

# DATA PROCESSING AGREEMENT

## 1. General

- 1.1 This Data Processing Agreement forms an integral part of the agreement on Directory (the "**Agreement**") between the Supplier and the Customer.
- 1.2 Upon performance of the Agreement, the Supplier will Process Personal Data on behalf of the Customer in capacity of the Customer's data processor. The Customer is the data controller for the Processing of the Personal Data.
- 1.3 Should anyone else, either alone or jointly with the Customer, be the data controller(s) for the Personal Data, the Customer will inform the Supplier of this fact.
- 1.4 The purpose of this Data Processing Agreement is for the Customer and the Supplier to comply with from time to time applicable requirements under Data Protection Law with regard to data processing agreements and obligations and to maintain adequate safeguards in respect of personal integrity and fundamental rights of individuals in relation to transfers of Personal Data from the Customer to the Supplier or any other Processing of Personal Data performed within the scope of the services performed by the Supplier for the Customer under the Agreement.

## 2. Definitions

**"Processing"** means the legal definition of "processing" as applicable from time to time under Data Protection Law. At the time of the conclusion of the Agreement, Processing includes 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.

**"Data Protection Law"** means the from time to time applicable laws and regulations in respect of Processing of Personal Data, including but not limited to, the Swedish Personal Data Act (1998:204) [Sw. *personuppgiftslagen*] and from 25 May 2018, 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 repealing Directive 95/46/EC (the “**General Data Protection Regulation**”), replacing the Swedish Personal Data Act (1998:204) as well as Supervisory Authority’s binding decisions, regulations and recommendations and supplementary local adaptations and regulations in respect of data protection.

**”Customer”**

means the party defined as the Customer in the above and to the extent that the Customer enters into this Data Processing Agreement on behalf of other service recipients pursuant to the Agreement, where appropriate, including such service recipients unless otherwise is expressly set forth in this Data Processing Agreement or in the Agreement.

**”Supplier”**

means the party defined as the Supplier in the above.

**”Personal Data”**

means the personal data that the Supplier Processes on behalf of the Customer under this Data Processing Agreement. At the time of the conclusion of the Data Processing Agreement, “personal data” is defined as any information, which directly or indirectly relates to a natural person. However, the term “Personal Data”, shall have the meaning provided for under from time to time applicable legal definition under Data Protection Law.

**”Data Subject”**

means the natural person to whom Personal Data relates to.

**” Supervisory Authority”**

means the supervisory authority or supervisory authorities authorised to conduct supervision of Processing of Personal Data or considered to be the supervisory authority concerned under Data Protection Law.

**“Commencement Date”** means the commencement date of the General Data Protection Regulation, i.e. 25 May 2018.

**“Subprocessor”** means anyone Processing Personal Data as a subcontractor of the Supplier (including, but not limited to, companies within the Supplier’s group).

2.1 Any other terms or concepts used with a capitalized initial letter in this Data Processing Agreement shall, unless otherwise is expressly stated, have the meaning provided for under Data Protection Law and otherwise under the Agreement, unless the circumstances obviously require another order of interpretation.

### **3. Responsibility and Instruction**

3.1 The Personal Data Processed by the Supplier on behalf of the Customer are mainly Personal Data regarding contact details of the Customer’s contact persons, see [Appendix 1](#) (Instruction on Handling of Personal Data).

3.2 The Customer is the data controller of all Personal Data Processed by the Supplier on behalf of the Customer under the Agreement. The Customer is therefore responsible for compliance with Data Protection Law. In addition to the requirements directly applicable to the Supplier under Data Protection Law, the Supplier shall comply with Data Protection Law and applicable recommendations issued by Supervisory Authority which the Customer has informed the Supplier of and instructed the Supplier to follow. The Customer shall also on a regular basis inform the Supplier of third parties’, including the Supervisory Authority’s and Data Subjects’, activities as a consequence of the processing.

3.3 The Supplier and the person(s) working under the Supplier’s supervision, shall only be Processing Personal Data in accordance with the Customer’s documented instructions and for no other purposes than the purposes the Customer has contracted the Supplier for under the Agreement. Applicable instructions at the conclusion of the Data Processing Agreement are set out in [Appendix 1](#) (Instruction on Handling of Personal Data). In addition to the specific instructions set out in [Appendix 1](#) (Instruction on Handling of Personal Data), this Data Processing Agreement and the Agreement will be deemed as the Customer’s initial instructions to the Supplier with regard to Processing of Personal Data. The Customer shall immediately inform the Supplier of any changes which affect the Supplier’s obligations under this Data processing Agreement.

3.4 As of the Commencement Date, Processing may also be performed where Union or Member State law to which the Supplier or Subprocessor is subject to requires such Processing. Where Processing is required by Union or Member State law to

which the Supplier or Subprocessor is subject, the Supplier or the Subprocessor will inform the Customer of the legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest.

#### **4. Security etc.**

- 4.1 The Supplier will take the technical and organisational measures as required under Data Protection Law in order to ensure an appropriate level of security in relation to the risk and to protect the Personal Data that is Processed from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.
- 4.2 The Supplier shall perform the measures required to adhere to section 31 of the Swedish Personal Data Act (1998:204) or, as of the Commencement Date, the replacing Article 32 of the General Data Protection Regulation.
- 4.3 The Supplier shall, as of the Commencement Date, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing and the information available to the Supplier.

#### **5. Disclosure of Personal Data and Information**

- 5.1 The Supplier shall without delay forward to the Customer any request from a Data Subject, Supervisory authority or any other third party, regarding disclosure of data that the Supplier Processes on behalf of the Customer. The Supplier, or anyone working under the Supplier's supervision, may not disclose Personal Data, or information about the Processing of Personal Data, without this being included in an express and documented instruction from the Customer, unless such obligation is provided for under Data Protection Law.

#### **6. Request from Data Subjects**

- 6.1 As of the Commencement Date, the Supplier shall, taking into account the nature of the Processing, assist the Customer, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights in accordance with Data Protection Law, including but not limited to the right of Data Subjects to receive information (record extracts) and upon request by Data Subjects, rectify, block or erase Personal Data.
- 6.2 As of the Commencement Date, the Supplier shall ensure that the Customer can fulfil any obligation to enable data portability regarding Personal Data which the Supplier processes on behalf of the Customer.

## **7. Contact with the Supervisory Authority**

7.1 The Supplier shall inform the Customer of any contacts from the Supervisory Authority concerning the Processing of Personal Data on behalf of the Customer. The Supplier is not entitled to represent the Customer or act on the Customer's behalf towards the Supervisory Authority.

## **8. Subprocessors**

8.1 Personal Data may be Processed by a Subprocessor on behalf of the Customer provided that the Supplier enters into a written agreement or other legal act under Union law where the same obligations as set out in this Data Processing Agreement are imposed on the Subprocessor.

8.2 The Supplier will inform the Customer of any plans to assign new Subprocessors or replace any Subprocessors. The Customer has the right to object against such changes.

8.3 As of the Commencement Date, the Supplier is particularly responsible for ensuring compliance with Articles 28.2 and 28.4 of the General Data Protection Regulation when engaging Subprocessors, and ensuring that such a Subprocessor provides sufficient guarantees to implement appropriate technical and organisational measures, in such a manner that the Processing meets the requirements of the General Data Protection Regulation.

8.4 The Supplier shall on a regular basis provide the Customer with an accurate and up-to-date record regarding which Subprocessors are engaged for the Processing of Personal Data, contact information to Subprocessors and the geographic location of such Processing.

8.5 If a Subprocessor does not fulfil its obligations in terms of data protection, the Supplier shall be responsible for the performance of the Subprocessor's obligations in relation to the Customer.

## **9. Audits**

9.1 With effect from the Commencement Date, the Supplier shall make available to the Customer all information necessary to demonstrate that the obligations laid down in Article 28 of the Data Protection Regulation have been complied with within reasonable time following such request has been made by the Customer to the Supplier. This means, amongst others, that the Customer has, in the capacity of data controller, right to take necessary measures to verify that the Supplier can fulfil its obligations under this Data Processing Agreement and that the Supplier actually has taken measures to ensure this.

9.2 The Supplier shall make available to the Customer all information necessary to demonstrate the Supplier's compliance with the obligations laid down in this Data Processing Agreement, as well as allow for and contribute to audits,

including inspections, conducted by the Customer or another independent auditor mandated by the Customer and which the Supplier reasonably can accept.

- 9.3 In respect of the obligations laid down in this section 9, the Supplier will as from the Commencement Date immediately inform the Customer if the Supplier deems that an instruction is inconsistent with Data Protection Law.

## **10. Transfer of Personal Data outside the EU/EEA**

- 10.1 The Supplier and the Subprocessor may transfer Personal Data to a location outside of the EU/EEA provided that the transfer complies with from time to time applicable requirements for such transfer according to Data Protection Law.

## **11. Confidentiality**

- 11.1 The Supplier undertakes to ensure that persons authorised to Process the Personal Data have undertaken to observe confidentiality in relation to such Processing or are otherwise subject to an appropriate legal obligation of confidentiality.
- 11.2 The confidentiality undertaking remains in force during the term and following this Data Processor Agreement having ceased to be in force.

## **12. Compensation**

- 12.1 Unless otherwise agreed, upon the Customer's request for assistance in accordance with sections 4.3, 6 and 9, the Supplier shall be entitled to reasonable compensation. In such case, compensation shall be based on the Supplier's price list.

## **13. Liability**

- 13.1 If the Supplier, anyone working under the Supplier's supervision, or the Supplier's Subprocessor, Processes Personal Data in violation of this Data Processing Agreement or the Customer's lawful instructions, the Supplier shall, taking into account the limitations of liability and other conditions for liability following from the Agreement, compensate the Customer for the direct damage the Customer has incurred as a result of the incorrect Processing.

## **14. Term and Termination**

- 14.1 This Data Processing Agreement enters into force when duly signed and remains in force as long as the Supplier Processes Personal Data on behalf of the Customer.

14.2 Upon termination of the Agreement or this Data Processing Agreement (depending on which is first terminated), the Supplier shall, depending on the Customer's choice as notified to the Supplier, delete or return all Personal Data to the Customer and ensure that all Subprocessors do the same. The Supplier shall erase any existing copies unless storage of the Personal Data is required by EU law or applicable EU member state law..

## **15. Changes and Additions to the Data Processing Agreement**

15.1 If Data Protection Law changes during the term of this Data Processing Agreement, or if the Supervisory Authority issues guidelines, decisions or regulations concerning the application of Data Protection Law that have as a result that this Data Processing Agreement no longer meets the requirements for a data processing agreement pursuant to Data Protection Law, the Parties shall in good faith discuss necessary changes to this Data Processing Agreement in order to meet such new, amended or clarified requirements. Such changes enter into force in accordance with the Parties' written agreement, or in any event no later than prescribed by the Data Protection Law, or guidelines, decisions or regulations issued by the Supervisory Authority. The Supplier is entitled to reasonable compensation for any work, costs or expenditures caused by such changes.

15.2 Other changes and additions to this Data Processing Agreement must be made in writing and duly signed by both Parties, in order to be binding.

## **16. Miscellaneous**

16.1 What is otherwise provided under the Agreement shall also apply to the Supplier's Processing of Personal Data and obligations under this Data Processing Agreement. To avoid any misunderstanding; in the event of contradiction between the provisions of the Agreement and this Data Processing Agreement, the provisions of the Data Processing Agreement shall take precedence in relation to all Processing of Personal Data and nothing in the Agreement shall be considered to limit or change obligations under this Data Processing Agreement insofar that this would mean that a Party does not fulfil the requirements according to Data Protection Law.

16.2 Swedish law shall under all circumstances be applied to the Supplier's Processing of Personal Data according to the Data Processing Agreement.

16.3 Disputes arising in connection with this Data Processing Agreement shall be settled in accordance with the dispute resolution procedure set out in the Agreement.

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**Appendix 1 - Instructions on Handling of Personal Data**

The following instructions are applicable to handling of Personal Data for which the Customer is the data controller. In addition to what is already provided for under this Data Processing Agreement, the Supplier shall follow the instructions below:

**Processing of Personal Data**

<p><b>Purposes</b> Specify all purposes for which Personal Data will be Processed by the Supplier as the Customer’s data Processor.</p>	<p><i>The purpose of the Processing is to perform the service Directory.</i></p>
<p><b>Types of Personal Data</b> Specify the types of Personal Data that will be Processed by the Supplier as the Customer’s data processor.</p>	<p><i>Contact details, such as name, email address and telephone number.</i></p>
<p><b>Categories of Data Subjects</b> Specify all categories of Data Subjects who’s Personal Data will be Processed by the Supplier as the Customer’s data processor.</p>	<p><i>Customer’s employees.</i></p>
<p><b>Retention time</b> Specify the retention time of Personal Data stored by the Supplier.</p>	<p><i>Inactive Personal Data are erased annually.</i></p>
<p><b>Practical handling</b> Specify how the Processing will be performed.</p>	<p><i>See service description for Directory.</i></p>