

# DATA PROCESSING AGREEMENT

## 1. Parties

- (A) PayEx Suomi Oy, FO 2156811-3, PL 178 15101 Lahti (“**PayEx**”);
- (B) The company listed as the Customer on the front page of the Framework Agreement between PayEx and the Customer regarding the invoicing service and/or ledger service provided by PayEx to the Customer (“**Customer**”)

## 2. PayEx Commercial Part and Appendices

- 2.1** This Data Processing Agreement (“**DPA**”) consists of a PayEx Commercial Part and the listed Appendices and Annexes below, PayEx Commercial Part is defined as this DPA without Appendix 1 and Annexes (“**PayEx Commercial Part**”). In PayEx Commercial Part some specific sections are added, that do not directly or indirectly contradict the clauses in the Appendix 1 or prejudice the fundamental rights or freedoms of data subjects.

In this DPA PayEx and Customer have the roles described below:

Customer as the Controller when PayEx as the Processor processes Personal Data on behalf of Customer, regulated in this DPA including Appendix 1 with Annexes.

Appendix 1, Standard Contractual Clauses between controllers and processors under article 28 (7) GDPR (“**SCC**”)

Annexes applicable for Appendix 1:

- Annex I List of parties,
- Annex II Description of the processing
- Annex III Technical and organisational measures
- Annex IV List of sub-processors
- Annex V Controllers instruction to Processor

- 2.2** For clarification, PayEx is defined as PayEx and in the SCC (Appendix 1) as Processor. Customer is defined as Customer and in the SCC (Appendix 1) as Controller. The terms PayEx and Customer will be used in PayEx Commercial Part of the Data Processing Agreement.

### 3. Background

- 3.1 This DPA governs the rights and obligations with respect to the processing of Personal Data in connection with the Customer's use of PayEx services (as further detailed in section 3.2 below).
- 3.2 PayEx and Customer have entered into an Framework Agreement concerning invoicing service and/or ledger service (the "**Agreement**"). In conjunction with the provision of services under the Agreement, PayEx, as the Processor, will process Personal Data on behalf of Customer, as the Controller. To ensure that Personal Data at all times is Processed in accordance with Applicable Law, the Parties have agreed to execute this DPA.
- 3.3 In the event of conflicts between this DPA and the Agreement with regards to Processing Personal Data, this DPA shall prevail, unless explicitly stated otherwise below. In the event of a contradiction between Clauses in the SCC and the provisions of PayEx Commercial Part between the Parties, existing at the time when the Clauses in the SCC are agreed or entered into thereafter, the Clauses in the SCC shall prevail.
- 3.4 Where reference is made to PayEx, this shall also apply to each relevant PayEx Group company.

### 4. Definitions

<b>"Applicable Law"</b>	all legislation, ordinations and advice from Supervisory Authorities, applicable to the Parties (such as the General Data Protection Regulation (2016/679/EU) and local data protection regulations within the EU/EEA applicable for the Parties
<b>"Subprocessor"</b>	any Subprocessor Processing Personal Data engaged by PayEx to Process Personal Data for which the Customer is the Controller.
<b>"PayEx Group company"</b>	Any company within the PayEx Group (Swedbank PayEx Holding AB and its subsidiaries).
<b>"Party" and "Parties"</b>	"Parties" means PayEx and Customer jointly and "Party" means each of the Parties.

Where this DPA uses terms that are defined in General Data Protection Regulation (2016/679/EU), unless otherwise explicitly defined in this DPA, those terms shall have the same meaning as in the General Data Protection Regulation (2016/679/EU).

## **5. Obligations of PayEx**

### **5.1 General.**

- 5.1.1 PayEx undertakes to process Personal Data in accordance with Applicable Law, the Agreement and the Customer's instructions set forth in Appendix 1 and Annexes to this DPA.
- 5.1.2 If PayEx lacks the instructions necessary for the performance of its duties under the Agreement, PayEx shall inform Customer of this immediately and act in the best interests of Customer until the necessary instructions are provided. As a matter of form, it must be noted that Customer will always be deemed to have instructed PayEx to provide the service in the manner defined in the Agreement.
- 5.1.3 Changes in instructions and other changes in Appendix 1 and its Annexes will be communicated in writing and PayEx shall implement them within reasonable time. PayEx is entitled compensation to perform the changes in question to the extent such changes have caused new or increased costs of a material nature.
- 5.1.4 PayEx has appointed a Data Protection Officer who will ensure that the Personal Data is processed in accordance with PayEx routines and the Customer's instructions. Contact details to PayEx Data Protection Officer can be found in Appendix 1 Annex I of the DPA.
- 5.1.5 PayEx shall according to requirements in the General Data Protection Regulation maintain a record of all categories of Processing activities carried out under this DPA, containing:
  - a.) the name and contact details of PayEx and any Subprocessor(s), as well as the data protection officer;
  - b.) all the categories of Processing carried out on behalf of Customer;
  - c.) where applicable, transfers of Personal Data to a third country, including the identification of that third country and, where applicable, the documentation of suitable safeguards; and
  - d.) where possible, a general description of the technical and organisational security measures.
- 5.1.6 The records maintained by PayEx according to section 5.1.5 above shall be made available to Customer without delay, but in any case not later than within twelve (12) calendar days as from the respective request from Customer.

### **5.2 Audit rights**

- 5.2.1 In addition to any audit rights set forth in the Agreement and the SCC, Customer, by itself or by another auditor mandated by Customer, has the right to, at its own expense and with reasonable notice, carry out an audit, including inspection of, PayEx Processing of Personal Data under this DPA to ensure that it complies with the DPA, to the extent technically possible and reasonably can be deemed necessary. Such audits may be carried out once

per calendar year, unless where Customer undertaking an audit reasonably considers an additional audit necessary because of genuine concerns as to PayEx compliance with the DPA or in the event of a security breach that reasonably would raise such concerns. In the event of a request for an additional audit, Customer will communicate its reasons for the request, concerns and other relevant information when giving notice about the additional audit to PayEx.

- 5.2.2 PayEx will make available to Customer all information necessary to demonstrate compliance with the DPA.
- 5.2.3 PayEx will immediately inform Customer if, in its opinion, an instruction infringes Applicable Law.
- 5.2.4 Customer and any other auditor mandated by Customer undertake to keep secret any and all information disclosed to either of them during an audit and acknowledge that they will need to sign a non-disclosure agreement prior to the audit.
- 5.2.5 Any information regarding other customers of PayEx that may be considered a trade secret or that otherwise is subject to confidentiality by law or agreement, will be excluded from the audit and Customer will have no right to access, audit or inspect such information.
- 5.2.6 PayEx will provide Customer or another auditor mandated by Customer with the assistance that can be reasonably required to conduct an audit. PayEx is entitled to remuneration for such assistance to the extent such assistance has caused costs of a material nature.
- 5.2.7 Information that Customer or another auditor mandated by Customer collects during its audit under this DPA must be deleted by Customer as soon as it is no longer necessary for the purpose of the audit.
- 5.2.8 PayEx undertakes to allow and facilitate audits that the Supervisory Authorities or other parties are entitled to carry out under Applicable Law.

### **5.3 Incident management**

PayEx shall fulfil the requirement concerning incident management and notification of Personal Data Breach in this DPA, as further detailed in Appendix 1.

### **5.4 Support on request from Supervisory Authorities**

In accordance with Appendix 1, PayEx will provide Customer with relevant information that Customer is obliged to notify the Supervisory Authority or the data subjects of under Applicable Law. Customer will pay remuneration and compensation for any costs that PayEx may incur if its measures under this clause were taken because Customer did not comply with Applicable Law.

### **5.5 Subprocessors**

- 5.5.1 In addition to what is stated in Appendix 1 clause 7.7 the following shall apply between the Parties.

- 5.5.2 PayEx engaged Subprocessors, at the time of signing this DPA, are listed in Appendix 1 Annex IV. Any intended changes of that list are to be notified to Customer in accordance with paragraph 6.4 of this DPA.
- 5.5.3 Customer may object to potential, new Subprocessors, provided that the Customer has a justified reason not to approve the new Subprocessor. If the Customer wishes to object to a change of Subprocessor, such objection shall be in writing.

## **5.6 Transferring Personal Data outside the EU/EEA**

- 5.6.1 Transfer of Personal Data within the EU, EEA and to countries or organizations that the European Commission has decided ensures an adequate level of protection is permitted, provided that it is ensured that the Personal Data is adequately protected, i.e. by standard data protection clauses.
- 5.6.2 All other transfers outside of the EU/EEA that are not otherwise permitted under this section 5.6, are permitted provided that the transfer and the Processing thereafter is subject to appropriate safeguards as set forth under Clause 7.8 International transfer in Appendix 1.
- 5.6.3 PayEx may transfer Personal Data regardless of the Customer's instructions where PayEx is required to do so by EU or member state law to which PayEx is subject. In such an event, PayEx will inform Customer of that legal requirement before such transfer is made, unless that law prohibits such information on important grounds of public interest.

## **5.7 Indemnification and liability**

- 5.7.1 PayEx is liable for direct damages incurred by Customer as a result of PayEx Processing of Personal Data contrary to its obligations as a Processor under Applicable Law that specifically govern Processor liability, and if PayEx has exceeded or acted contrary to Customer's lawful instructions. PayEx liability is limited to the extent set forth in the Agreement or, where there is no such limitation of liability in the Agreement, to the amount exclusive of VAT and other taxes which PayEx has invoiced Customer during the preceding 12 months under the Agreement, unless caused by gross negligence or willful misconduct by PayEx.
- 5.7.2 If claims or administrative fines are directed against PayEx as a result of breach of this DPA or Applicable Law, PayEx shall without undue delay notify Customer thereof and take every reasonable measure to mitigate the damages resulting from the breach.

## **5.8 Confidentiality**

- 5.8.1 PayEx guarantees to Process and store Personal Data in strict confidence. In addition to what is stated in Clause 7.4 in Appendix 1, the following provisions 5.8.2--5.8.3 shall apply.
- 5.8.2 Subject to what is set forth in the DPA, the Agreement and Applicable Law, each Party undertakes not to disclose and keep confidential information

about Personal Data and the Processing of Personal Data under this DPA, and the contents of this DPA.

- 5.8.3 Notwithstanding the above, PayEx will ensure that persons authorized to process Personal Data (including but not limited to employees of PayEx) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality comparable to the terms of the DPA.

## **6. Term and changes of the DPA**

- 6.1 This DPA enters into force when duly signed by both Parties and it will remain in effect as long as PayEx obligations with respect to Processing of Personal Data for which the Customer is the Controller (or, where applicable, as assigned to PayEx) remain.
- 6.2 In case changes in Applicable Law, a final judgement causes another interpretation of Applicable Law, the services under the Agreement require changes to this DPA, or in the event of a material change in the ownership structure of Customer, the parties shall in good faith cooperate to update the DPA accordingly.
- 6.3 PayEx shall be entitled to give written notice of termination of this DPA and the Agreement, effective immediately or at any later date, in the event the parties cannot agree on a suitable change in the DPA due to changes in Applicable Law, a final judgment, if the services under the Agreement require changes to this DPA, or in the event of a material change in the ownership structure of Customer.
- 6.4 All notifications and other communication under this DPA must be in writing in Swedish or in English. PayEx will give notice to Customer in accordance with the Agreement or, where the notification is of general nature or where such notification concerns the list of Subprocessors, on a webpage designated for notifications under this DPA.

## **7. Disputes and applicable law**

This DPA shall be governed by and construed in accordance with the laws of Finland, excluding only its conflicts of law principles. Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Finland Chamber of Commerce. The Rules for Expedited Arbitrations shall apply, unless the Finland Chamber of Commerce in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the Finland Chamber of Commerce shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Helsinki. The language to be used in the arbitral proceedings shall be Swedish or English. The provisions regarding confidential information shall apply to the arbitration and all information presented,

This DPA has been drawn up in two original copies, of which the parties have taken one each.

Date:

PayEx: \_\_\_\_\_ Customer: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Clarification: \_\_\_\_\_ Clarification: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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