

# MUVIQ

## Global Data Protection Policy

v1.0

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**Table of Contents**

1. Purpose .....3

2. Scope .....3

3. Applicability .....3

4. Definitions .....3

5. AICPA’s Generally Accepted Privacy Principles (GAPP).....5

6. Policy.....6

7. Policy Compliance .....9

## Purpose

Although Data Protection Laws vary by jurisdiction, all MUVIQ Workforce Members should be aware that laws exist to protect the privacy and security of Personal Data, including Sensitive Data, and these laws impact the manner in which MUVIQ and its Workforce Members use, access, disclose, or otherwise Process such information.

This Global Data Protection Policy sets forth the principles that apply to the Processing of Personal Data by MUVIQ and describes how MUVIQ adheres to these principles.

## 1. Scope

This Policy is applicable to all Personal Data Processed by MUVIQ as a Data Controller and/or Data Processor, including relating to its Workforce Members, Clients, Suppliers, visitors, Vendors, and other relevant parties. This includes data that is controlled, processed, transferred, imported, or exported by or to MUVIQ on any system, portable device, or storage media on or off MUVIQ's premises.

## 2. Applicability

All MUVIQ Workforce Members shall abide by the requirements of this policy.

## 3. Definitions

- Client - A current, prior or prospective client of MUVIQ, and any other party upon whose behalf MUVIQ acts at the direction of such client.
- Data Controller - The natural or legal person, public authority, agency or other body which, alone or jointly with others, determine the purpose and means of the processing of personal data.
- Data Exporter - The data controller who transfers the personal data to other countries.
- Data Process(ing) - Any operation or set of operations which is performed on personal data or on sets of personal data, whether by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- Data Processor - Any natural or legal person, public authority, agency, or other body who processes personal data on behalf of the data controller.
- Data Protection Laws - To the extent applicable to MUVIQ, the laws, rules and regulations regarding privacy and data protection or otherwise governing the Processing of Personal Data (including EU Data Protection Laws).
- Data Subject - The individual to whom the Personal Data relates.

- **Personal Data** - Any information relating to an identified or identifiable natural person; it includes information in any format or media, regardless of whether the information is encrypted. A person may be directly identifiable via their name, address, employee ID, claim number, email address, phone number or government identifier, for example. A person may be indirectly identifiable through linking or combining additional information that may or may not be in MUVIQ's custody or control with information in MUVIQ's custody or control, such as an IP address, MAC address, device identifier, biometric identifier, or other unique identifier, geolocation information, genetic information or DNA, for example.
- **Portable Storage Media** - A data storage device that utilizes flash memory to store information or data. This may include USB drives, flash drives, thumb drives or other removable drives capable connection to MUVIQ's networks.
- **Privacy Incident** - Any event that has resulted in (or could result in) unauthorized use or disclosure of personal data where persons other than authorized users have access (or potential access) to personal data or use it for an unauthorized purpose.
- **Restricted Transfer** - A transfer of Personal Data by or on behalf of, among, or to MUVIQ across national borders that is prohibited by applicable Data Protection Laws or Client agreements, in the absence of the Standard Contractual Clauses.
- **Sensitive Data** - Any Personal Data that is considered sensitive or otherwise subject to heightened regulatory standards under Data Protection Laws (including "special categories of Personal Data" under EU Data Protection Laws), and Personal Data that, if accessed or disclosed without authorization, could lead to identity theft or material financial, physical or reputational harm, as well as including: race or ethnicity; religious or philosophical beliefs; trade union membership; political affiliation; sexual orientation or private life; health information, medical treatment; disability information; Protected Health Information; mental health; genetics; biometrics; credit card or financial account number; Payment Card Data; Social Security number or government identifiers; credit report or background checks; and criminal history or proceedings.
- **Standard Contractual Clauses** - As it relates to: (a) Personal Data that is subject to EU Data Protection Laws, the EU standard contractual clauses for the transfer of Personal Data to Processors located in third countries, or any successor thereto or alternative data transfer mechanism, recognized by the European Commission pursuant to the GDPR (Articles 4446); and/or (b) Personal Data that is subject to Data Protection Laws other than EU Data Protection Laws, any other national equivalent established to ensure adequate protection for cross-border transfers of Personal Data.
- **Supplier** - An enterprise that provides goods or services to MUVIQ in any form, including, without limitation, any service providers and third party personnel working on or from MUVIQ's premises.

- Vendor - A third party Data Processor (including any applicable Sub-processors) that provides goods or services to a MUVIQ entity or to another entity or person on behalf of a MUVIQ entity.
- Website Privacy Policy - A document published on MUVIQ's website for people accessing the sites to explain how MUVIQ handles any client's or associate's information gathered during its operations including handling of cookies.
- Workforce Member - At a minimum, any employees, contractors, third-party associates, consultants, part-time and temporary workers, interns, volunteers, service providers, and those employed by others to perform work on MUVIQ's premises, at hosted or outsourced sites, or who have been granted access to MUVIQ's systems.

#### 4. AICPA's Generally Accepted Privacy Principles (GAPP)

- I. **Management** – MUVIQ defines, documents, communicates, and assigns accountability for its privacy policies and procedures.
- II. **Notice** – MUVIQ provides notice about its privacy policies and procedures and identifies the purposes for which personal information is collected, used, retained, and disclosed.
- III. **Choice and consent** – MUVIQ describe the choices available to the individual and obtains implicit or explicit consent with respect to the collection, use, and disclosure of personal information.
- IV. **Collection** – MUVIQ collects personal information only for the purposes identified in the notice.
- V. **Use, retention, and disposal** – MUVIQ limits the use of personal information to the purposes identified in the notice and for which the individual has provided implicit or explicit consent. MUVIQ retains personal information for only as long as necessary to fulfil the stated purposes or as required by law or regulations and thereafter appropriately disposes of such information.
- VI. **Access** – MUVIQ provides individuals with access to their personal information for review and update.
- VII. **Disclosure to third parties** – MUVIQ discloses personal information to third parties only for the purposes identified in the notice and with the implicit or explicit consent of the individual.
- VIII. **Security for privacy** – MUVIQ protects personal information against unauthorized access (both physical and logical).

- IX. **Quality** – MUVIQ maintains accurate, complete, and relevant personal information for the purposes identified in the notice.
- X. **Monitoring and enforcement** – MUVIQ monitors compliance with its privacy policies and procedures and has procedures to address privacy related complaints and disputes. This does not exclude the involvement of 3<sup>rd</sup> parties, which are again bound to MUVIQ's data privacy and protection standards.

## 5. Policy

### **Management**

- The Global IT Director, or an appointed designee, has the authority and discretion to develop standards and procedures to implement this Policy, including, but not limited to regional or Department-specific procedures as required, provided such procedures do not contravene this Policy.
- All Workforce Members who Process Personal Data in the course of their employment are responsible for ensuring compliance with this Policy and Data Protection Laws.
- In case of any data Privacy Incident, the incident must be immediately reported to the incident management system

### **Notice**

- Personal Data that is subject to various Data Protection Laws may only be Processed pursuant to specific lawful basis under the law. Where MUVIQ is the Data Controller, it is responsible for ensuring that the Processing is conducted pursuant to one or more specific legal bases (e.g., consent, necessary to perform contract with individual, legitimate business purpose, required by law, necessary to defend rights) and that the legal basis has been disclosed to Data Subjects in the relevant privacy notice.
- MUVIQ will notify Data Subjects of the Personal Data that it Processes about them as required by Data Protection Law. For Clients, Vendors and other relevant third parties, a privacy notice should be provided or made available in a retrievable and an easily accessible manner, where practicable at the point of the collection of Personal Data or as soon thereafter as is reasonable.

### **Choice and Consent**

- MUVIQ provided privacy notices describe the choices available to the individual to obtain explicit consent with respect to the collection, use, and disclosure of personal information.
- Whenever Personal Data Processing is based on the Data Subject's explicit consent, a record of such consent will be made and maintained by MUVIQ's HR department.

## **Collection**

- Personal Data will be collected only where reasonable and necessary for the stated purposes for which it is being Processed, and will be adequate, relevant, and limited to what is necessary in relation to those purposes.
- MUVIQ's Global IT Director or its designee shall maintain and provide instructions and Personal Data Processing requests and approval from business units. Workforce Members who Process Personal Data of Workforce Members, Vendors, Clients, Suppliers, or other relevant third parties shall be informed and comply with all the statutory requirements such as contractual arrangements, privacy notices, and consent requirements.
- Sensitive Data is a category of personal data that is especially protected by privacy laws such as the GDPR and thus extra protection measures are required. Workforce Members must be knowledgeable of considerations for processing Sensitive Data and must ensure special care when processing to ensure compliance with data protection principles within this Policy.

## **Use, Retention, and Disposal**

- Personal Data collected shall not be retained for a period longer than required for its lawful use or otherwise required by any other law or contractual requirements for the time being in force.

## **Cross Border Transfer**

- Applicable Data Protection Laws may require MUVIQ to take steps to protect Personal Data before it transfers the Personal Data out of the country from which it is collected. MUVIQ Workforce Members must take steps to ensure that cross-border transfers of Personal Data are subject to adequate safeguards. Personal Data that is transferred cross-border must be Processed by or on behalf of MUVIQ in accordance with applicable Data Protection Laws, and Client commitments.
- In order to properly Process such Personal Data, MUVIQ has adopted various measures, to ensure that Personal Data is adequately protected when transferred outside the jurisdiction from which it was collected. Adequate safeguards must be used, including the execution of the Standard Contractual Clauses where relevant.

## **Access**

- Data Subjects have specific rights related to their Personal Data and how it is Processed. Data Subjects shall be provided with a reasonable mechanism to enable them to access their Personal Data, to exercise any other applicable rights, such as the right to update, rectify, erase or transmit in portable form their Personal Data, if appropriate or required by law and to inquire or submit a complaint related to the Processing of their Personal Data.
- The Data Subject rights will be provided via MUVIQ's local HR representative.

## **Disclosure to Third Parties**

- MUVIQ shall disclose Personal Data to third parties only for the purposes identified in the notice and with the implicit or explicit consent of the individual.

## **Security for Privacy**

- MUVIQ shall use reasonable administrative, technical, and physical security measures to protect Personal Data from unauthorized access, use, or disclosure and to maintain its accuracy and integrity.
- Personal Data access shall only be granted to Workforce Members for the period required for performance of duties for the business operation of MUVIQ. Where possible, the system shall control rights (read, write, execute) and mask data elements not required for the Workforce Member's role.
- Personal Data shall be stored only on MUVIQ owned, leased, or loaned devices such as desktops, laptops, and storage media which are encrypted.
  - Use of portable storage media for Personal Data will only be allowed on an exception basis for valid business requirement after approval by both business unit head and MUVIQ's Global IT Director or its designee.
  - When approved portable storage media is used for Personal Data, it shall not be used for copying Personal Data unless there is no other alternative available. In such case, specific information must be given to MUVIQ's Global IT Director or its designee and such portable storage media must be submitted to MUVIQ's Global IT Director or its designee first, which must be duly encrypted.
  - Portable storage media containing Personal Data must be kept in a highly secure manner, accessible to only limited and defined senior associates of MUVIQ, and with the location of such media documented, which shall not be varied unless approved by MUVIQ's Global IT Director or its designee. ○ After ensuring that Personal Data has been copied on other MUVIQ owned or leased devices, Personal Data on such media shall be immediately removed upon completion of the stated purpose.
- Personal Data shall be stored in designated and approved applications, databases, and files folders. Storage locations with Personal Data shall be kept in an approved and secured data centre. No Personal Data shall be stored, copied, transferred, deleted, or migrated unless required for valid business purpose and authorized by the respective Business Unit head and MUVIQ's Global IT Director or its designee.

## **Quality**

- Reasonable steps shall be taken to ensure the accuracy of Personal Data obtained.



- Inaccurate Personal Data, considering the purposes of its Processing, will be erased or rectified.

### ***Monitoring and Enforcement***

- Compliance with this Global Data Protection Policy is verified by various means, including reports from available business tools, internal and external audits, self-assessment, and/or feedback to the policy owner(s). MUVIQ will monitor its compliance with this Policy on an ongoing basis. MUVIQ will periodically verify that this Policy continues to conform to the applicable Personal Data Protection and Privacy Laws and is being complied with.
- Privacy related trainings will be imparted to the workforce members at least on an annual basis.

## **6. Policy Compliance**

Procedural exceptions to this Policy must be approved by MUVIQ. All exceptions must be documented, with the reason for the exception, expiration or review date for the exception and, where necessary, an action plan and timetable for compliance with this Policy. Notice of exceptions granted along with documentation of approval must be circulated by the MUVIQ Global IT Director or its designee, who will maintain a record of all exceptions

Any Workforce Member found to have committed a violation or attempted to commit a violation against this policy may be subject to disciplinary action, up to and including termination of employment (in accordance with local laws), and related penalties.