

## Personal Data Processing Consent

VYSE Gelatin, LLC and Nitta Gelatin NA, Inc. (collectively, the Company) use vendor-provided hardware and software for the purpose of timekeeping and payroll. Your personal data may be collected and stored using this hardware and software, and the Company may share your personal data with vendors in order to facilitate these functions. Your personal data will be permanently deleted from systems used by the Company and/or any other hardware and software vendor within a reasonable time after your employment with the Company ends, not to exceed three years from your separation date. For purposes of the Personal Data Processing Policy, “personal data” means information relating to the physical characteristics of an identified or identifiable individual, including still and video images, scans, or representations, data derived from those images, or data that may constitute biometric identifiers.

By signing this consent, you acknowledge that you have received a copy of the Personal Data Processing Policy and that you have read and understood the policy. By signing this Personal Data Processing Consent, you voluntarily consent to the collection, storage, and use of personal data by the Company and/or any other hardware or software vendor that collects, stores, or uses your personal data.

**In exchange for the mutual promises contained in this Agreement, you agree that any dispute, controversy, or claim arising out of or related in any way to the Company’s use of timekeeping hardware or software brought by either you or the Company shall be submitted to and decided by final binding arbitration, to be held in Cook County, Illinois, before a single arbitrator and administered by the American Arbitration Association in accordance with the American Arbitration Association’s Employment Rules applicable at the time the arbitration is commenced. The Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to this mandatory arbitration clause. The substantive law, procedural law, and statute of limitations not otherwise addressed under the arbitration rules shall be determined by the laws of the State of Illinois, without regard to the conflicts of law rules of such state. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to determine and resolve any dispute relating to the interpretation, applicability, enforcement, and proceedings pursuant to this arbitration clause, including but not limited to the arbitrability of any dispute under this arbitration clause. Except as otherwise required under applicable law, you agree that neither you nor the Company may participate in a class or representative action, be it class litigation or class arbitration, as a class member related to any claim brought and related to the Company’s use of timekeeping hardware or software, that you will not assert class action or representative action, be it class litigation or class arbitration, claims related thereto, and that any claims brought by you will not be joined, consolidated, or heard together with claims of any other current and/or former Company employee.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Personal Data Processing Policy**

### **Purpose of Collection of Personal Data**

VYSE Gelatin, LLC and Nitta Gelatin NA, Inc. (collectively, the Company) use vendor-provided hardware and software for the purpose of timekeeping and payroll, which enables the Company to accurately record your work time and process your compensation. Your personal data may be collected and stored using this hardware and software, and the Company may share your personal data with vendors in order to facilitate these functions. For purposes of this policy, “personal data” means information relating to the physical characteristics of an identified or identifiable individual, including still and video images, scans, or representations, data derived from those images, or data that may constitute biometric identifiers.

### **Policy**

Our policy is to protect and store personal data in accordance with applicable laws and regulations. The Company requires any vendors with access to employee personal data to protect and store it in accordance with applicable laws and regulations as well.

### **Retention and Destruction of Personal Data**

The Company will permanently destroy an employee’s personal data collected through the timekeeping hardware and software products from our systems within a reasonable time after employment with the Company ends, not to exceed three years from the employee’s separation date. Upon an employee’s termination of employment, the company will request that any vendor permanently destroy the employee’s personal data collected through timekeeping hardware and software products from its systems within a reasonable time, not to exceed three years from the employee’s separate date.

### **More information**

This policy is distributed to all employees and is also available upon request to the Human Resources Department. The policy is available to the public at [nitta-gelatin.com](http://nitta-gelatin.com). Employees with questions about the policy may contact the Human Resources Department.

The Company reserves the right to amend this policy for any reason, and at any time with or without notice. This Personal Data Processing Policy does not confer any contractual right, either expressed or implied, to remain in the employ of the Company.