

## Stephenson Harwood Online Recruitment Portal Terms & Conditions and Recruitment Privacy Notice

### 1 General

- 1.1 The following terms and conditions apply to your use of the Stephenson Harwood ("**Stephenson Harwood**", "**we**" or "**us**") online recruitment portal (the "**Online Recruitment Portal**"):
  - 1.1.1 the general terms and conditions and privacy policy of the Stephenson Harwood website (www.shlegal.com, the "**Site**") which are available at: <http://www.shlegal.com/terms-conditions> (the "**General Terms and Conditions**");
  - 1.1.2 the terms of use set out below at paragraph 2 which is specific to the Online Recruitment Portal (the "**Terms of Use**"); and
  - 1.1.3 the online recruitment privacy notice set out below at paragraph 3 (the "**Privacy Notice**").
- 1.2 You should read the General Terms and Conditions as they contain important terms which apply to your use of the Site, including how we may bar your access to the Site, including the Online Recruitment Portal.
- 1.3 We may at our sole discretion change or add additional terms to the Privacy Notice. If we make any substantial changes in the way we use your personally identifiable information, we will take reasonable steps to notify you.
- 1.4 Any changes to the Privacy Notice will not affect your right to request that we delete or remove your CV and/or any details we hold on our system.
- 1.5 Stephenson Harwood is an international legal practice carried on by Stephenson Harwood LLP and its affiliated practices. Accordingly, references in these terms and conditions and privacy notice to Stephenson Harwood shall mean Stephenson Harwood LLP, Stephenson Harwood AARPI, Stephenson Harwood Middle East LLP or any other partnership or other entity or practice authorised to use the name "Stephenson Harwood", depending on the recruiting entity and/or the location of the vacancy being applied for. More information about our international offices, and the legal entities practising in each country, is available at <https://www.shlegal.com/legal-notices>.
- 1.6 By continuing to use the Online Recruitment Portal you are deemed to have read and accepted the Terms of Use.

### 2 Terms of Use

- 2.1 These terms and conditions govern your agreement with us for your use of the job application service made available to you on the Online Recruitment Portal (the "**Services**").

- 2.2 Stephenson Harwood will be under no liability to you in respect of any damages (including direct, indirect or consequential loss, loss of profit, revenue or goodwill) which may be suffered or incurred by you or which may arise directly or indirectly in respect of the provision of the Services.
- 2.3 As a user of the Online Recruitment Portal, you warrant that you have not relied on any representation made by Stephenson Harwood which has not been expressly stated in the General Terms and Conditions or these Terms of Use, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by Stephenson Harwood.
- 2.4 In the event that you are provided with a User ID and/or password at any time by us, you are responsible for maintaining the confidentiality of that User ID and/or password and you agree that you are entirely responsible for any and all activities that occur under your account. You agree to notify Stephenson Harwood if your password is lost, stolen, disclosed to an unauthorised third party, or otherwise compromised. Stephenson Harwood accepts no liability whatsoever for the misuse of your passwords and log in codes.
- 2.5 Stephenson Harwood will not be liable for any damages (including direct, indirect or consequential loss, loss of profit, revenue or goodwill) in the event that there is any deficiency or inaccuracy in the Online Recruitment Portal or the Online Recruitment Portal is otherwise unavailable to you (by virtue of interruption, suspension or termination) for any reason including in the case of system failure, maintenance or repair or otherwise at our discretion.
- 2.6 Stephenson Harwood will not be liable for any damages (including direct, indirect or consequential loss, loss of profit, revenue or goodwill) caused by your failure to complete an application or in relation to the accuracy, sufficiency or otherwise of your application, or if a candidate is not given, or does not obtain a job with Stephenson Harwood for any reason whatsoever.
- 2.7 If you are a recruitment agency, any applications submitted via the Online Recruitment Portal shall be made in accordance with, and shall be without prejudice to, any terms and conditions agreed between you and Stephenson Harwood which shall, in the event of any inconsistency, take precedence over these Terms of Use.

### **3 Privacy Notice**

- 3.1 The privacy terms set out in the General Terms and Conditions together with this Privacy Notice outline how we collect, store, use, disclose and transfer information you provide to us via the Online Recruitment Portal and/or via any other means for the purpose of making a job application to Stephenson Harwood.
- 3.2 This information will include your personal data, which means information that can be used to identify you, which may include but not be limited to your contact information, such as your home address and contact details (including your mobile telephone number); your date of birth; your educational and professional qualifications, your right to work, visa status, employment status, employment history, career goals, current salary and benefits, job title; and

any other information about you that you disclose to us. Failure to provide information requested may affect our ability to assess your application and therefore the outcome of your application.

- 3.3 The personal data that we collect about you may also include special categories of personal data where permitted by local law, such as information about your racial or ethnic origin, criminal or alleged criminal offences or your health and lifestyle.
- 3.4 In considering your application (whether made via the Online Recruitment Portal or otherwise which for the avoidance of doubt shall include where we have made contact with you for recruitment purposes using information available on publicly available sources) we may also obtain information about you from third party sources, including from any referees that you specify, and educational institutions. We may also obtain information from publicly available sources, including, for example, information which is publicly available on professional network sites or similar sites for professional purposes. We may collate and hold such information in our own database outside of the Online Recruitment Portal. We may use such information to make initial contact with you for recruitment purposes. If we contact you in this way, you will be given the opportunity to opt out of receiving any further information about career opportunities with Stephenson Harwood and you can subsequently opt out at any time by contacting the relevant office as set out below:

Office	Contact Details
London	<a href="mailto:HR.recruitment@shlegal.com">HR.recruitment@shlegal.com</a>
Hong Kong	Ms Mannet Tse, Regional Head of Human Resources, Asia at <a href="mailto:Mannet.Tse@shlegal.com">Mannet.Tse@shlegal.com</a>
Shanghai	Ms Mannet Tse, Regional Head of Human Resources, Asia at <a href="mailto:Mannet.Tse@shlegal.com">Mannet.Tse@shlegal.com</a>
Paris	<a href="mailto:Paris-HR@shlegal.com">Paris-HR@shlegal.com</a>
Piraeus	<a href="mailto:hr.piraeusrecruitment@shlegal.com">hr.piraeusrecruitment@shlegal.com</a>
Seoul	<a href="mailto:HRSEOUL@shlegal.com">HRSEOUL@shlegal.com</a>
Singapore/Virtus	<a href="mailto:HR.SGrecruitment@shlegal.com">HR.SGrecruitment@shlegal.com</a>

- 3.5 If you give us information about other individuals, for example, referees, you must first make sure that the individual knows that you might disclose information about them (either specifically to us or, at least, to potential employers) and you have obtained all relevant consents from that individual to do so on their behalf.
- 3.6 Stephenson Harwood may, where permitted by local law, use the information (including any special categories of personal data you provide such as medical conditions or criminal record history) and opinions collected through the Online Recruitment Portal and the recruitment process (including but not

limited to setting up and conducting interviews and tests and evaluating and assessing the results):

- 3.6.1 to confirm your identity and carry out background checks in order to prevent fraud and other crimes;
  - 3.6.2 to consider any application that you make for any particular job with Stephenson Harwood;
  - 3.6.3 to consider your suitability for any particular job with Stephenson Harwood; and
  - 3.6.4 for statistical purposes.
- 3.7 Stephenson Harwood will be permitted to process your personal data in the ways we have described by relying on one or more of the following legal bases for processing your personal data:
  - 3.7.1 you have explicitly agreed to us processing your information for a specific reason or purpose;
  - 3.7.2 the processing is necessary to perform an agreement we already have with you or to take steps to enter into an agreement with you (e.g. a contract of employment);
  - 3.7.3 the processing is necessary for the purposes of a legitimate interest pursued by us, which might be to:
    - a) prevent fraud;
    - b) protect our business interests;
    - c) recruit personnel for our business;
    - d) discharge our legal obligations to store and disclose information where necessary; or
    - e) to evaluate, develop or improve our services; and/or
  - 3.7.4 the processing is otherwise permitted by and in accordance with applicable laws.
- 3.8 In each case as set out at 3.7.1 to 3.7.4, we will ensure that there are adequate safeguards in place to protect your personal data in compliance with our legal obligations.
- 3.9 If you are a recruitment agency, you must communicate all of the information in this Privacy Notice to the relevant applicant.
- 3.10 In order to consider any application that you make via the Online Recruitment Portal or otherwise, we may transfer your personal information to Stephenson Harwood offices in countries outside of the country where we collected your data, which may include countries not deemed by the relevant data protection authority to provide an adequate level of data protection for the purpose of compliance with the applicable data protection legislation. We may also transfer your personal data to third party service providers assisting us with the hosting of the Online Recruitment Portal or assisting us with certain background checks. You should be aware that certain territories may not have

adequate data protection laws and practices to protect your personal data. In all such cases where countries receiving your personal data are not deemed to provide an adequate level of data protection for the purpose of compliance with applicable data protection legislation, we will ensure that there are appropriate safeguards in place to protect your personal data in compliance with our legal obligations.

- 3.11 Except as indicated above, your details will be accessible only by our authorised personnel and will not be disclosed to any third party. The information we hold is not traded with any external bodies or organisations and is not used for direct marketing purposes.
- 3.12 If successful in the employment process, any information provided through the Online Recruitment Portal may form the basis of your personnel record with Stephenson Harwood and may be used for the purposes of administering your employment, benefits and training with the firm, ensuring your health and safety and to fulfil the firm's responsibilities as an employer. You will receive further information about such processing as applicable.
- 3.13 If your application for employment is unsuccessful then we may continue to hold information and opinions about you and your applications after any application process is complete. We may continue to hold such information in case we need to consult it in the future if you make another application or become a Stephenson Harwood employee, if a dispute arises about an application that you have made or in order to contact you if potentially suitable job opportunities become available in the future.
- 3.14 We will only keep the information we collect about you, through your use of the Online Recruitment Portal or otherwise, for as long as required for the purposes set out above or as required to comply with any legal obligations to which we are subject. We will regularly review our files to check that information is accurate, up-to-date and still required.
- 3.15 Stephenson Harwood will delete or securely anonymise information in accordance with any local law requirements and in any event after no more than 7 years of an employee leaving the firm or after 2 years of a candidate being unsuccessful in an application or after 2 years for data which has been obtained from publicly available sources, or sooner if we no longer need it, although we may continue to hold purely statistical information which does not identify you.
- 3.16 Stephenson Harwood has appropriate security measures in place to prevent your personal data from being unlawfully or accidentally accessed, processed, erased, lost or used.
- 3.17 You should note that you have the right to request access to and rectification or erasure of your personal data, restrict processing of your personal data or object to processing of your personal data in compliance with applicable data protection legislation. To access or correct any inaccuracies in your personal details you may do so via your account on the Online Recruitment Portal through which you submitted your application or by contacting the relevant office as set out in clause 3.4. You have a right not to be discriminated against

as a result of exercising your rights under this paragraph 3.17.

- 3.18 Where you have consented to our processing of your personal data (including special categories of personal data) you may withdraw your consent at any time, by contacting the relevant office as set out in clause 3.4 to request that we stop using your personal data. Please note that in certain circumstances it may still be lawful for us to continue processing your personal data even where you have withdrawn your consent if such processing is required and is in accordance with one of the other legal bases described above.
- 3.19 If at any stage you would like to cancel your Online Recruitment Portal account with us, or you wish to withdraw an application or remove your CV and/or details from the Online Recruitment Portal, or if you wish to raise a complaint about how we are using your personal data or you do not wish us to contact you in relation to future employment opportunities, please let us know by sending an email to the relevant office as set out in clause 3.4.
- 3.20 If you have any concerns about our use of your information, you also have the right to make a complaint to the relevant data protection authority which oversees the use of personal data in the applicable region, details of which are set out in the table below. Please note that if there is no data protection authority listed below for the relevant office or location of the role you are applying for, please direct all complaints or concerns about use of your information to the relevant office contact as set out in clause 3.4.

Office	Data Protection Authority	Contact Details
London	Information Commissioner's Office	0303 123 1113
Dubai International Financial Centre	Commissioner of Data Protection (as appointed by the President of the DIFC)	+971 4 362 2222 commissioner@dp.difc.ae
Paris	CNIL	01 53 73 22 22 <a href="https://www.cnil.fr/fr/plaintes">https://www.cnil.fr/fr/plaintes</a>
Piraeus	Hellenic Data Protection Authority	+30 2106475600 <a href="mailto:complaints@dpa.gr">complaints@dpa.gr</a>  For more information: <a href="https://www.dpa.gr/portal/page?_pageid=33,43321&amp;_dad=portal&amp;_schema=P-ORTAL">https://www.dpa.gr/portal/page?_pageid=33,43321&amp;_dad=portal&amp;_schema=P-ORTAL</a>
Hong Kong	Office of the Privacy Commissioner for Personal Data, Hong Kong (PCPD)	<a href="mailto:complaints@pcpd.org.hk">complaints@pcpd.org.hk</a>  For more information on filing a complaint: <a href="https://www.pcpd.org.hk/english/compl">https://www.pcpd.org.hk/english/compl</a>

Office	Data Protection Authority	Contact Details
		aints/how_complaint/complaint/complaint.html
Singapore/Virtus	Personal Data Protection Commission (Singapore)	Online portal: <a href="https://www.pdpc.gov.sg/complaints-and-reviews/report-a-personal-data-protection-concern/personal-data-protection-complaint">https://www.pdpc.gov.sg/complaints-and-reviews/report-a-personal-data-protection-concern/personal-data-protection-complaint</a>
Seoul	Personal Information Protection Commission	Online portal: <a href="https://www.pipc.go.kr/eng/index.do">https://www.pipc.go.kr/eng/index.do</a>