

Data Processing Addendum

This Data Processing Addendum (“**DPA**”) is entered into as of the Addendum Effective Date and forms part of Cention’s (defined below) terms of service or other agreement by and between: Cention; and the undersigned customer of Cention (“**Customer**”) for Services (defined below) provided by Cention (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data (defined below). Each of Customer, Cention and any Cention Partners that is party to the Agreement may be referred to herein as a “party” and together as the “parties.”

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Customer Affiliates, if and to the extent Cention and/or any Cention Partners Processes Personal Data for which such Customer Affiliates qualify as a Data Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Customer Affiliates and the term “Cention” shall include Cention and Cention Partners.

In the course of providing the Services to Customer pursuant to the Agreement, Cention may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA

Customer will be deemed to have agreed to the Agreement and this DPA if continuing to use the Services on or after May 25, 2018. You may countersign this DPA for your own records by following the steps below:

1. This DPA consists of two parts: the main body of the DPA and Annex 1.
2. This DPA has been pre-signed on behalf of Cention.
3. To complete this DPA, Customer must complete the information and sign on page 8.
4. Send the completed and signed DPA to Cention by email, indicating the Customer’s legal name (as set out in the Agreement, if applicable), to legal@cention.com.

HOW THIS DPA APPLIES

If the Customer entity agreeing to this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, Cention is party to this DPA.

If the Customer entity agreeing to this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of Cention’s data contained in the Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

1.1. In this DPA the following terms shall have the meanings set out in this Paragraph 1.1, unless expressly stated otherwise:

“**Addendum Effective Date**” means the date on which Customer gets an acknowledgement email that we have received the signed and scanned copy as described above in “**How to execute this DPA**” or the parties otherwise agreed to this DPA in respect of the applicable Agreement, if such date is after 25 May 2018.

- (b) “**Adequate Country**” means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR.
- (c) “**Cention Partners**” means any companies which are controlled by Cention, and are Data Processors of any Customer Personal Data. For these purposes, “**control**” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (d) “**Anonymised Data**” means any Personal Data (including Customer Personal Data), which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Cention or any other party reasonably likely to receive or access that anonymised Personal Data.
- (e) “**Business Day**” means any day which is not a Saturday, Sunday or public holiday, and on which the banks are open for business, in Sweden.
- (f) “**Cessation Date**” has the meaning given in Paragraph 9.1.
- (g) “**Controller Data**” means any Personal Data Cention independently collects from a Data Subject or a third party for Processing or other legitimate business purposes in connection with Cention providing certain services to the Data Subject.
- (h) “**Customer Affiliates**” means any companies which are controlled by Customer, which control Customer or which are under common control with Customer and either: (i) are Data Controllers of any Customer Personal Data; and/or (ii) on whose behalf Cention and/or any Subprocessor otherwise processes any Customer Personal Data. For these purposes, “**control**” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (i) “**Customer Personal Data**” means any Personal Data Processed by or on behalf of Cention on behalf of Customer under the Agreement excluding any Controller Data.
- (j) “**Data Protection Laws**” means the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom (references to “**Articles**” or “**Chapters**” of the GDPR shall be construed accordingly).
- (k) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR.
- (l) “**Data Subject**” means the identified or identifiable natural person located in the European Economic Area to whom Customer Personal Data relates.
- (m) “**Delete**” means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and “**Deletion**” shall be construed accordingly.
- (n) “**Personnel**” means a person’s employees, agents, consultants or contractors.
- (o) “**Post-cessation Storage Period**” has the meaning given in Paragraph 9.2.
- (p) “**Restricted Country**” means a country or territory outside the European Economic Area that is not an Adequate Country.
- (q) “**Restricted Transfer**” means: (i) a transfer of Customer Personal Data from Customer to Cention in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from Cention to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR.
- (r) “**Services**” means those services and activities to be supplied to or carried out by or on behalf of Cention for Customer pursuant to the Agreement.
- (s) “**Standard Contractual Clauses**” means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Data Controllers established inside the European Economic Area to Data Processors established in Restricted Countries.
- (t) “**Subprocessor**” means any third party appointed by or on behalf of Cention to Process Customer Personal Data.

1.2. In this DPA:

- (a) the terms, “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**” (and its derivatives) and “**Supervisory Authority**” shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;
- (b) unless otherwise defined in this DPA, all capitalised terms shall have the meaning given to them in the Agreement; and
- (c) any reference to any statute, regulation or other legislation in this DPA shall be construed as meaning such statute, regulation or other legislation, together with any applicable judicial

or administrative interpretation thereof (including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority).

2. PROCESSING OF CUSTOMER PERSONAL DATA

2.1. In respect of Customer Personal Data, the parties acknowledge that:

- (a) Cention acts as a Data Processor; and
- (b) Customer acts as the Data Controller.

2.2. Cention shall:

- (a) comply with all applicable Data Protection Laws in Processing Customer Personal Data; and
- (b) not Process Customer Personal Data other than:
 - (i) on Customer's instructions (subject always to Paragraph 2.9); and
 - (ii) as required by applicable laws.

2.3. [Intentionally Omitted]

2.4. Customer instructs Cention to Process Customer Personal Data as necessary:

- (a) to provide the Services to Customer; and
- (b) to perform Cention's obligations and exercise Cention's rights under the Agreement.

2.5. Annex 1 (*Data Processing Details*) sets out certain information regarding Cention's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.

2.6. Customer may amend Annex 1 (*Data Processing Details*) on written notice to Cention from time to time as Customer reasonably considers necessary to meet any applicable requirements of Data Protection Laws.

2.7. Nothing in Annex 1 (*Data Processing Details*) (including as amended pursuant to Paragraph 2.6) confers any right or imposes any obligation on any party to this DPA.

2.8. Where Cention receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Cention shall inform Customer.

2.9. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Cention pursuant to or in connection with the Agreement:

(a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and

(b) (without limitation to the generality of Paragraph 2.7) shall not relate to the scope of, or otherwise materially change, the Services to be provided by Cention under the Agreement.

2.10. Notwithstanding anything to the contrary herein, Cention may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if Cention considers (in its reasonable discretion) that:

(a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or

(b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).

For the avoidance of doubt, this Paragraph 2.10 does not refer to the instructions set out in Paragraph 2.4.

2.11. Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Cention of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. CENTION PERSONNEL

3.1. Cention shall take reasonable steps to ensure the reliability of any Cention Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, Cention shall in relation to Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Cention shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

5. SUBPROCESSING

5.1. Customer authorises Cention to appoint Subprocessors in accordance with this Paragraph 5.

5.2. Cention may continue to use those Subprocessors already engaged by Cention as at the date of this DPA, subject to Cention meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.

5.3. Cention shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten business days of receipt of that notice, Customer notifies Cention in writing of any objections (on reasonable grounds) to the proposed appointment:

(a) Cention shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and

(b) where:

(i) such a change cannot be made within thirty days from Cention receipt of Customer's notice;

(ii) no commercially reasonable change is available; and/or

(iii) Customer declines to bear the cost of the proposed change,

either party may by written notice to the other party with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor.

5.4. With respect to each Subprocessor, Cention shall ensure that the arrangement between Cention and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA (including those set out in Paragraph 4).

6. DATA SUBJECT RIGHTS

6.1. Taking into account the nature of the Processing, Cention shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.

6.2. Cention shall:

(a) promptly notify Customer if Cention receives a Data Subject Request; and

(b) ensure that Cention does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws, in which case Cention shall to the extent permitted by applicable laws inform Customer of that legal requirement before Cention responds to the Data Subject Request.

7. PERSONAL DATA BREACH

7.1. Cention shall notify Customer without undue delay upon Cention becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Cention's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data

Breach to:

- (a) affected Data Subjects; or
- (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

7.2. Cention shall co-operate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

8.1. Cention shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities (as defined in the GDPR), which Customer reasonably considers to be required of Customer by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Cention.

9. DELETION OR RETURN OBLIGATIONS

9.1. Subject to Paragraphs 9.2 and 9.5, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), Cention shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

9.2. Subject to Paragraph 9.5, to the extent technically possible in the circumstances (as determined in Cention's sole discretion), on written request to Cention (to be made no later than twenty days after the Cessation Date (the "**Post-cessation Storage Period**")), Cention shall either (at Cention's option):

- (a) return a complete copy of all Customer Personal Data within Cention's possession to Customer by secure file transfer, promptly following which Cention shall Delete all other copies of such Customer Personal Data; or
- (b) Delete all Customer Personal Data then within Cention's possession.

9.3. Cention shall comply with any written request made pursuant to Paragraph 9.2 within thirty days of the Cessation Date.

9.4. In the event that during the Post-cessation Storage Period, Customer does not instruct Cention in writing to either Delete or return the Customer Personal Data pursuant to Paragraph 9.2, Cention shall promptly after the expiry of the Post-cessation Storage Period either (at its option):

- (a) Delete; or
- (b) irreversibly render Anonymised Data,

all Customer Personal Data then within Cention's possession to the fullest extent technically possible in the circumstances.

9.5. Cention and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that Cention and any such Subprocessor shall ensure:

- (a) the confidentiality of all such Customer Personal Data; and
- (b) that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.

9.6. If requested by Customer, Cention shall provide written certification to Customer that it has fully complied with its obligations under this Paragraph 9 without undue delay.

10. AUDIT RIGHTS

10.1. Cention shall make available to Customer on request such information as Cention (acting reasonably)

considers appropriate in the circumstances to demonstrate its compliance with this DPA.

10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Cention pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate Cention's compliance with this DPA, Cention shall allow for and contribute to audits, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Cention.

10.3. Customer shall give Cention reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than fifteen business days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Cention in respect of, any damage, injury or disruption to Cention's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Cention's other customers or the availability of Cention's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) in the course of any on-premise inspection.

10.4. Cention need not give access to its premises for the purposes of such an audit or inspection:

- (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
- (b) to any auditor whom Cention has not given its prior written approval (not to be unreasonably withheld);
- (c) unless the auditor enters into a non-disclosure agreement with Cention on terms acceptable to Cention;
- (d) where, and to the extent that, Cention considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Cention's other customers or the availability of Cention's services to such other customers;
- (e) outside normal business hours at those premises; or
- (f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out by Data Protection Law or a Supervisory Authority, where Customer has identified the relevant requirement in its notice to Cention of the audit or inspection.

10.5. The parties shall discuss and agree upon the costs, scope, timing, and duration of any inspection or audit to be carried out by or on behalf of Customer pursuant to Paragraph 10.2 in advance of such inspection or audit and, unless otherwise agreed in writing between the parties, Customer shall bear any third party costs in connection with such inspection or audit and reimburse Cention for all costs incurred by Cention and time spent by Cention (at Cention's then-current professional services rates) in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS

11.1. Subject to Paragraph 11.3, to the extent that any Processing by either Cention or any Subprocessor of

Customer Personal Data involves a Restricted Transfer, the parties agree that:

- (a) Customer – as “data exporter”; and
- (b) Cention or Subprocessor (as applicable) – as “data importer”,

shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.3.

11.2. In respect of any Standard Contractual Clauses entered into pursuant to Paragraph 11.1: (a) Clause 9 of such Standard Contractual Clauses shall be populated as follows:

“The Clauses shall be governed by the law of the Member State in which the data exporter is established.”

(b) Clause 11(3) of such Standard Contractual Clauses shall be populated as follows:

“The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.”

(c) Appendix 1 to such Standard Contractual Clauses shall be populated with the corresponding information set out in Annex 1 (*Data Processing Details*) ; and

(d) Appendix 2 to such Standard Contractual Clauses shall be populated as follows:

“The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 4 of the DPA.”

11.3. The Standard Contractual Clauses shall be deemed to come into effect under Paragraph 11.1 automatically upon the commencement of the relevant Restricted Transfer **provided that** Paragraph 11.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take place without breach of applicable Data Protection Laws.

12. ANONYMOUS DATA

12.1. Customer acknowledges and agrees that Cention shall be freely able to use and disclose Anonymised Data for Cention’s own business purposes without restriction.

13. CONTROLLER DATA

13.1. Customer acknowledges and agrees that (as between the parties) Cention shall be freely able to use and disclose (without restriction) the Controller Data for any such purposes as Cention may in its sole discretion determine.

13.2. To the extent that any Controller Data constitutes Personal Data for the purposes of the Data Protection Laws, Cention:

- (a) shall be an independent Data Controller in respect of such Controller Data;
- (b) may independently determine the purposes and means of its Processing of such Controller Data.

14. ORDER OF PRECEDENCE

14.1. This DPA shall be incorporated into and form part of the Master Subscription Agreement. 14.2. In the event of any conflict or inconsistency between:

- (a) this DPA and the Master Subscription Agreement, this DPA shall prevail; or
- (b) any Standard Contractual Clauses entered into pursuant to Paragraph 11 and this DPA, those Standard Contractual Clauses shall prevail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO DATA PROCESSING ADDENDUM]

This DPA has been entered into and become a binding and effective part of the Master Subscription Agreement with effect from the Addendum Effective Date.



Henrik Eriksson
Director
Cention Group
Date: 24th May 2018

Signed by
Printed name
Title
Company
Date

Annex 1 Data Processing Details

This Annex 1 to the DPA includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 12) to populate Appendix 1 to the Standard Contractual Clauses.

The nature and purpose of the Processing of Customer Personal Data

Cention will Process Customer Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the DPA.

The categories of Data Subjects to whom the Customer Personal Data relates

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers communication over different channels including but not limited to; Name, address, telephone number, email address
- Employees using the service provided, including but limited to; Name, email address

The types of Customer Personal Data to be Processed Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, personal life data, connection data or localization data (including IP addresses).

Special Categories of Personal Data (if any)

Customer may submit special categories of Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion. Such special categories of Personal Data include, but may not be limited to, Personal Data with information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or sex life.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Master Subscription Agreement and the DPA.