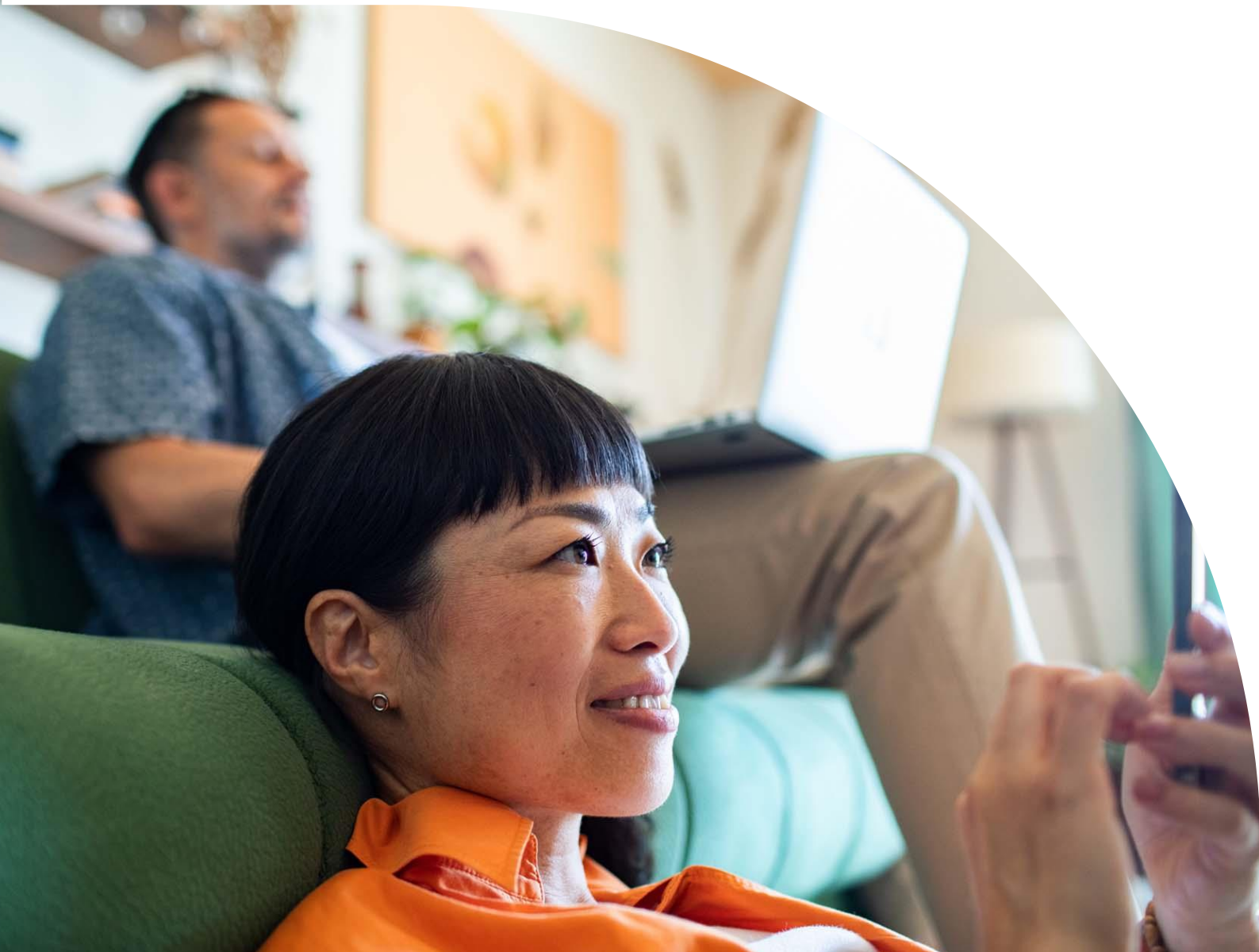




# TP Group Binding Corporate Rules for Processors (BCR-P)

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](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](mailto: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
<b>Clients' customers</b>	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).
<b>Visa applicants</b>	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: <b>Clients' customer, patient, business partner, or public service user Personal Data.</b>	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).
<b>Customers and individuals participating in surveys, as TP Companies may provide outsourced customer survey services.</b>	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](mailto: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
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