

In compliance with the Federal Law on the Protection of Personal Data in Possession of Private Persons (hereinafter “**The Law**”) and with the purpose of ensuring the protection and privacy of personal and/or sensitive data, and to regulate rights of ARCO (Access, Rectification, Cancellation and Opposition of the handling of personal and/or sensitive data), of individuals applying for job vacancies (hereinafter “**The Holder**”), based on Articles 1 and 2 of the above mentioned Law, KEY SEARCH, S. A. de C. V. (hereinafter “**Key Search**”) establishes the following:

## PRIVACY POLICY

### 1. Identification of the Responsible Party:

Key Search, located at Dakota 204, office number 301, Colonia Nápoles, Alcaldía Benito Juárez, C.P. 03810 Mexico City, with website [www.keysearch.com.mx](http://www.keysearch.com.mx), is responsible for obtaining the personal and sensitive data of The Holder, and for the use and protection thereof.

### 2. Purposes:

Personal and sensitive information shall be obtained by Key Search from any source permitted by law, whether these be sources of public access or directly provided by The Holder verbally, in writing or by analog, digital or optic media, or any other technology, known or otherwise, or through the filling out of specific forms in which The Holder applies for a job vacancy. This information shall be used solely and exclusively in accordance with the following purposes:

- I. Creating a database so that The Holder may be put forward as an applicant to fill any job vacancy, to continue the applicant selection and evaluation, profile analysis, recruitment or contracting procedures, if appropriate, for a job vacancy as requested by Key Search's clients.
- II. Developing a more efficient and appropriate search of the requirements of Key Search's clients in regards to the profile of The Holder.
- III. Evaluating whether the The Holder is qualified to hold the position required by Key Search's clients, to get in touch with The Holder and promote him/her to the client.
- IV. Conducting statistical reports, research and profile analysis.
- V. Generating frameworks that enable a detailed study of applicants to be compiled.
- VI. Sharing The Holder's Personal Data with third parties as required by the services that Key Search provides to its clients, so that they may verify, analyze and select the applicant put forward to be hired to the required vacancy
- VII. Promoting The Holder's data in the different exchange groups that Key Search participates in with its clients.
- VIII. Requesting and providing references to and from third parties, such as the immediate superiors and human resources departments of The Holder's previous jobs, as well as clients, etc.
- IX. Sending The Holder's personal data to Key Search's clients and agents so that they may act on behalf of Key Search to make him/her a job offer.
- X. Offering a range of services to The Holder as the applicant and to clients, as well as carrying out market research, and generally conducting all publicity deriving from the services Key Search offers.

### 3. Personal Data:

For the purposes mentioned above, Key Search requires at least the following personal details from The Holder: Name, address, telephone number (home and/or cell), place and date of birth, marital status, e-mail address, sex, nationality, official I.D., photograph, RFC (tax code), CURP (population reg. no.), country of residency and official documents certifying legality of stay in the country if foreign, education (level of studies, degree, institution or university where studied, and proof of studies), language skills, professional career (skills, experience, background, references, positions, work areas, periods worked, etc.), IT skills, contact details, information of monthly and annual income and compensation packages, hobbies, sports and cultural activities, name and relationship of financial dependents if appropriate, names and ages of spouse and children.

### 4. Sensitive Personal Data:

In addition, Key Search may at any moment request details from The Holder that are or may be of a sensitive nature. The term "Sensitive Data" shall have the meaning outlined in article 3 of the Law.

### 5. Consent:

The Holder hereby authorizes Key Search to use his/her Personal and/or Sensitive Data for the purposes mentioned above, via any analog or digital means known or otherwise.

Key Search informs The Holder that, in accordance with the provisions of articles 8 and 9 of the Law, it shall require his/her consent for the handling of financial or proprietary data, as well as personal and sensitive data. The Holder thus grants Key Search his/her express and tacit consent for such purposes if he/she does not state his/her opposition in writing, in accordance with the provisions of this Privacy Policy.

### 6. Principles:

Key Search observes and monitors the principles of legality, finality, proportionality, confidentiality, consent, information, quality, loyalty and responsibility stated in the Law for the protection of The Holder's personal and/or sensitive information.

### 7. Handling:

Key Search shall keep The Holder's personal data strictly confidential, only using it for the purposes stated in paragraph two of this document and taking care that the handling thereof is necessary, suitable and relevant for the purposes provided for in the Privacy Policy and that they are at the same time appropriate, correct and up to date for the purposes for which they were obtained.

Key Search shall adopt physical, technical and administrative means which are sufficient and necessary to make sure that The Holder's personal and/or sensitive data is kept confidential both by itself and third parties with whom it holds a contractual relationship to provide the agreed services and in accordance with the purposes provided for in this document.

Key Search shall safeguard information indefinitely, unless any tax, administrative or labor authority uses other timescales and rules to safeguard information in accordance with the laws relating to each field or unless any request described in paragraph eight of this Privacy Policy is filed.

## 8. Rights of ARCO:

The Holder has the right to Access, Rectify, Cancel or Oppose the handling of his/her personal data and to limit the use and disclosure thereof or revoke his/her consent, which have been granted for this purpose, using the procedures put in place by Key Search. For more information on requests, procedures, requirements and timescales, please ask the Personal Data Department by WhatsApp 52-442-114-4645 or by e-mail: [datospersonales@keysearch.com.mx](mailto:datospersonales@keysearch.com.mx) from Monday to Friday between 3:00 pm and 6:00 pm.

Requests made by The Holder, whether made in writing or electronically, to exercise any of the rights of ARCO must comply with the requirements considered in article 29 of the Law, which are detailed below:

- I. The name of The Holder and address or other means of a response being sent to his/her request;
- II. Documents proving The Holder's identity or The Holder's legal representative, if appropriate;
- III. Clear and precise description of the personal data for which The Holder requires to exercise the above mentioned rights, and
- IV. Any other element or document that aids the locating of personal data.

Key Search shall inform The Holder of its decision in relation to the exercise of any of the rights of ARCO within 20 days of the date on which the request was received, provided that express notification is given to The Holder of the request being received by Key Search. The response shall be made in the same way that the request was sent.

Based on Article 34 of the Law, Key Search may negate The Holder access to rights of ARCO in the following cases:

- I. When the requesting party is not the holder of the personal data, or the legal representative is not duly accredited;
- II. When the personal data of the requesting party cannot be found in the database; III. When the rights of a third party would be injured;
- IV. When there is a legal impediment or a resolution from a competent authority which restricts access to personal data, or does not allow the rectification, cancellation or opposition thereof, and
- V. When rectification, cancellation or opposition has previously been made.

## 9. Transfer:

Key Search informs The Holder that his/her personal data may be passed to other domestic or foreign individuals or corporations. This information may therefore be shared with some of Key Search's clients, only for the purposes described in paragraph two of this Privacy Policy.

## 10. Information Protection:

Although the information provided by The Holder is protected by Key Search by means of a number of safety mechanisms within its powers, Key Search does not guarantee that there will be no interruptions or errors in access to the website or database and the content thereof or that these will be permanently up to date with no inaccuracies or vagueness. Provided that it does not prove impossible or difficult to conduct, Key Search shall carry out all works to correct any errors, disconnections or failures of content update as soon as it is made aware of them.

Key Search informs The Holder that it does not use “cookies” or “web beacons” to obtain information through its website.

## 11. Modifications to the Privacy Policy:

Key Search reserves the right to make modifications or upgrades to this Privacy Policy at any time to attend to changes in legislation, internal policies or new requirements for service provision.

Any modification made by Key Search to this Privacy Policy may be directly consulted by The Holder with the Data Protection Department (please see the contact details given in paragraph eight above), on the website or, if requested, an e-mail will be sent to the last address provided to Key Search by The Holder.

If The Holder does not state his/her opposition in writing to Key Search under the terms of section 8 of this document, and once he/she has been informed of this Privacy Policy, The Holder shall grant Key Search his/her tacit consent for the use of his/her personal and/or sensitive data for the purposes and under the terms and conditions set out herein, without error, fraud or bad faith, releasing **Key Search** from any liability, claim or complaint before any competent authority.