

## Personal Data Processing Consent

United Rent-A-Fence uses 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 United Rent-A-Fence may share your personal data with vendors, including but not limited to ADP, in order to facilitate these functions. Your personal data will be permanently deleted from systems used by United Rent-A-Fence, ADP, and/or any other hardware and software vendor within a reasonable time after your employment with United Rent-A-Fence ends, not to exceed three years from your separation date. For purposes of the United Rent-A-Fence 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 United Rent-A-Fence 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 United Rent-A-Fence, ADP, 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 United Rent-A-Fence's use of timekeeping hardware or software brought by either you or United Rent-A-Fence shall be submitted to and decided by final binding arbitration, to be held in DuPage 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 United Rent-A-Fence 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 United Rent-A-Fence'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 United Rent-A-Fence employee.**

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

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

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

## **Personal Data Processing Policy**

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

United Rent-A-Fence uses vendor-provided hardware and software for the purpose of timekeeping and payroll, which enables United Rent-A-Fence to accurately record your work time and process your compensation. Your personal data may be collected and stored using this hardware and software, and United Rent-A-Fence may share your personal data with vendors, including but not limited to ADP, 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. United Rent-A-Fence 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**

United Rent-A-Fence 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 United Rent-A-Fence ends, not to exceed three years from the employee’s separation date. Upon an employee’s termination of employment with United Rent-A-Fence, 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 available to employees at United Rent-A-Fence’s Addison, Illinois office and upon request to Louie Adamo, United Rent-A-Fence’s President. The policy is available to the public at <https://www.unitedrentafence.com/company/>. Employees with questions about the policy may contact Louie Adamo.

United Rent-A-Fence 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 United Rent-A-Fence.