
DATA PROTECTION POLICY

**PROCESSING OF THE PERSONAL DATA OF
TEMPORARY AND/OR SEASONAL WORKERS**

Altitude 500 SA Chaussée de Martelange, 8 6840 Neufchateau

hereinafter referred to as the "Company", attaches great importance to the secure, transparent and confidential collection and processing of the personal data of its Temporary Workers, employees and temps.

In presenting this data protection policy, the Company aims to inform its temporary workers about the collection and processing of personal data.

This data protection policy applies to every temporary worker (hereinafter referred to as the "Temporary Worker") used by the Company.

1. DATA CONTROLLER

The Company is the data controller of the Temporary Worker's personal data.

The Company declares that, as data controller, it strictly complies with . Belgian data protection legislation and the General Data Protection Regulation of 27 April 2016.

As data controller, the Company will always ensure the fair, proportionate and lawful processing of all personal data for the purposes set out in this policy.

2. PERSONAL DATA

The Company collects and processes, whether or not by electronic or automated means, inter alia, the following categories of personal data:

- data concerning the identity of the Temporary Worker (national register number, first name, surname, address, etc.);
- personal data (date and place of birth, telephone number, e-mail address, nationality, gender, language, hobbies, etc.);
- data relating to recruitment (curriculum vitae, covering letter, notes taken during the job interview, professional experience, application tests, training, skills profile, etc.);
- data relating to the performance of the employment contract (absences and attendance, performance evaluation, training, working hours, etc.);
- name and contact details of a person to be contacted in an emergency;
- data concerning access badges (e.g. arrival and departure times);
- photos and videos (e.g. following a company outing); images de vidéosurveillance ;

- données concernant l'utilisation de la messagerie électronique, de l'Internet et des lignes téléphoniques fixes ;

3. **SPECIFIC USES OF PERSONAL DATA**

The Temporary Worker gives his express consent to the Employer to process personal data concerning his trade union membership, as well as concerning his health insofar as necessary for the purposes mentioned below.

The Temporary Worker explicitly acknowledges that the processing of the aforementioned specific personal data may be necessary, inter alia, for the purposes of fulfilling the obligations and exercising the rights of the Employer (such as welfare at work) or of the Worker himself, in terms of employment law, social security (such as the management of fringe benefits, obligations concerning welfare at work, accidents at work, etc.), as well as in the context of the vital interests of the Worker or for the purposes of preventive medicine or occupational medicine.

The purposes of the processing and the legal basis

The table below gives an overview of the data that may be processed by the Company, together with the purposes for which it is used and the legal basis for such processing.

Personal data	Purposes of processing	Legal basis
Identity and personal data	Implementing the personnel policy, drawing up work schedules, drawing up/managing working hours, managing access controls, updating services for invoicing purposes, managing the telephone/GSM/laptop, etc,	Contract performance
Recruitment data	Go through the application/recruitment process and offer a suitable job	Legitimate interest
Performance data	Drawing up personnel policy, appraisals/career development, organising training courses	Contract performance Legitimate interest
Emergency contact details	The need to contact someone in case the temporary worker is in an emergency situation	Vital interests of the temporary worker
Badge and photo data	Access to buildings, identification of temporary workers	Contract performance Photo: Interim consent
Data relating to e-mail, the Internet and fixed telephone lines	Management: compliance with internal agreements/policies (IT), monitoring suppliers, preventing illicit business, controlling good conduct, protecting the Company's interests, ensuring IT systems function properly.	Contract performance Legitimate interest
Photos and videos	Developing internal and external communications (e.g. social media)	Interim Consent
Video surveillance images	Organisation and control of safety at work and on the car park, health and safety, protection of the temporary worker's property, control of the production process, control of the temporary worker's work.	Legitimate interest
Professional qualifications and CV	As part of public procurement contracts and accreditation applications.	Legal obligation Performance of contract
Health data	Necessary with regard to incapacity for work, well-being at work, obligations concerning accidents at work, etc. Legal basis art. 9 RGDP: rights and obligations under employment law, social security law and social welfare law: the vital interests of the temporary employee; the purposes of preventive medicine or occupational medicine, the important public interest and, in the alternative, the consent of the temporary employee.	
Company car	Data relating to the provision and use of company vehicles and fuel cards	Performance of the contract
GSM	Data relating to the provision and use of mobile phones and telephone cards	Performance of the contract
Track & trace data	Optimisation of operational functioning (routes), theft prevention, electronic attendance recording, estimation of cost items (accounting and business management)	Legitimate interest

6. **DURATION OF TREATMENT**

The Temporary Worker's personal data will, in all cases, be removed from the Company's systems after a period of five years following termination of the contract of use, except in the case of personal data that the Company is required to keep for a longer period on the basis of specific legislation or in the event of ongoing litigation for which the personal data is necessary.

7. **RIGHTS OF TEMPORARY WORKERS**

In accordance with and under the conditions of Belgian data protection legislation and the provisions of the General Data Protection Regulation, all Temporary Workers will have the following rights:

- Right of access: the Temporary Worker has the right to be informed, free of charge, of the data that the Company holds on him/her and to check the purposes for which it is used.
- Right of rectification: the Temporary Worker has the right to obtain rectification (correction) of erroneous personal data concerning him/her, as well as the right to complete incomplete personal data.
- Right to be forgotten or to limit data: the Temporary Worker has the right to ask the Company to delete personal data concerning him or her and to limit the processing of such data in the circumstances and under the conditions stipulated in the General Data Protection Regulation. The Company may refuse to erase or restrict data that is necessary for the Company to process salaries, fulfil a legal obligation, carry out the employment contract or for the Company's legitimate interest, provided that such data is necessary for the purposes for which it was collected.
- Right to data portability: the Temporary Worker has the right to receive the personal data concerning them that they have provided to the Company, in a structured, commonly used and machine-readable format. The Temporary Worker has the right to transmit this data to another data controller.
- Right to object: the Temporary Worker has the right to object to the processing of his/her personal data for serious and legitimate reasons. The Temporary Worker acknowledges and accepts that he/she may not object to the processing of personal data necessary for the Company to process salaries, fulfil a legal obligation, carry out the employment contract or in the legitimate interest of the Company, provided that such data is necessary for the purposes for which it was collected.
- Right to withdraw consent: If the processing of personal data is based on prior consent, the Temporary Worker has the right to withdraw such consent. This personal data will then only be processed if the Company has another legal basis.

- Automatic decisions and profiling: the Company confirms that the processing of personal data does not include profiling and that the Temporary Worker will not be subject to fully automated decisions.

The Temporary Worker may exercise the aforementioned rights by contacting the Company's personnel department.

The Company shall do its utmost to ensure that the Company's personal data are processed meticulously and legitimately, in accordance with the applicable regulations. If, however, the Temporary Employee feels that his/her rights have not been respected and that his/her concerns are not being listened to within our Company, he/she is free to lodge a complaint with :

Data Protection Authority
Rue de la Presse 35, 1000 Bruxelles
Tel. 02 274 48 00
Fax. 02 274 48 35
Email: commission@privacycommission.be

The Temporary Worker may also take legal action if he believes that he has suffered damage as a result of the Company's processing of his personal data.

8. TRANSFER OF DATA TO THIRD PARTIES

Certain personal data of Temporary Workers collected by the Company will be transferred to and may be processed by third parties. This concerns the following personal data:

- the data of the Temporary Worker that is required in the context of a subscription to an insurance company (e.g. work accident insurance, health insurance company, agent);
- the Temporary Worker's surname, first name, e-mail address, internet usage, IP address, etc. may be transmitted to and processed by the IT service provider and the access provider for the purposes of managing the Temporary Worker's account.
- personal data relating to the performance of the supply contract may be transferred to companies linked to the Company or to software service providers for the implementation of personnel policy.

One or more of the third parties may be located outside the European Economic Area ("EEA"). However, personal data will only be transferred to third countries with an adequate level of protection.

The employees, managers and/or representatives of the aforementioned service providers or institutions, as well as the specialised service providers appointed by them, are required to respect the confidential nature of the Temporary Worker's personal data and may only use such data for the purposes for which it was provided.

If necessary, personal data may be transferred to other third parties. This may occur in the event of a partial or complete reorganisation of the Company's activities, if its activities are transferred or if it is declared bankrupt. It is also possible that personal data will have to be transferred because of an injunction or in order to fulfil a particular legal obligation. In such a case, the Company will use its best endeavours to inform the Interim User in advance of any such transfer to other third parties. The Interim Party acknowledges and understands, however, that in certain circumstances this may not always be technically or commercially feasible, or that legal limitations may apply.

Under no circumstances will the Company sell the Temporary Worker's personal data, nor will it make such data available to direct marketing agencies or similar service providers, unless the Temporary Worker has given his or her prior consent.

9. **TECHNICAL AND ORGANISATIONAL MEASURES**

The Company will take the necessary technical and organisational measures to process data with an adequate level of security and to protect personal data against any destruction, loss, falsification, unauthorised access or notification to third parties by mistake, as well as any unauthorised processing of such data.

10. **OBLIGATION OF CONFIDENTIALITY**

Personal data, more specifically of the Company's customers and staff, are considered to be business secrets and are protected on the one hand under the General Data Protection Regulation of 27 April 2016 and on the other hand under the confidentiality clause of the secondment contract.

The Temporary Worker undertakes to maintain the confidentiality of the personal data of which he/she becomes aware in the course of the performance of his/her employment contract and not to disclose such data to third parties.

The Temporary Worker shall take all measures and adopt all attitudes in order to comply with this clause and with the provisions of Belgian and European legislation on the protection of personal data.

Under no circumstances may the Temporary Worker, during his assignment with the Company, outside the Company or after the end of the assignment, make known to third parties any information or data of any kind to which he may have had access through the performance of his services for the Company.

The Temporary Worker acknowledges that failure to comply with this confidentiality obligation may be interpreted as a serious breach and is an essential condition of the relationship of trust that binds him to the Company.

11. **CONSENT**

The Temporary Worker declares that he/she has read the content of this data protection policy.

The Temporary Worker declares that he/she accepts its content and the processing of his/her personal data in accordance with the provisions of this data protection policy.