

Data Protection Agreement (2020-04-15)

This Data Protection Agreement (The "**Data Protection Agreement**") applies between Loopia AB, org. No. 556633-9304 (The "**Supplier**") and Customers who have chosen to enter into this Personal Data Entry Agreement with the Supplier (the "**Customer**").

1. General

- 1.1 This Data Protection Agreement constitutes an integral part of the agreement entered into between the Supplier and the Customer (the "Agreement").
- 1.2 Upon completion of the Agreement, the Supplier will process Personal Data on behalf of the Customer as the Customer's personal data assistant. The Customer is responsible for personal data for the processing of the Personal Data.
- 1.3 If someone else with the Customer is responsible for personal data for the relevant Personal Data, the Customer shall inform the Supplier of this.
- 1.4 The purpose of this Data Protection Agreement is that the Customer and the Supplier shall at all times comply with the requirements for personal data access agreement and obligations in accordance with the Data Protection Rules and to ensure adequate protection of personal privacy and fundamental rights for individuals in connection with the transfer of Personal Data from the Customer to the Supplier. Services The Supplier performs for the Customer under the Agreement.

2. Definitions

"**Privacy Policy**" refers at any time to any applicable law or regulation applicable to the processing of Personal Data which includes but is not limited to the Personal Data Act (1998: 204) and from 25 May 2018 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on protection of natural persons with regard to the processing of personal data and the free flow of such data and the repeal of Directive 95/46 / EC (the "Data Protection Regulation") which replaces the Personal Data Act (1998: 204); and the Supervisory Authority's binding decisions and regulations, as well as additional local adaptation and regulation regarding data protection.

"**Customer**" refers to the party specified in the preamble above, to the extent that the Customer enters into this Agreement on behalf of other service recipients in accordance with the Agreement, however, the definition of "Customer" shall also apply, where applicable, to such service recipients, unless otherwise expressly stated in this Personal Data Entry Agreement.

"**Supplier**" refers to the party specified in the preamble above.

"**Personal data**" refers to any information that relates to an identified or identifiable natural person (a Registered), wherein an identifiable natural person is a person who can be directly or indirectly identified specifically by reference to an identifier such as a name, identification number, location information or online identifier or an or several factors specific to the natural person's physical, physiological, genetic, psychological, financial, cultural or social identity, which the Supplier addresses on behalf of the Customer under this Personal Data Assignment Agreement.

"**Registered**" refers to the natural person to whom a Personal Data refers.

"**Supervisory authority**" refers to the supervisory authority or authorities that are authorized to supervise the processing of Personal Data or are considered to be the relevant regulatory authority in accordance with the Data Protection Rules, eg Data Inspection Board.

"**Sub-deputy**" refers to the person who processes Personal Data as a subcontractor to the Supplier (which includes but is not limited to the Supplier's group companies).

- 2.1 Any other definitions with a large initial letter, or which may otherwise be related to the treatment of persons information used in this Data Protection Agreement shall, unless expressly stated otherwise, have the meaning and meaning set forth primarily by the Data Protection Rules and otherwise by the Agreement unless the circumstances clearly indicate a different interpretative arrangement.

3. Responsibility and instruction

- 3.1 The Customer is responsible for personal data for all Personal Data processed by the Supplier on behalf of the Customer under the Agreement. The customer is thus responsible for compliance with the applicable Data Protection Rules. The Customer is obliged to inform the Supplier of any change in the Customer's business which means that the Supplier needs to take some form of action or changed routine regarding the content of the Data Protection Rules. In addition to the requirements that apply directly to the Supplier in accordance with the Data Protection Rules, the Supplier shall be obliged to comply with applicable requirements in the Data Protection Rules and recommendations from the Supervisory Authority at all times. The Customer shall also inform the Supplier on an ongoing basis of any third party, including the Supervisory Authority and the Registrar, measures related to the processing.
- 3.2 The Supplier and the person or persons working under the Supplier's management shall only process Personal Data in accordance with the Customer's documented instructions and for no other purpose than those for which the Supplier has been hired and as stated in this Personal Data Assistance Agreement. The instructions that apply to the conclusion of the Data Protection Agreement are set out in Appendix 1. In addition to the specific instructions set out in Appendix 1, this Data Protection Agreement and the Agreement in general are considered to constitute all of the Client's instructions to the Supplier regarding the processing of Personal Data. The Customer shall immediately notify the Supplier of any changes that affect the Supplier's obligations under this Data Protection Agreement.
- 3.3 Treatment may also be carried out if such treatment is required under Union law or under the national law of a Member State to which the Supplier or Sub-Assistant is subject. If treatment is required under Union law or under the national law of a Member State any right to which the Supplier or Deputy is subject, the Supplier or the Deputy shall inform the Customer of the legal requirement prior to processing, unless such information is prohibited with reference to an important public interest under such right.
- 3.4 To avoid any misunderstanding, the Supplier has the right to, during the Data Protection Agreement, validity period and thereafter store and process data derived from the Customer in aggregated or anonymized format, i.e. data that does not contain Person-tasks.

4. Security etc.

- 4.1 The supplier shall take the measures required to comply with Article 32 of the Data Protection Regulation. The supplier must ensure a level of security appropriate to the risk posed by the processing, in particular from accidental or unlawful destruction, loss or alteration, or unauthorized disclosure of or unauthorized access to the Personal Data processed.
- 4.2 The Supplier shall also assist the Customer in ensuring that the obligations under Articles 32-36 of the Data Protection Regulation are fulfilled, taking into account the type of processing and the information available to the Supplier. The Supplier shall ensure that persons authorized to process the Personal Data are either covered by a statutory duty of confidentiality or have undertaken it in a binding agreement. The duty of confidentiality shall apply even after the termination of this Data Protection Agreement. Access to Personal Data shall be limited to those persons who need them in order to perform their duties.

5. Disclosure of Personal data and Information

- 5.1 If the Supplier receives a request from the Registered, Supervisory Authority or other third party to obtain information that the Supplier processes on behalf of the Customer, the Supplier shall without delay forward the request to the Customer. The Supplier, or anyone working under the Supplier's management, may not disclose Personal Data or other information about the processing of Personal Data without express instructions from the Customer unless such obligation exists in accordance with the applicable Data Protection Rules.
- 5.2 The Supplier shall, in view of the nature of the processing, assist the Customer through technical and organizational measures, to the extent possible, so that the Customer can fulfill its obligation to respond to a request from the Registrant in the exercise of his or her rights under the Data Protection Rules in accordance with Chapter III of the Data Protection Regulation.
- 5.3 The Customer shall pay separate remuneration to the Supplier for the Supplier's work on the basis of his obligations under this paragraph in accordance with the Supplier's hourly applicable hourly rates.

6. Contact the regulator

The Supplier shall inform the Customer of any contacts from the Supervisory Authority concerning the processing of Person-tasks.

7. Sub-Deputy

7. 1 Personal data may be processed by a Sub-Deputy provided that on behalf of the Customer, the Supplier enters into a written agreement or other act under Union law where the Sub-Duty is subject to similar data protection obligations imposed by the Supplier under this Personal Duty-Draft Agreement.
- 7.2 The Supplier undertakes to inform the Customer of any plans to hire new Sub-Deputies or replace Sub-Deputies. The customer has the right to object to such changes. Such objection may only relate to objective grounds relating, for example, to the security of the processing under the Data Protection Agreement. If the Customer raises such a justified objection and the Supplier does not agree to replace the current Deputy Assistant, the Supplier is entitled to extra compensation from the Customer for the costs incurred by the Supplier due to p.g.a. the current sub-support cannot be used. The Supplier also has the right to terminate the Agreement and / or this Data Protection Agreement in whole or in part, eg. in respect of certain supplementary service with thirty (30) days notice period.
7. 3 The Supplier is specifically responsible for ensuring that Articles 28 (2) and 28 (4) of the Data Protection Regulation are taken into account when hiring the Deputy Commissioners and ensuring that such Deputy Council provides sufficient guarantees to implement appropriate technical and organizational measures in such a way that the processing complies with the requirements of the Data Protection Regulation.
7. 4 The Supplier shall, upon request from the Customer, provide the Customer (and if requested, the Customer's customers who are data controllers) a correct and up-to-date list of the Sub-agents hired by the Supplier for the processing of Personal Data, their contact details and the geographical location for such processing.

8. Right to transparency

8. 1 The Supplier shall provide the Customer with access to all information required to demonstrate that the obligations arising from Article 28 of the Data Protection Regulation have been fulfilled within a reasonable time after such request has been made by the Customer to the Supplier. This means, among other things, that the Customer, as the person responsible for personal data, has the right to take the necessary measures to verify that the Supplier can fulfill its obligations under this Data Protection Agreement and that the Supplier has actually taken steps to ensure this.
- 8.2 The supplier shall also enable and contribute to audits, including inspections, carried out by the Customer or by another independent auditor.

9. Transfer of Personal Data outside the EU / EEA

The transfer of Personal Data by the Supplier or by the Deputy Assistant to a place outside the EEA (so-called third country) may be made provided that the requirements for such transfer in accordance with the Data Protection Rules are met at all times. In such a transfer, the Supplier shall apply, and in relation to the Third Country Assistant, on behalf of the Customer, enter into agreements in which the Sub-Tree is obliged to apply, the EU's standard clauses (2010/87 / EU) or the standard clauses that replace these following any decision by the European Commission. and / or the European Court of Justice.

10. Secrecy

10. 1 The Supplier shall ensure that persons authorized to process the Personal Data are either covered by one statutory duty of confidentiality or has undertaken it in a binding agreement. The duty of confidentiality shall apply even after the expiry of this Data Protection Agreement. Access to Personal Data shall be limited to those persons who need them in order to perform their duties.
- 10.2 The undertaking in clause 10.1 above does not apply to information that is submitted to the Supplier to the authority or in accordance with the Data Protection Rules or other statutory obligation. The confidentiality obligation applies during the term of the Agreement and thereafter.

11. Data portability

The Supplier shall ensure that the Customer can fulfill any possible data portability regarding the Personal Data processed by the Supplier on behalf of the Customer.

12. Compensation

12.1 The Supplier shall be entitled to full compensation from the Customer for all work and costs incurred as a result of the fulfillment of paragraphs 8, 11 and 15.1 due to instructions for the processing of personal data provided by the Customer to the Supplier and which go beyond what is stated in Appendix 1 or the functions and the level of security resulting from the services that the Supplier normally offers to its customers, e.g. regarding the Supplier's server services and those that require the Supplier to make special adjustments to the order of the Customer. The Supplier shall also be entitled to compensation

for his work on the basis of his commitments in accordance with paragraph 5. All work for which the Supplier is entitled to compensation under this point shall be paid in accordance with the Supplier's hourly applicable hourly rates. The reimbursement cost shall be replaced by the Supplier's actual costs incurred.

13. Responseability

13.1 If the Supplier, the person working under the Supplier's management or hired by the Supplier, processes the Personal Data in violation of this Personal Data Assistance Agreement or the legal instructions provided by the Customer, the Supplier shall, taking into account the limitations of liability resulting from the Agreement, compensate the Customer for the direct has been caused by the wrong treatment, including damages and administrative penalty fees that the Customer had to pay to third parties. Notwithstanding the limitation of liability under the Agreement, the Supplier's liability under this clause 13.1 shall always be limited to an amount corresponding to the fees paid by the Customer to the Supplier under the Agreement for a period of twelve (12) months before the damage occurred.

13.2 If the Customer, a person working under the Customer's management or a third party contracted by the Customer causes

the Supplier damage due to unclear, defective or unauthorized instructions from the Customer, defective information from the Customer about which categories of data are processed (eg sensitive personal data is processed without the Customer informing the Supplier of this) or otherwise due to breach of this Personal Data Entry Agreement, the Customer shall compensate the Supplier for such damage, including damages and administrative penalty fees which the Supplier must pay to third parties.

13.3 The Supplier's liability for claims and damages in accordance with this clause 13 applies provided that (The Customer without undue delay notifies the Supplier in writing of claims made against the Customer; and) The Customer allows the Supplier to check the defense of the claim and make a decision on any settlement alone.

14. Agreement time and measures upon termination

The Personal Data Assistance Agreement is valid from its signing and as long as the Supplier processes Personal Data on behalf of the Customer.

15. Amendments to the Personal Data Entry Agreement

15.1 If the Data Protection Rules change during the period of the Data Protection Agreement, or if the Supervisory Authority issues

guidelines, decisions or regulations regarding the application of the Data Protection Rules which cause that this Data Protection Agreement does not meet the requirements imposed on a Data Protection Agreement, the parties will discuss this necessary in the Data Protection Agreement. new or additional requirements. Such amendment shall enter into force in accordance with the parties' written agreement thereon, or at the latest within such time period as may be specified in the Data Protection Rules, the Regulatory Authority's guidelines, decisions or regulations. The supplier has the right to reasonable compensation for any work, costs and expenses that such changes cause.

15.2 Other amendments and additions to this Personal Data Access Agreement shall be made in writing and be duly signed by the parties in order to be binding.

16. Other

16.1 Otherwise, what is stated in the Agreement shall also apply to the Supplier's processing of Personal Data and the obligations under this Data Protection Agreement. However, in the event of disagreement between the provisions of the Agreement and this Data Protection Agreement, the provisions of the Data Protection Agreement shall take precedence over all processing of Personal Data and nothing in the Agreement shall be deemed to limit or change the obligations in this Data Protection Agreement to the extent that this party does not entail that this entails Privacy Policy.

16.2 Swedish law shall in any case apply to this Data Protection Agreement.

Disputes arising from this Data Protection Agreement shall be resolved in accordance with the dispute resolution clause in the Agreement.