

# Personal data processor agreement

## 1. Parties

**The Client** (hereinafter referred to as the '**Personal Data Controller**') and **Greater Than AB** or any of its Affiliates, hereinafter referred to as the '**Personal Data Processor**'),

The Personal Data Controller and the Personal Data Processor are hereinafter referred to as 'Party' or 'the Party' and jointly as 'the Parties'.

The Parties have today concluded the following Personal Data Processor Agreement ('the Agreement'):

## 2. Definitions

### **Affiliate**

any legal entity which directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control, with the Party in question.

### **Applicable regulations**

provisions and practices relating to the General Data Protection Regulation, supplementary national legislation to the General Data Protection Regulation, regulations and opinions from supervisory authorities, including the European Data Protection Board, as well as the European Commission's instruments in the field of Personal Data

### **Personal Data**

any information relating to an identified or identifiable natural person (hereinafter referred to as a 'data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

### **Processing of Personal data**

any operation or set of operations which is performed on personal data or on sets of Personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

### **Personal Data Controller**

person or body that alone or jointly with others determines the purposes and means of the processing of Personal Data

### **Personal Data Processor**

person or body that processes Personal Data on behalf of the Personal Data Controller

### **Personal Data Breach**

breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

### **Third Country**

country which is not part of the European Union or affiliated to the European Economic Area

### **Sub Processor**

party or body that processes Personal Data in accordance with instructions from the Personal Data Processor

## **3. Purpose**

The purpose of this Agreement is to ensure that the Processing of Personal Data carried out by the Personal Data Processor, on behalf of the Personal Data Controller, complies with the requirements set out in existing legislation on Personal Data and the applicable regulations, and with the provisions of this Agreement.

## **4. Instructions**

The Personal Data Processor may only process Personal Data from the Personal Data Controller in accordance with the written instructions of the Personal Data Controller, as set out in **Annex 1**, the existing Personal Data legislation and the applicable regulations. The Personal Data Processor may not process the Personal Data for own purposes.

## **5. Personal data processor commitments**

In the processing of Personal Data, the Personal Data Processor undertakes to apply the prevailing Applicable regulations.

The Personal Data Processor shall not disclose and/or transfer the Personal Data to Third Countries other than following prior written consent from the Personal Data Controller, except where such a disclosure may be required by law. The Personal Data Processor undertakes to only disclose the Personal Data to persons within the internal organisation and the parent company of the Personal Data Processor who need access to the said Personal Data in order to perform their duties.

The Personal Data Processor shall not copy or recreate the Personal Data, or otherwise process the Personal Data for purposes other than those specified at the time of the Personal Data collection.

In the event that an authority or other third party requests information from the Personal Data Processor relating to the Personal Data processing, the Personal Data Processor shall without delay forward such a request to the Personal Data Controller. Wherever necessary, the Personal Data Processor shall assist the Personal Data Controller in the compilation of information requested by third parties.

The Personal Data Processor is not entitled to represent the Personal Data Controller or to act on behalf of the Personal Data Controller vis-à-vis a third party, except as stated in Section 9.

In cases where the Personal Data Processor in connection with the processing of Personal Data transfers Personal Data Processor to a Third Country, which is not considered by the EU Commission to meet an adequate level of protection in relation to Third Country legislation, the Parties must enter into an EU Commission Standard Agreement Clauses in accordance with Annex 3.

## 6. Security

The Personal Data Processor shall take appropriate technical and organisational security measures for the protection of the Personal Data. The Personal Data Processor certifies that all its operations are managed in a way that ensures compliance with the requirements on adequate security levels set out in the existing Personal Data legislation and the applicable regulations.

The Personal Data Processor shall continuously ensure the confidentiality, integrity, availability and resilience of the processing systems. The Personal Data Processor undertakes to comply with decisions taken by an authority on security measures with regard to the management of Personal Data.

## 7. Registers and documentation

The Personal Data Processor shall establish and maintain a written electronic register of all categories of Personal Data processing operations performed on behalf of the Personal Data Controller, including:

- Name(s) and contact details of the Personal Data Processor and the Personal Data Controller, on whose behalf the Personal Data Processor is acting, and, where applicable, the representative of the Personal Data Controller or the Personal Data Processor as well as the Data Protection Officer.

The categories of Personal Data processing operations that have been performed on behalf of the Personal Data Controller.

- Where applicable, transfers of Personal Data to a third country or an international organisation, including identification of the third country or the international organisation and documentation on appropriate security measures.
- Where possible, a general description of the technical and organisational security measures.

If the Personal Data processing contravenes the Agreement, the General Data Protection Regulation or other legislation, the Personal Data Processor shall, without undue delay, notify the Personal Data Controller. The Personal Data Processor shall then await instructions from the Personal Data Controller.

## 8. Personal data breaches

In the event of detection or suspicion of a Personal Data Breach, the Personal Data Processor shall notify the Personal Data Controller as soon as practicable possible and latest within 48 hours after having become aware of the Personal Data Breach.

In the event of a suspected or detected Personal Data Breach, the Personal Data Processor shall investigate the breach and take appropriate measures to alleviate its potential adverse effects.

If so requested by the Personal Data Controller, a description of the Personal Data Breach shall urgently be submitted to the Personal Data Controller. A description of this kind must at least contain:

- a) an outline of the nature of the Personal Data Breach, including where possible, the categories and the approximate number of data subjects concerned, and the categories and the approximate number of Personal Data records concerned, and the type of Personal Data involved.
- b) the name and contact details of the Data Protection Officer or other contact points where more information can be obtained,
- c) an outline of the likely consequences of the Personal Data Breach,
- d) an outline of the measures taken or proposed by the Personal Data Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

The Personal Data Processor shall assist the Personal Data Controller in the fulfilment of its obligations under the prevailing Personal Data legislation and applicable regulations relating to Personal Data Breaches, taking due account of the type of processing and the information available to the Personal Data Processor.

A notification as set out above must contain all the information needed by the Personal Data Controller to fulfil its obligations vis-à-vis the regulatory authority.

## **9. Audit**

The Personal Data Controller is entitled to subject the Personal Data Processor to an audit, in person or through third parties agreed between the parties, or otherwise verify that the Personal Data processing of the Personal Data Processor is in compliance with the Agreement, the prevailing Personal Data legislation and the applicable regulations. As part of an audit or verification of this kind, the Personal Data Processor shall provide the Personal Data Controller with the assistance required to complete the audit during working hours and not during July-August.

The Personal Data Processor shall grant the Personal Data Controller access to premises and equipment related to inspection with a view to ensure that the Personal Data Processor fulfils its obligations under the Agreement, the prevailing Personal Data legislation and the applicable law. However, the Personal Data Controller does not have such a right when the access and/or inspection could entail security or privacy risks for the data subjects.

The Personal Data Processor shall demonstrate that the obligations under the Agreement, the prevailing Personal Data legislation and the applicable regulations are met.

The Personal Data Processor shall grant the Personal Data Controller access to the Personal Data processed by the Personal Data Processor on behalf of the Personal Data Controller. This also

includes access to information and documents that the Personal Data Controller needs to monitor the Personal Data Processor's compliance with the Agreement, the prevailing Personal Data legislation and the applicable regulations. Access of this kind shall be granted without undue delay, and no later than 30 days from the reception of the Personal Data Controller's express written request to that effect.

## **10. Subcontractors (subprocessors)**

Personal data may be processed by a subcontractor, provided that the subcontractor complies with the corresponding conditions set out in this Agreement.

The Personal Data Processor commits to inform the Personal Data Controller on its website of any plans to engage new subcontractors or to replace existing subcontractors. The Personal Data Controller is entitled to object to such changes. If the Personal Data Controller makes such an objection within 10 days from such proposed change the Personal Data Processor must not implement the proposed change. If the Personal Data Controller does not object to the said change within 10 days from the proposed change the Personal Data Controller is considered to have accepted the new or replaced subcontractor.

The Personal Data Processor is specifically responsible for ensuring that Article 28 (2) and (4) in the General Data Protection Regulation is taken into account when engaging and using a subcontractor and to ensure that such subcontractors provide sufficient guarantees to implement appropriate technical and organizational measures in such a way that the Personal Data Processor's contract with the subcontractor complies with the applicable regulations.

## **11. Confidentiality**

The Personal Data Processor undertakes to process Personal Data and any other information relating to the Agreement in accordance with the prevailing legislation on confidentiality.

The Personal Data Processor shall ensure that all members of staff, consultants and others for whom the Personal Data Processor is responsible, and who process Personal Data have received information on how Personal Data may be processed.

The Personal Data Processor shall be responsible for informing the persons with access to the Personal Data on how the Personal Data may be processed pursuant to the Personal Data Controller's written instructions. The Personal Data Processor must also ensure an adequate access management.

## **12. Contacts**

The Parties shall each designate one contact person responsible for the cooperation between the Parties. Any changes in contact persons or contact details shall be communicated in writing to the other Party.

## **13. Rectification and erasure of personal data**

The Personal Data Processor shall undertake to rectify inaccurate or incomplete personal data without delay, following instructions from the Personal Data Controller. Following a written request from the Personal Data Controller that the Personal Data be erased, the Personal Data Processor may only process the Personal Data within the framework of the erasure process and shall undertake to erase the Personal Data without delay, and no later than within one hundred and twenty (120) days.

Upon termination of the Agreement, the Personal Data Processor shall, return or erase the Personal Data. The Personal Data Processor may, upon termination of the Agreement, only process the Personal Data within the framework of the erasure process and shall undertake to erase the Personal Data without delay and at the latest at the termination of the Agreement. If the Personal Data are to be returned, this must be done without delay and in a general and electronically exploitable format.

## **14. Miscellaneous**

The Parties may not transfer the obligations and/or rights associated with this Agreement to a third party without the prior written consent of the other Party.

## **15. Duration period**

This Agreement shall enter into force upon its signature by the Parties and remain in force for the period during which the Personal Data Processor processes the Personal Data pursuant to the Personal Data Controller's instructions.

Each Party shall be entitled to terminate the Agreement in writing in the event of termination of the Customer Agreement entered into between the Parties. A Party is entitled to terminate this Agreement with immediate effect if the counterparty:

- i) commits a material breach of the provisions of this Agreement and fails to remedy the breach within thirty (30) days of receipt of a written request thereto from the other Party; or
- ii) is declared bankrupt, enters into composition negotiations or is otherwise insolvent.

## **16. Disputes and applicable law**

16.1 This Agreement is governed by Swedish law.

16.2 In the event of a dispute arising from this Agreement, the Parties agree to initially make a concerted effort to first resolve the dispute through negotiations between the Parties at the executive level and reach an amicable settlement insofar as this is reasonable under the circumstances, before the Parties resort to settling the dispute by arbitration in accordance with Section 16.3.

16.3 Any dispute arising from this Agreement shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("the Institute"). The Institute's Rules for Expedited Arbitrations shall apply, unless the Institute, taking into account the complexity of the case, the value of the claim and other

circumstances, determines that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm.

## Annex 1

This Instruction relating to the Personal Data Processor Agreement between the Personal Data Controller and the Personal Data Processor.

As Personal Data Controller for the Processing of Personal Data under the Customer Agreement concluded by the Parties, the Personal Data Processor submits the following instruction for the Processing of Personal Data:

The definitions contained in the Personal Data Processor Agreement are also applicable to this instruction.

### 1. Purpose and background

After the entry into force of the General Data Protection Regulation on 25 May 2018, the Personal Data Processor may only process Personal Data from the Personal Data Controller in accordance with the Personal Data Controller's written instruction. This is also regulated in Section 4 of the Personal Data Processor Agreement concluded between the Parties. The purpose of this instruction is to provide the Personal Data Processor with instructions on how to process Personal Data under the responsibility of the Personal Data Controller.

### 2. Purpose and legal basis of the Personal Data processing

Specific, explicitly mentioned and legitimate purposes of the data collection must be given to ensure the lawfulness of the Personal Data collection. The collected Personal Data may not be further processed in a way that is incompatible with those purposes. The Personal Data Processor may process the Personal Data for the purposes laid down in the Customer Agreement, constituting the basis for the Personal Data processing, which the Personal Data Controller has concluded with the Personal Data Processor ('the Customer Agreement').

### 3. Personal Data that may be processed

The Personal Data Processor may only process Personal Data of data subjects, which are necessary to fulfil the obligations of the Personal Data Processor under the Customer Agreement concluded by the Parties, and, where appropriate, corresponding Personal Data of the registered contact person(s) or other contact persons who are natural persons. The Personal Data Processor may also process other Personal Data if this is required in order to fulfil the obligations of the Personal Data Processor under the Personal Data Processor Agreement.

#### **4. Categories of persons concerned by the processing**

The Personal Data processing shall only concern the data subjects of the Personal Data Processor, and where appropriate, the registered contact person(s) or other contact persons who are natural persons.

#### **5. Lawful processing of Personal Data**

The Personal Data Processor shall ensure the confidentiality of the Personal Data, and merely process data with a view to fulfil the duties of the Personal Data Controller vis-à-vis the data subject, in accordance with the instructions on Personal Data processing provided by the Personal Data Controller. Unless instructed by the Personal Data Controller to perform another processing operation, the Personal Data Processor shall only process the Personal Data of the Personal Data Controller in the ways specified below:

- Personal Data provided by the Personal Data Controller shall only be processed with a view to support the activities of the Personal Data Controller.
- Personal Data provided by the Personal Data Controller shall only be processed for internal use and administrative management purposes.
- The processing of the Personal Data shall be lawful and correct, and in compliance with good practices.

#### **6. Recipients to whom Personal Data may be submitted**

Personal Data processed by the Personal Data Processor may only be disclosed to:

- I. Authorised staff of the Personal Data Controller.
- II. Concerned data subjects.
- III. Subcontractors for whom the Personal Data Controller has, in writing, granted disclose.
- IV. Other companies within group of the Personal Data Processor in order to fulfil the Customer Agreement entered between the Parties.

#### **7. Provision of Personal Data to third countries**

Personal data processed by the Personal Data Processor may only be provided to Third Countries pursuant to the relevant provisions of the General Data Protection Regulation, the applicable regulations and the Personal Data Processor Agreement.

#### **8. Disposal of Personal Data**

Personal Data must not be stored longer than what is necessary with regard to the purposes of the processing. The Personal Data must subsequently be erased or made anonymous. The



Personal Data Processor should dispose of Personal Data in accordance with the provisions of the General Data Protection Regulation.

## **9. Safeguards**

The Personal Data Processor further undertakes to, at all times, take appropriate technical, physical, administrative and organisational measures to safeguard the Personal Data in accordance with the General Data Protection Regulation and with regard to:

- the sensitivity of the Personal Data;
- the specific risks associated with the processing of the Personal Data (e.g. accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data that have been transmitted by networks, stored or otherwise processed, especially when this may entail physical, material, and non-material damage);
- existing technical possibilities;
- the costs associated with the implementation of the operations.