Data Processing Agreement

PARTIES:

The Controller and the Processor are individually referred to as **"Part"** and collectively as **"Parties"**.

BACKGROUND:

A   The Controller and the Processor have entered into a contract regarding The Functional IT (**"Main Agreement"**) under which the Processor shall provide certain services (**"Services"**) specified in the Main Agreement to the Controller. This Data Protection Agreement is an Appendix to the Main Agreement and thus forms an integral part of the Agreement (as defined in the Main Agreement).

B   In the Processor's provision of Services under the Main Agreement, the Processor may process Personal Data, for which the Controller is the Controller, as a Processor to the Controller. The Processor undertakes to Process Personal Data on behalf of the Controller in accordance with the provisions of this Data Processing Agreement.

C   The Processor provides sufficient guarantees to implement appropriate technical and organisational measures to ensure that requirements in applicable Personal Data Law are met in the processing of Personal Data on behalf of the Controller.

D   In the event of a conflict between a provision of this Data Processing Agreement and a provision of the Master Agreement, the provisions of this Data Processing Agreement shall apply only to the extent that the provision of this Data Processing Agreement provides for better protection of the Personal Data processed. Otherwise, the Main Agreement takes precedence.

1.   DEFINITIONS

In this Data Processing Agreement, the following definitions shall have the meaning set out below:

"Contract Date" means the date state above;

"Processing", "Controller", "Personal Data", "Personal Data Processor", Personal Data Incident", and "Registered" shall have the same meaning as in Regulation(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation) ("Data **Protection** Regulation");

"Data Processing Agreement" means this Data Processing Agreement together with all the related annexes;

"Applicable Law" means from time to time applicable laws, regulations and regulations in the EU and in relevant Member States applicable to the Controller and the Processor; and

"Applicable Personal Data Laws" means **from time to time applicable** legislation, regulations and regulations, including regulations issued by the relevant supervisory authorities,

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regarding the protection of natural persons' fundamental rights and freedoms and in particular the right to the protection of their Personal Data in the processing of Personal Data applicable to the Controller and the Processor, including the General Data Protection Regulation; and

"Third Country" means a State which is not part of the European Union (EU) or is a member of the European Economic Area (EEA).

2. GENERAL OBLIGATIONS OF THE PROCESSOR

2.1   To the extent that the Processor Processes Personal Data on behalf of the Controller, the Processor shall only Process Personal Data in accordance with:

2.1.1   The Controller's instructions under this Data Processing Agreement, the Main Agreement and the additional documented instructions provided by the Controller from time to time and not for any other own purposes; And

2.1.2   Applicable Personal Data Legislation.

2.2   Notwithstanding the above paragraph 2.1.1 the Processor may process Personal Data to the extent necessary for the Processor to comply with obligations incumbent on the Processor and arising from time to time applicable Legislation. However, it is for the Processor to inform the Controller of the legal obligation before such Processing is carried out, unless the Processor is prevented by applicable law from providing such information.

2.3   Notwithstanding the choice of law agreed by the Parties in the Main Agreement, applicable Personal Data Law shall apply to the processing of Personal Data covered by this Data Protection Agreement.

2.4   The Processor shall immediately inform the Controller if the Processor is unable to comply with its obligations under this Data Processing Agreement or if the Processor considers that an instruction given by Controller concerning the Processing of Personal Data would be in violation of applicable Personal Data Laws, unless the Processor is prevented from providing such information to the Controller in accordance with applicable law.

2.5   The Processor shall, at Controller's request, provide documentation and all other information to demonstrate that the Processor complies with its obligations under this Data Processing Agreement and applicable Personal Data Laws.

2.6   The Processor shall immediately notify the Controller in writing upon a request by the regulatory authority of access to the Personal Data processed by the Processor on behalf of the Controller and the Processor shall not grant the regulatory authority's request for access to the

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Processor's premises for the purpose of verifying the Controller's Processing of Personal Data without the Controller's prior written consent.

2.7 The Processor shall not be entitled to any special remuneration for the performance of its obligations under this Data Processing Agreement, unless specifically agreed by the Parties.

3. PRECAUTIONARY MEASURES

3.1 Obligation to take technical and organisational measures to protect Personal Data

3.1.1 The Processor shall take appropriate technical and organisational measures to protect the Personal Data processed against Personal Data Breaches. The measures shall at least reach the level of security resulting from applicable Personal Data Law, the applicable regulations and guidelines of the relevant supervisory authorities regarding the security of Personal Data, as well as what is otherwise appropriate in relation to the risk associated with the Processing, including but not limited to:

3.1.1.1 pseudonymization (where appropriate) and encryption (where appropriate) of Personal Data;

3.1.1.2 measures to prevent the transfer of Personal Data to unauthorized recipients, including measures to ensure the secure transfer of Personal Data through encryption;

3.1.1.3 the ability to continuously ensure the confidentiality, integrity, availability and resilience of the treatment system and services;

3.1.1.4 the ability to restore availability and access to Personal Data in a reasonable time in the event of a physical or technical incident, e.g. through regular backup of the Personal Data;

3.1.1.5 a procedure for regularly testing, examining and evaluating the effectiveness of the technical and organisational measures to ensure the safety of treatment; And

3.1.1.6 measures to ensure that fixed and removable storage media used for the processing of Personal Data under this Data Processing Agreement is safely and irrevocably destroyed when they are no longer used.

3.1.2 The Processor shall further assist the Controller at the Controller's request with the necessary information in order for the Controller, where applicable, to be able to fulfil its obligations to carry out impact assessment and prior consultation with the relevant supervisory authorities regarding the Processing of Personal Data covered by this Data Processing Agreement.

3.2 Authentication and logging, as well as privacy of Personal Data

3.2.1 The Processor shall ensure that access to the Personal Data is limited to the personnel of the Processor who need access to the Personal Data in order for the Processor to be able to fulfill its obligations to the Controller under this Data

Processing Agreement and the Main Agreement. The Processor shall ensure that staff at the Processor only process Personal Data as set out in paragraph 2.1 above.

3.2.2   The Processor shall also ensure that all personnel authorized to access and process the Personal Data comply with the confidentiality of the Processing of personal data covered by this Data Processing Agreement.

3.2.3   The Provider shall also ensure that access to Personal Data processed by the Processor under this Data Processing Agreement is logged and that this log is saved to enable investigation of Personal Data Breaches.

3.3   Personal Data Incident

3.3.1   In the event of a Personal Data Incident, the Processor shall notify the Controller in writing without undue delay, but no later than within 24 hours, from the time the Personal Data Incident came to the Processor's attention.

3.3.2   The Processor shall immediately after a Personal Data Incident has come to the Processor's attention:

     3.3.2.1   initiate a forensic investigation of the Personal Data Incident to investigate the extent, nature and likely consequences of the Personal Data Incident;

     3.3.2.2   take appropriate corrective measures to prevent or limit the potential adverse effects of the Personal Data Incident;

     3.3.2.3   consult with the Controller to determine whether the Controller is obliged, if applicable, under applicable Personal Data Law to report the Personal Data Incident to the relevant supervisory authority and/or inform the relevant Data Subject about the Personal Data Incident.

3.3.3   As soon as possible after the start of the forensic investigation, the Processor shall provide the Controller with the following information regarding the Personal Data Incident:

     3.3.3.1   a description of the nature of the personal Data Incident, the categories and number of Data Subjects concerned, as well as the categories and number of personal data items concerned;

     3.3.3.2   the likely consequences of the Personal Data Incident; And

     3.3.3.3   a description of the measures that the Processor, if any, has already taken or intends to take to address the Personal Data Incident and/or to limit any adverse effects of the Personal Data Incident.

3.3.4   If and to the extent that it is not possible for the Processor to provide the information at the same time, the information may be provided in instalments without undue further delay. The Controller shall have the right to receive a copy of any forensic reports prepared in connection with the Personal Data Incident on request.

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3.3.5 The Processor shall assist the Controller to the extent necessary to investigate the Personal Data Incident and to enable the Processor to comply with the notification and disclosure obligations to the relevant supervisory authorities and the relevant Data Subjects in accordance with applicable Personal Data Legislation.

3.4 Right to review and inspections

3.4.1 The Processor shall allow and contribute to audits, including inspections, conducted by the Controller or by a third party designated by the Controller to verify that the Processor is fulfilling its obligations under this Data Processing Agreement. The Controller shall give the Processor reasonable notice in case the Controller wishes to exercise its right to carry out a review or inspection. Each Party shall bear its own costs in such review or inspection. However, if the Controller has appointed a third party to carry out the review or inspection on behalf of the Controller, the Controller shall bear the cost to the third party, unless the Parties agree otherwise in writing.

3.5 Documentation

3.5.1 The Processor shall document in writing the measures taken by the Processor to comply with its obligations under paragraph 3 of this Data Processor Agreement, e.g. in a security policy. The Controller shall have the right to receive a copy of the documentation on request.

4. HIRING OF ASSISTANTS

4.1 The Processor may use subcontractors, subcontractors or other third parties ("**Assistants**") to process Personal Data on behalf of the Controller only if the Controller has given written permission to do so in advance.

4.2 If the Processor, with the Controller's prior permission, hires a Subcontractor for the processing of Personal Data on behalf of the Controller, the Controller hereby accepts that the Processor enters into a data processing agreement directly with the Subcontractor. Such a data processing agreement with the Subcontractor must contain obligations equivalent and no less restrictive than those resulting from this Data Processing Agreement.

4.3 In the event that the Processor hires a Subcontractor, the Processor shall inform the Controller in writing without undue delay of:

4.3.1 Identity of the assistant (including full business name, corporate identity number and address);

4.3.2 the type of service the Assistant performs; And

4.3.3 where the Subcontractor will process Personal Data on behalf of the Controller.

4.4 When a new Subcontractor is hired in accordance with this section 4, the Controller shall, within a reasonable time from receiving information about the use of the new Subcontractor, have the right to object to the use of the Subcontractor. If the Controller exercises his right to object, the Parties shall seek a common solution in good spirit. If the Parties cannot find a reasonable solution within thirty (30) days of such discussions starting, the Controller shall have the right to (i) prohibit the Processor from transferring Personal Data to the Subprocessor, or, if such

solution is not possible with respect to the provision of the Service, (ii) terminate the Main Agreement and this Data Processing Agreement, without incurs any costs for the Controller.

4.5 The Processor shall, in addition to the information referred to in paragraph 4.3 above, provide at the Controller's request and without undue delay a copy of the data processing agreement entered into by the Processor with the Subcontractor in accordance with paragraph 4.2 above.

4.6 In the event that the Subcontractor fails to comply with its obligations, the Processor is fully liable to the Controller for the performance of the Subcontractor's obligations, such as on its own account.

5. PRIVACY

Without prejudice to any confidentiality obligations in the Main Agreement, the Processor shall keep all Personal Data Processed on behalf of the Controller strictly confidential. Thus, the Processor shall not disclose, directly or indirectly, any Personal Data to third parties unless the Controller has approved this in writing in advance, unless the Processor is obliged under applicable law to disclose the Personal Data, or if it is necessary for the performance of the Main Agreement or this Data Processing Agreement. The Processor agrees that the confidentiality obligation in this paragraph 5 shall continue to apply even if this Data Protection Agreement expires and until all Personal Data has been returned to the Controller or after the Controller's written request has been safely and irrevocably destroyed or de-identified in accordance with paragraph 8 below.

6. DAMAGES

The Processor shall be liable for all direct damages.2.1 The Processor is responsible for damage caused by any Subcontractor's Treatment, such as on own account. Any limitations of liability in the Main Agreement shall apply in this regard.

7. RIGHTS OF DATA SUBJECTS

The Processor shall assist the Controller by taking the technical and organisational measures necessary for the Controller to fulfil its obligation to respond to a request for the exercise of a Data Subject's right that accedes to a Data Subject under applicable Personal Data Law.

8. RETURN OF PERSONAL DATA

Upon termination of the Main Agreement, the Processor shall immediately return (and/or after Controller's written request in a safe and irreparable manner, eradicating or de-identifying) all Personal Data that the Processor or Subcontractor possesses or has within its control and which is the property of the Controller, unless the Processor is obliged under applicable law to store the Personal Data. The Processor shall, at Controller's request, provide written information

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regarding the measures taken by the Processor to comply with its obligations under this paragraph 8.

9. TRANSFER TO AND PROCESSING OF PERSONAL DATA IN THIRD COUNTRIES

9.1 The Processor may not transfer Personal Data belonging to the Controller to a Third Country without the Controller's prior consent.

9.2 In the event that Personal Data, with the Controller's prior permission, will be transferred to or processed in Third Countries, the Parties shall before that:

9.2.1 examine whether the Third Country ensures an adequate level of protection for Personal Data as a mended by the European Commission and, if so, Personal Data may be transferred to that Third Country; and if such a decision does not exist;

9.2.2 ensure that appropriate safeguards are in place under applicable Personal Data Legislation, such as standardised data protection rules adopted by the European Commission, covering the transfer and processing of personal data; or (in the absence of such protective measures)

9.2.3 examine whether it is possible to rely on any exception under applicable Personal Data Law for the transfer of Personal Data and if so, the Personal Data may be transferred to the Third Country only to the extent (i) that the relevant exception covers the transfer and processing of Personal Data, and (ii) the Controller considers that it is possible to rely on the exemption in question.

For the avoidance of doubt, Personal Data may not be transferred to or processed in third countries if none of the conditions set out in paragraph 9.2 above exist.

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10. CONTRACT PERIOD AND TERMINATION

10.1 This Data Processing Agreement enters into force on the date of the Signing of the Main Agreement and shall then remain in force until the Processor no longer processes Personal Data on behalf of the Controller.

10.2 The Data Processing Agreement shall apply even if the Main Agreement expires and until the Processor (and Subcontractors hired by the Processor) ceases to process Personal data on behalf of the Controller.

11. TRANSFER

Neither Party shall have the right to transfer all or part of its rights or obligations under this Agreement without the written consent of the other Party.

12. CHANGES AND ADDITIONS

Amendments and supplements to this Agreement shall be written and signed by both Parties for their validity.

13. APPLICABLE LAW

To this Agreement, Swedish law shall apply, without application of its conflict of laws rules.

14. DISPUTE

The dispute resolution rules resulting from the Main Agreement shall also apply to this Data Processing Agreement.

This Data Protection Agreement has been drawn up in two (2) identical copies of which the Parties have received each of their own.
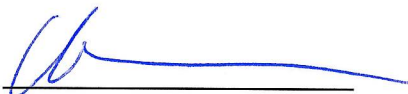
Location och date

Herning, 11-05-2022

IT-RELATIONS A/S

Location och date

MALMÖ, 2022-05-11

Qlosr Malmö AB

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Annex I

DESCRIPTION OF THE PROCESSING OF PERSONAL DATA COVERED BY THE DATA PROCESSING AGREEMENT

This Annex 1 shall be considered to be an integral part of the Data Processing Agreement.

Categories of Registered	The following categories of Data Subjects are affected by the processing of Personal Data Subject by the Data Processing Agreement: • Employees
Categories of Personal Data	The following categories of Personal Data are Processed: • Name • E-mail • Business area and/or class
Purpose of The Processing	Personal data is processed for the following purposes: • to provide the Services under the Master Agreement; • to fulfil other obligations of the Processor under the Main Agreement and this Data Processing Agreement
Processing of Personal Data	The personal data will be processed as follows: • Service Desk or other operational staff member to administrate and proceed with orders from Controller
Retention of Personal Data	Personal data will be retained for the following periods for the above purposes: • Agreed level of backup of data