

TALENTARIUM d.o.o. from Zagreb, Selska cesta 179, OIB: 66469289946 (as the data controller) and Ruth ITS GmbH (Ruth Solution), from Graz, Austria, Sandgasse 36/4, ID: FN638323k (as the data processor),

conclude on April 15, 2025, in Zagreb, the following

## **ADDENDUM TO THE AGREEMENT ON THE LEASE OF THE RUTH CAREERS APPLICATION**

### Article 1

It is established that the contracting parties entered into the Agreement on the Lease of the Ruth Careers application (hereinafter referred to as: the Main Agreement) on April 15, 2025, and that, within the scope of the agreed services, personal data of individuals maintained by the data controller (candidates, business partners, etc.) is also being processed.

This Addendum to the Agreement on the Lease of the Ruth Careers application (hereinafter referred to as: the Addendum) regulates the relationship between the data controller and the data processor for the purpose of implementing the General Data Protection Regulation (Official Journal of the European Union, No. L 119/1 dated 4.5.2016).

### Article 2

The data processor guarantees to the data controller the implementation of appropriate technical and organizational measures in such a way that the processing complies with the requirements of the General Data Protection Regulation and ensures the protection of the rights of the data subjects.

### Article 3

The data processor may not engage another data processor without the prior specific or general written approval of the data controller. In the case of general written approval, the data processor shall inform the data controller of any planned changes regarding the addition or replacement of other processors, thereby allowing the data controller to object to such changes.

### Article 4

The types of personal data used by the processor include: name and surname, address, date of birth, email address, mobile or landline number, salary data, evaluations, and other data that can be classified as personal data.

### Article 5

The subject of the processing regulated by this Addendum is the processing of personal data by the data controller related to the records of candidates, employees, and business partners.

The duration of personal data processing is for the period of validity of the Main Agreement, which has been concluded for an indefinite duration.

### Article 6

By this Addendum, the data processor undertakes:

- to process personal data only according to the instructions of the data controller, and the data controller undertakes to provide these instructions in a timely manner

- to ensure that persons authorized to process personal data sign a confidentiality declaration
- to take all necessary technical and organizational measures to ensure an appropriate level of security relative to the risk, including, where appropriate, 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 of and access to personal data in a timely manner in the event of a physical or technical incident, as well as a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring processing security
- to engage another processor only with the specific or general written approval of the data controller
- to assist the data controller through appropriate technical and organizational measures in fulfilling the controller's obligation regarding responding to requests to exercise data subject rights
- to delete or return to the data controller all personal data after the completion of services relating to processing, at the choice of the data controller, and to delete existing copies unless there is an obligation to store personal data under EU or Croatian law
- to make available to the data controller all information necessary to demonstrate compliance with the obligations set out in this Addendum

#### Article 8

The data controller is not obligated to pay any additional fees for the services agreed upon in this Addendum.

#### Article 9

This Addendum is made in two identical copies, one for each contracting party.

#### Article 10

This Addendum shall enter into force and apply as of April 15, 2025.

**FOR THE DATA CONTROLLER:**

**Talentarium d.o.o.**

**FOR THE DATA PROCESSOR:**

**Ruth ITS GmbH**