



Data Processing Agreement

1. Introduction

1.1 This agreement regarding processing of personal data (the **"Data Processing Agreement"** or **"DPA"**) regulates the processing of personal data by Valei AB, 559037-2164, Olaigatan 17 A, 703 61 Örebro, Sweden (the **"Data Processor"** or **"DP"**), on behalf of the client (the **"Data Controller"** or **"DC"**).

1.2 This DPA is attached as an addendum to the terms of the agreement (the **"Agreement"**) the parties have entered into, regarding the DP's delivery of services (the **"Services"**) to the DC, and is considered an integral part of the Agreement. By entering the Agreement, the DC also agree to the terms of this DPA.

2. Legislation

2.1 The DPA shall ensure that the DP complies with the applicable data protection and privacy legislation (the **"Applicable Law"**), including in particular the General Data Protection Regulation (the **"GDPR"**), Regulation (EU) 2016/679.

3. Processing of Personal Data

3.1 The purpose of the processing under the Agreement is the delivery of the Services by the DP as specified in the Agreement. In connection with the DP's delivery of the Services to the DC, the DP will process certain categories and types of the DC's personal data on behalf of the DC.

3.2 Personal data includes *"any information relating to an identified or identifiable natural person"* as defined in GDPR, article 4 (the **"Personal Data"**). The types of Personal Data

processed, the categories of registered (the **"Data Subject"**) and the types of processing activities by the DP on behalf of the DC are listed in sub-appendix A. The DP only performs processing activities that are necessary and relevant to deliver the Services.

4. Instruction

4.1 The DP may only act and process the Personal Data in accordance with the documented instruction from the DC (the **"Instruction"**), unless required by law to act without such instruction. The Instruction at the time of entering into this DPA is that the DP may only process the Personal Data with the purpose of delivering the Services as described in the Agreement. Subject to the terms of this DPA and with mutual agreement of the parties, the DC may issue additional written instructions consistent with the terms of this Agreement. The DC is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The DC guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The DC's instructions for the processing of Personal Data shall comply with Applicable Law. The DC will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The DP will inform the DC of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

5. Data Processor obligations

5.1 Confidentiality

5.1.1 The DP shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the DC in writing has agreed.

5.1.2 The DP's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Services and this DPA.

5.1.4 The DP shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

5.2 Security

5.2.1 The DP shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The DP may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.2.2 The DP shall provide documentation for the DP's security measures if requested by the DC in writing.

5.2.3 The DP shall give immediate notice to the DC if a security breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration,

unauthorized disclosure of or access to, Personal Data transmitted, stored or otherwise processed on behalf of the DC.

5.2.4 The DP shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

5.3 Geography

5.3.1 The DP will only process Personal Data on behalf of the DC in countries inside the European Union (EU) or European Economic Area (EEA), or using Sub-Processors complying with the EU-US Data Privacy Framework or EU Standard Contractual Clauses, thus guaranteeing the same level of data protection as inside EU/EEA.

5.4 Rights of the Data Subjects

5.4.1 If the DC receives a request from a Data Subject for the exercise of the Data Subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the DP's assistance, the DP shall assist the DC by providing the necessary information and documentation. The DP shall be given reasonable time to assist the DC with such requests in accordance with the Applicable Law.

5.4.2 If the DP receives a request from a Data Subject for the exercise of the Data Subject's rights under the Applicable Law and such request is related to the Personal Data of the DC, the DP must immediately forward the request to the DC and must refrain from responding to the person directly.

5.5 Documentation and audits

5.5.1 Upon request by a DC, the DP shall make available to the DC all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the DC or an auditor mandated by the DC. The DC shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the DP's premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days, and shall not be conducted more than once a year.

5.5.2 The DC may be requested to sign a non-disclosure agreement reasonably acceptable to the DP before being furnished with the above.

5.6 Remuneration and costs

5.6.1 The DC shall remunerate the DP based on time spent to perform the obligations under section 5.4 and 5.5 of this DPA based on the DP's hourly rates.

6. Sub-Processors

6.1 The DP is given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the DC, provided that the DP notifies the DC in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and

before the relevant Sub-Processor processes any of the Personal Data. If the DC wishes to object to the relevant Sub-Processor, the DC shall give notice hereof in writing within ten (10) business days from receiving the notification from the DP. Absence of any objections from the DC shall be deemed consent to the relevant Sub-Processor.

6.2 In the event the DC objects to a new Sub-Processor and the DP cannot accommodate the DC's objection, the DC may terminate the Services by providing written notice to the DP.

6.3 The DP shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the DP, including the obligations under this DPA. The DP shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the DC if so requested in writing.

6.4 The DP is accountable to the DC for any Sub-Processor in the same way as for its own actions and omissions.

6.5 The DP is at the time of entering into this DPA using the Sub-Processors listed in sub-appendix A. Any new Sub-Processor, will be added to this list.

7. Limitation of liability

7.1 The total aggregate liability to the DC, of whatever nature, whether in contract, tort or otherwise, of the DP for any losses whatsoever and howsoever caused arising from or in any way

connected with this engagement shall be limited to the amount paid for the Services during the previous 12 months.

7.2 Nothing in this DPA relieves the DC of its own direct responsibilities and liabilities under the GDPR.

8. Duration and termination

8.1 The DPA shall remain in force until the Agreement is terminated.

8.2 Following expiration or termination of the Agreement, the DP will delete or return to the DC all Personal Data in its possession as provided in the Agreement except to the extent the DP is required by Applicable Law to retain some or all of the Personal Data (in which case the DP will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

Sub-appendix A

1. Categories of Data Subjects

1.1 The DP processes Personal Data about the following categories of Data Subjects on behalf of the DC:

1. Customers of the DC
2. Employees of the DC
3. Students of the DC
4. Contractors of the DC
5. Suppliers of the DC
6. Any other optional Data Subjects the DC chooses to enter and process using the Services

2. Types of Personal Data

2.1 The DP processes the following types of Personal Data on behalf of the DC:

1. Name
2. Phone number
3. Email address
4. Postal address
5. Personal identity number
6. Customer number
7. Notification preferences
8. Notes
9. Photos
10. Booking history
11. Sales history
12. IP address
13. Any other optional Personal Data the DC chooses to enter and process using the Services

3. Types of processing activities

3.1 The DP performs the following types of processes activities of Personal Data on behalf of the DC:

1. Transfer of Personal Data
2. Storage of Personal Data
3. Backup of Personal Data
4. Import of Personal Data
5. Export of Personal Data
6. Supporting the DC regarding the usage of the Services, based on explicit instructions from the DC

4. Approved Sub-Processors

4.1 The following Sub-Processors shall be considered approved by the DC at the time of entering into this DPA:

1. Amazon Web Services EMEA SARL
2. Microsoft Ireland Operations Limited
3. Google Cloud EMEA Limited
4. Slack Technologies Limited
5. GleSYS AB
6. Sinch Sweden AB
7. MessageBird B.V.
8. Intercom R&D Unlimited Company
9. Adyen N.V.
10. Frink AB (Zaver)
11. LINK Mobility AB