Plot 132 Independence Avenue, Gaborone	EMEAPrivacyOffice@teleperformance.com
Brazil	Teleperformance CRM S.A.	Rua Werner Von Siemens, 111, Prédio 10, Espaço 01, Lapa de Baixo – São Paulo City São Paulo, CEP 05069-010	EMEAPrivacyOffice@teleperformance.com
Brazil	Findasense Brasil Digital Ltda.	Rua Pais Leme, nº 215,, conj. 2914 C, Pinheiros, RJ05424-150, Rio de Janeiro	EMEAPrivacyOffice@teleperformance.com
Cambodia	Telecontact (Cambodia) Co., Ltd.	Garden in the Air Tower, 33A, G33A02A-01, Tonle Basak, Chamkar Mon, Phnom Penh	EMEAPrivacyOffice@teleperformance.com
Cameroon	TLS CONTACT CAMEROON S.A.R.L	Lieu-dit Essos, Boîte Postale numéro 16370, Yaoundé	EMEAPrivacyOffice@teleperformance.com
Canada	Alliance One Ltd	90 Eglinton Avenue West Suite 600, ON M4R 2E4, Toronto	EMEAPrivacyOffice@teleperformance.com
Canada	Language Line Services Canada, Inc.	1200 Waterfront Centre, 200 Burrard Street, P.O. Box 48600, BC V7X 1T2, Vancouver	EMEAPrivacyOffice@teleperformance.com
Canada	TLScontact Commercial (Canada) Inc.	2030 Pie-IX Boulevard, Suite 330, Montreal, QC, H1V 2C8, Montreal	dp@tlscontact.com
Canada	Agents Only Technologies Inc.	128 W Pender St #205, Canada, BC V6B 1R8, Vancouver	EMEAPrivacyOffice@teleperformance.com
Canada	Teleperformance Canada Corp.	1300-1969 Upper Water Street, McInnes Cooper Tower - Purdy's Wharf, NS B3J 3R7, Halifax	EMEAPrivacyOffice@teleperformance.com
Chili	Findasense Chile, S.p.A.	Avenida Alonso de Cordova 4355, Comuna de Vitacura, Región Metropolitana, Santiago de Chile	EMEAPrivacyOffice@teleperformance.com

Chili	TP Chile S.A.	Avenida del Valle #841 Oficina #101 floor 1st Comuna Huechuraba, Santiago	EMEAPrivacyOffice@teleperformance.com
China	Beijing Interactive CRM Technology Service Limited	302 Room, 63 Zhi Chun Road, Haidian District, 100190, Beijing	EMEAPrivacyOffice@teleperformance.com
China	Beijing TLScontact Consulting Co., Ltd.	Unit D,11/F, Tower A, Gateway Plaza, 18 Xiaguangli, East Ring North Road, Xiaoyun Road, Chaoyang, Beijing	EMEAPrivacyOffice@teleperformance.com
China	Changzhou Majorel Management Consulting Co., Ltd.	Room 104, Building A, Changzhou Tian 'an Digital Park, No. 588 South Changwu Road, Wujin National High-tech Industrial Development Zone, Jiangsu Province, Changzhou City	EMEAPrivacyOffice@teleperformance.com
China	Guangdong North Asia United CRM Technologies Limited	Unit 1001, Glory International Financial Center, No. 25 Ronghe Road, Guicheng Street, Nanhai District, Guangdong Province, Foshan	EMEAPrivacyOffice@teleperformance.com
China	Guangzhou Interactive CRM Technology Limited	Zibian Room 21-103 of Units 01-08, 21/F, No.15 Zhujiang West Road, Tianhe District, Guangdong, Guangzhou	EMEAPrivacyOffice@teleperformance.com
China	Henan North Asia United CRM Technologies Limited	4h Floor, Heyigong Office Building, No. 8, North Side 200 meters West of the Intersection of Dongqiang Road and Xindong Avenue, Hongqi District, Henan Province, Xinxiang City	EMEAPrivacyOffice@teleperformance.com
China	Nanning North Asia United CRM Technologies Co., Ltd	Unit 201, 2nd Floor, No. 1 Building, Electronic Industry Park, Gaoke Road, Nanning High-Tech Zone, No. 8 Gaoke Road, Nanning City	EMEAPrivacyOffice@teleperformance.com
China	Neijiang Majorel Information Technology Co., Ltd.	No. 21, No. 608, Ping'an Road, Dongxing District, Sichuan Province, Neijiang City	EMEAPrivacyOffice@teleperformance.com
China	North Asia United CRM Technologies (Beijing) Limited	3/F, South Tower, Zhongke Resources Building, 6 Zhongguancun South 3rd	EMEAPrivacyOffice@teleperformance.com

		Street, Haidian District, 100191, Beijing	
China	North Asia United CRM Technologies (Xi'an) Limited	301#, 3F G-H Building, ZTE industrial park, 10# Tang Yang Nan Road, Xi'an High-tech zone, Xian	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Kaichang information technology Co. Ltd	Room 1302B, 13th Floor, No. 125 Liuying Road, Hongkou District, Shanghai, China, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Majorel Commercial Services Co., Ltd.	Building A, No.218, Pingfu Road, Xuhui District, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Majorel CX Business Solutions Co., Ltd.	Room C06-C09, Building 7, No.700 Wanrong Road, Jing'an District, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Shanghai Majorel Digital Marketing Co., Ltd.	Room C, 2nd Floor, Building 3, 1180 Xingxian Road, Jiading District, Shanghai	EMEAPrivacyOffice@teleperformance.com
China	Teleperformance Information Technologies (Kunming) Co., Ltd.	Unit 1802, Floor 18, R&D Building, Yunnan Haopy Medical Technology Research Park, Crossroad of Haiyuan North Road and Keji Road (Slot M2-9-1 of Haiyuan North Road), Kunming High-Tech Industries Development Zone, 650106, KUNMING	EMEAPrivacyOffice@teleperformance.com
China	Wuxi Kaize Information Technology Services Co., Ltd.	8 / F, Building 3, No. 50, Xiuxi Road, Binhu District, Wuxi City	EMEAPrivacyOffice@teleperformance.com
China	Beijing TLScontact Consulting Limited	Unit D, 11/F, Tower A, Gateway Plaza, 18 Xiaguangli, East Third Ring North Road, Chaoyang District, Beijing, Beijing	dp@tlscontact.com
China, Hong Kong	Hong Kong Asia CRM Limited	22F, Bank of China Tower, 1 Garden Road, Hong Kong	EMEAPrivacyOffice@teleperformance.com
China, Hong Kong	TLScontact Limited	ROOM 303 3/F ST. GEORGE'S BUILDING, 2 ICE HOUSE STREET CENTRAL, Hong Kong	EMEAPrivacyOffice@teleperformance.com
Colombia	Findasense Colombia, S.A.S.	Calle 81 # 11 08 piso 4 oficina 103, Localidad de Chapinero, Bogota	EMEAPrivacyOffice@teleperformance.com
Colombia	Majorel Bucaramanga S.A.S.	Kilometer 3981 Anillo Vial Sector Rio Frio Oficina 201	EMEAPrivacyOffice@teleperformance.com

		Edificio Baiachala, Floridablanca, Santander	
Colombia	Majorel Colombia S.A.S.	Calle 85 # 50 - 159, Offices 1 to 9, Quantum Tower Building., Barranquilla	EMEAPrivacyOffice@teleperformance.com
Colombia	Teledatos Zona Franca S.A.S	Carrera 106 No 15-25, Zona Franca Lote 30, Manzana 6, Bogotá	EMEAPrivacyOffice@teleperformance.com
Colombia	Teleperformance Colombia S.A.S	Avenida Calle 26 No 92-32. Edificio B, Piso 2., Bogota	EMEAPrivacyOffice@teleperformance.com
Congo (Republic of)	TLScotact Congo Brazzaville	Avenue Charles de Gaulle, Immeuble Ex-Air Afrique, Pointe Noire, Centre ville, Brazzaville	EMEAPrivacyOffice@teleperformance.com
Costa Rica	Costa Rica Contact Center CRCC S.A.	San José Sabana North East Corner of the Building “Torre La Sabana”, La Sabana, 125 North on the Left side, Building Ara-Law, San José, Santa Ana	EMEAPrivacyOffice@teleperformance.com
Costa Rica	Findasense Costa Rica, Ltda.	San Jose Escazu San Rafael, Centro Corporativo El Cedral, Torre Cuatro, Piso Quinto, San José	EMEAPrivacyOffice@teleperformance.com
Costa Rica	Language Line CR, S.A.	Heredia Barreal, Zona Franca Metro, Edificio Cinco AB, San José	EMEAPrivacyOffice@teleperformance.com
Croatia	Teleperformance HRV d.o.o.	Ulica Ivana Lučića 2A, Zagreb	EMEAPrivacyOffice@teleperformance.com
Czech Republic	Teleperformance CZ, a.s.	Sukova třída 1556, Zelené Předměstí, 530 02, Pardubice	EMEAPrivacyOffice@teleperformance.com
Denmark	Teleperformance Denmark A/S	Hørkear 12A 2730, Herlev	EMEAPrivacyOffice@teleperformance.com
Dominican Republic	TLSCONTACT DOMINICAN REPUBLIC S.R.L.	Avenida John F. Kennedy No. 56, Ensanche Serralles, Distrito Nacional, Santo Domingo	EMEAPrivacyOffice@teleperformance.com
Egypt	Egyptian Call Center Operators Majorel S.A.E.	Office 332, 3rd floor, building C, Ali El Din commercial and administrative mall, El Mehwar, Giza	EMEAPrivacyOffice@teleperformance.com
Egypt	Global Technical Services LLC	B 84 Sestel Building Smart Village Cairo alex Desert Road, Abo Rawash, Giza	EMEAPrivacyOffice@teleperformance.com

Egypt	International Company for Human Resources and Management Services IMI Majorel S.A.E.	35/A Corniche El Nile – Sarai El Maadi tower, beside El Nile Badrawi Hospital, apartment n°5, 7, Kairo	EMEAPrivacyOffice@teleperformance.com
Egypt	IST Egypt S.A.E.	Degla building, 5th Floor 1-204 St, Maddi, Kairo	EMEAPrivacyOffice@teleperformance.com
Egypt	Service 800 Egypt for Communication (Teleperformance) SAE	Mall El Nargis, El Tseen Street New Cairo, Cairo	EMEAPrivacyOffice@teleperformance.com
Egypt	TLS Contact Egypt	Building B9, the 3rd floor, Capital Business Park, Western Periphery of El-Sheikh Zayed City, Cairo	EMEAPrivacyOffice@teleperformance.com
Egypt	Eclipse Technologies for Business Services Majorel S.A.E.	12 Mohamed Ali Genah St, Graden City, Cairo.	EMEAPrivacyOffice@teleperformance.com
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Finland	Teleperformance Finland Oy	Åkerlundikatu 11A 33100, Tampere	EMEAPrivacyOffice@teleperformance.com
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France	ACR France S.à r.l.	21-23, rue de Vienne 75008, Paris	dpo-fab@majorel.com
France	Anteles SARL	ZI N° 3, Rue Calmette 16340, L'Isle-D'Espagnac	dpo-fab@majorel.com
France	AQUITEL SAS	4, Boulevard Nicéphore Niépce, Teleport II 86360, Chasseneuil du Poitou	dpo-fab@majorel.com
France	Arvalife SAS	Rue des Freres Lumiere, ZAC du Bois Rigault Nord 62880, Vendin-le-Vieil	dpo-fab@majorel.com
France	Call Insurance Sarl	Rue des Freres Lumiere, ZAC du Bois Rigault Nord 62880, Vendin-le-Vieil	dpo-fab@majorel.com
France	Camaris SARL	38, route de Blendecques 62219, Longuenesse	dpo-fab@majorel.com
France	Cap2Call SARL	Rue de Val Ponce 52000, Chaumont	dpo-fab@majorel.com
France	Capdune SARL	2, 4, 6, 8, Rue Ledru Rollin 59210, Coudekerque-Branche	dpo-fab@majorel.com

France	Ceacom SARL	58, Rue du Général Chanzy 76600, LeHavre	dpo-fab@majorel.com
France	Cometz SARL	130, Route de Thionville 57000, Metz	dpo-fab@majorel.com
France	CVMF (Customer Value Management France)	Rue des Frères Lumière, ZAC du Bois Rigault Nord 62880, Vendin-Le-Vieil	dpo-fab@majorel.com
France	Duacom SARL	148 rue de Bellain 59500, Douai	dpo-fab@majorel.com
France	MBD - Majorel Business Developpement SAS	21 – 23 rue de Vienne 75008, Paris	dpo-fab@majorel.com
France	MSE - Majorel Strategie & Expertises SARL	21 – 23 rue de Vienne 75008, Paris	dpo-fab@majorel.com
France	Nordcall SARL	847, Avenue de la Republique 59700, Marcq-en-Baroeul	dpo-fab@majorel.com
France	Soneo SARL	ZAC du Plateau de Haye, 200 rue André Bisiaux 54320, Maxeville	dpo-fab@majorel.com
France	TEC - Tourcoing Excellence Center S.A.S.	Angle de l'avenue Lefrançois et de la rue de Roubaix 59200, Tourcoing	dpo-fab@majorel.com
France	Teleperformance Europe Middle- East Africa	21-25 rue Balzac 75008, PARIS	EMEAPrivacyOffice@teleperformance.com
France	Velsia	230 Boulevard Godard 33300, Bordeaux	EMEAPrivacyOffice@teleperformance.com
France	Teleperformance Intemerdiation	21-25 rue Balzac 75008, PARIS	EMEAPrivacyOffice@teleperformance.com
France	Teleperformance KS France SAS	21-25 rue Balzac 75008, PARIS	EMEAPrivacyOffice@teleperformance.com
France	Teleperformance Management Services	21-25 rue Balzac 75008, PARIS	EMEAPrivacyOffice@teleperformance.com
France	Teleperformance SE	21-25 rue Balzac 75008, Paris	EMEAPrivacyOffice@teleperformance.com
France	Tellis Telephone Limousin Services SARL	76, Voie des Activités 19330, Favars	dpo-fab@majorel.com
France	TLS Contact Algérie	21-25 rue Balzac 75008, PARIS	dp@tlscontact.com
France	TLS Contact France	Crisco Uno, Bâtiment C, 7 avenue de la Cristallerie 92310, Sèvres	dp@tlscontact.com
France	TLS Group S.A.	21-25 rue Balzac 75008, Paris	dp@tlscontact.com
France	yzee - services SARL	Rue des Frères Lumière, ZAC du Bois Rigault Nord 62880, Vendin-Le-Vieil	dpo-fab@majorel.com

France	TP Infinity France S.A.S.	21-25 rue Balzac 75008, Paris	EMEAPrivacyOffice@teleperformance.com
France	FCE - French CRM Experts	21-25 rue Balzac 75008, Paris	EMEAPrivacyOffice@teleperformance.com
France	OSBF - Overperform Sales & Brand FSM	21-25 rue Balzac 75008, Paris	EMEAPrivacyOffice@teleperformance.com
France	TELEPERFORMANCE NC	21-25 rue Balzac 75008, Paris	EMEAPrivacyOffice@teleperformance.com
France	TRAVELISA	21-25 rue Balzac 75008, Paris	EMEAPrivacyOffice@teleperformance.com
Gabon	TLScontakt Gabon	Trois Quartiers - Immeuble Soleil d'Orient, Libreville	EMEAPrivacyOffice@teleperformance.com
Georgia	Majorel Georgia LLC	I. Chavchavadze Allee N34, 2. Ebene, Tiflis	EMEAPrivacyOffice@teleperformance.com
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Thailand	Majorel (Thailand) Ltd.	No. 9, G Tower, 11th Floor, Unit GS01 - GS02, Rama 9 Road, Huay Kwang Sub-district, Huay Kwang District, Bangkok	EMEAPrivacyOffice@teleperformance.com
Thailand	Teleperformance (Thailand) Co., Ltd.	No. 1788 Singha Complex, 21st Floor, Unit No. 2100, New Petchburi Road, Bangkapi Sub-district, Huaykwang District, Bangkok	EMEAPrivacyOffice@teleperformance.com
Thailand	TLScontact Enterprises (Thailand) Co., Ltd.	175 Sathorn City Tower, 12/1 F1., South Sathorn Road, Kwaeng Thungmahamek, Khet Sathorn, Bangkok Metropolis, 10120, Bangkok	EMEAPrivacyOffice@teleperformance.com
Thailand	TLScontact International Co., Ltd.	Sathorn City Tower 12/1 Fl.1, 175 South Sathorn Road, 10120, Bangkok	EMEAPrivacyOffice@teleperformance.com
Togo	Teleperformance Togo	Etage 1 Résidence IOKA, Boulevard du 13 Janvier Nyékonakpoé, 07, Lomé	EMEAPrivacyOffice@teleperformance.com

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Tunisia	Société Tunisienne d'Assistance et de Services (STAS)	Immeuble Leman Center, Rue du Lac Leman –Les berges du Lac, Tunis	EMEAPrivacyOffice@teleperformance.com
Tunisia	SOCIETE TUNISIENNE DE TELEMARKETING	48, Avenue Kheireddine Pacha, 1002, Tunis	EMEAPrivacyOffice@teleperformance.com
Tunisia	TLS Contact Tunisie	Immeuble Majda, Rue de la Feuille d'Érable, 1053, Tunis	EMEAPrivacyOffice@teleperformance.com
Tunisia	Teleperformance Intermediation	55, Av. Annaba – Z.I de Ben Arous, 2013 Ben Arous, 1002, Tunis	EMEAPrivacyOffice@teleperformance.com
Turkey	Metis Anadolu Çağrı Merkezleri A.Ş	Karma Organize Sanayi Bölgesi 173, Ada 10, Parsel 2, Cadde No: 14, Usak	EMEAPrivacyOffice@teleperformance.com
Turkey	Metis Bilgisayar Sistemleri Sanayi ve Ticaret A.Ş	Otakçılar Caddesi Flatofis İstanbul No:78 Kat:4 No:91, Eyüpsultan, İstanbul	EMEAPrivacyOffice@teleperformance.com
Turkey	TLS DANIŞMANLIK HİZMETLERİ VE TİCARET LİMİTED ŞİRKETİ	PROFİLO AVM GULBAHAR MAHALLESİ 5.YIL SOKAK NO1/D ŞİŞLİ, 34050, Eyüp/ İstanbul	EMEAPrivacyOffice@teleperformance.com
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UK	BeCogent Limited	Spectrum House, Bond Street BS1 3LG, Bristol	EMEAPrivacyOffice@teleperformance.com
UK	City Park Technologies Limited	6th Floor, 145 St Vincent Street G2 5JH, Glasgow	EMEAPrivacyOffice@teleperformance.com
UK	City Park Technology Centre Limited	6th Floor, 145 St Vincent Street G2 5JH, Glasgow	EMEAPrivacyOffice@teleperformance.com
UK	Improved Financial Solutions Limited	Spectrum House, Bond Street BS1 3LG, Bristol	EMEAPrivacyOffice@teleperformance.com

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UK	Language Line TI Limited	5th Floor, Queen Elizabeth House, 4 St. Dunstan's Hill EC3R 8AD, London	EMEAPrivacyOffice@teleperformance.com
UK	MM Group Ireland Limited	Clandeboyne Business Park, West Circular Road B, County Down, Northern Ireland T19 1AR, Bangor	EMEAPrivacyOffice@teleperformance.com
UK	Teleperformance BPO UK Limited	Suite 305, 70 Pall Mall, St. James, SW1Y 5ES, London	EMEAPrivacyOffice@teleperformance.com
UK	Teleperformance Contact Limited	Spectrum House, Bond Street BS1 3LG, Bristol	EMEAPrivacyOffice@teleperformance.com
UK	Teleperformance Global BPO UK Limited	Spectrum House, Bond Street BS1 3LG, Bristol	EMEAPrivacyOffice@teleperformance.com
UK	Teleperformance Global Services UK Limited	Suite 305, 70 Pall Mall, St. James, SW1Y 5ES, London	EMEAPrivacyOffice@teleperformance.com
UK	Teleperformance Holdings Limited	Spectrum House, Bond Street BS1 3LG, Bristol	EMEAPrivacyOffice@teleperformance.com
UK	Teleperformance Limited	Spectrum House, Bond Street BS1 3LG, Bristol	EMEAPrivacyOffice@teleperformance.com
UK	TLScontakt (UK) Limited	18 Ryeland Boulevard, Wandsworth, SW18 1UN, London	dp@tlscontact.com
UK	TP infinity UK LTD	64 Woodcock Hill, HA3 0JF, Harrow	EMEAPrivacyOffice@teleperformance.com
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Ukraine	TLScontakt Ukraine Limited Liability Company	04050, Kyiv, Ukraine, Glybochytska Street, Building 4, Ukraine, 4050, Kyiv	EMEAPrivacyOffice@teleperformance.com
United Arab Emirates	Teleperformance Call Centers Services L.L.C	11th Floor, IBN Battuta Gate Building, Jebel Ali Village, Dubai, UAE	EMEAPrivacyOffice@teleperformance.com
United Arab Emirates	Teleperformance Global Services FZ-LLC_DOZ	601, Arab Bank company for shared services, Dubai Outsource Zone, Dubai-UAE, 345808	EMEAPrivacyOffice@teleperformance.com
United Arab Emirates	Teleperformance Middle East Business Services L.L.C.	Unit 11-14, Remal Mall, Sanaya, AL Ain- UAE, 1447	EMEAPrivacyOffice@teleperformance.com



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Uruguay	Majorel Uruguay SA	Cerrito 461, 5th floor, Montevideo	EMEAPrivacyOffice@teleperformance.com
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USA	AllianceOne Receivables Management, Inc.	3043 Walton Rd., Ste. 201, 19462, Plymouth Meeting, PA	EMEAPrivacyOffice@teleperformance.com
USA	Envok, LLC	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Health Advocate Solutions, Inc.	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Health Advocate West, Inc.	11808 Miracle Hills Drive, 68154, Omaha	EMEAPrivacyOffice@teleperformance.com
USA	Hispanic Teleservices Corporation	210 Westcott Street, 77007, Houston, TX	EMEAPrivacyOffice@teleperformance.com
USA	Language Line Costa Rica, LLC	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Language Line Dominican Republic, LLC	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Language Line holdings II, Inc.	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Language Line Services, Inc.	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Language Line, LLC	1 Lower Ragsdale Drive, Building Two, 93940, Monterey	EMEAPrivacyOffice@teleperformance.com

USA	Lingo Systems, LLC	15115 SW Sequoia Parkway Suite 200, 97224, Portland, OR	EMEAPrivacyOffice@teleperformance.com
USA	Majorel USA Holding, Inc.	251 Little Falls Drive, Delaware, 19808, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	Merkafon International, Ltd	1701 S. Closner Blvd., 78539, Edinburg	EMEAPrivacyOffice@teleperformance.com
USA	Merkafon Management Corporation	1701 S. Closner Blvd., 78539, Edinburg	EMEAPrivacyOffice@teleperformance.com
USA	On Line Interpreters, Inc.	1 Lower Ragsdale Drive, Building Two, 93940, Monterey	EMEAPrivacyOffice@teleperformance.com
USA	Pacific Interpreters Incorporated	707 S.W. Washington Street, Portland, OR	EMEAPrivacyOffice@teleperformance.com
USA	PSG Global Solutions, LLC	13101 Washington Boulevard, Suite 115, 90066, Los Angeles, CA	EMEAPrivacyOffice@teleperformance.com
USA	SENTURE, LLC	460 Industrial Boulevard, 40741, London, KY	EMEAPrivacyOffice@teleperformance.com
USA	Teleperformance Delaware, Inc.	5295 South Commerce Drive, Suite 600, 84107, Murray	EMEAPrivacyOffice@teleperformance.com
USA	Teleperformance Group, Inc.	1601 Washington Avenue, Suite 400, 33139, Miami Beach, FL	EMEAPrivacyOffice@teleperformance.com
USA	Teleperformance Sensure Holding, LLC	Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	TP Infinity USA, Inc.	The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, 19801, Wilmington, DE	EMEAPrivacyOffice@teleperformance.com
USA	TPUSA, Inc.	1991 S 4650 W, 84104, Salt Lake City, UT	EMEAPrivacyOffice@teleperformance.com
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