

Data processing agreement

BY AND BETWEEN

(1) Precis Digital AB, 556889-3324, Alströmergatan 20A, (the "Processor");

and

(2) Example company, XXXXXX-XXXX, Example address, (the "Controller").

The Processor and Controller are hereinafter also collectively referred to as (the "**Parties**") and individually as (a "**Party**").

1. Background

1.1 The Parties have on the 201X-XX-XX entered into an agreement, under which the Processor shall provide services related to online advertisement, by the use of online analysis and marketing platforms and tools, (the "**Services**") to the Controller (the "**Main Agreement**"). The Processor will under the Main Agreement process personal data on behalf of the Controller for the purposes explicitly instructed by the Controller.

1.2 All processing of personal data under this Data Processing Agreement (the "**Agreement**") shall up until May 25th, 2018 be in accordance with any national legislations, regulations etc. applicable to the processing of personal data. On May 25th, 2018 the Regulation (EU) 2016/697 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 ("**GDPR**") will come in force.

1.3. This Agreement constitutes an integral part of the Main Agreement, with the amendments and additions that follow from this Agreement.

2. Definitions

2.1 Besides the definitions provided in the text, these definitions shall have the following meaning:

a. **"Applicable Legislation"** refers up until May 25th, 2018, to any national legislations, regulations etc. applicable to the processing of personal data and Directive 95/46/EC, and thereafter GDPR as well as any national legislations, regulations etc. applicable to the processing of personal data.

b. **"Personal Data"** means all personal data that is being transferred, stored or in other ways processed by the Processor on behalf of the Controller under the Main Agreement. The Parties acknowledge and agree that anonymized personal data, whereby a data subject can not be identified, shall not be considered Personal Data under this Agreement.

c. **"Data Incident"** means a breach of security leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, and access to, personal data

d. **"Registered"** means those individuals whose personal data is Personal Data.

e. **"Subprocessors"** means third parties authorized under this Agreement to have access and process Personal Data in order to provide parts of the services under the Main Agreement, as well as any related technical support.

2.2 The terms "controller", "data subject", "personal data", "processing", "processor" and "supervisory authority" as used in this Agreement shall have the meanings as given in the GDPR.

2.3 Any reference to a legal framework, statute or other legislative enactment is a reference to it as amended or reenacted from time to time.

3. Purpose of processing

3.1 The purpose of the processing of Personal Data is to perform the Services under the Main Agreement.

4. Responsibilities of the controller

4.1 The Controller is responsible for determining the purposes and means for the processing of Personal Data. It is the Controller's responsibility to ensure that Personal Data have been lawfully collected and that the Registered have been correctly informed in accordance with Applicable Legislation.

4.2 The Controller shall only provide correct personal data to the Processor. The Controller shall notify the Processor without undue delay of any errors or irregularities that the Controller gains knowledge of in connection to the processing of Personal Data under the Agreement.

4.3 The Controller is responsible for

- a) ensuring legal basis, in accordance with Applicable Legislation, for the processing of Personal Data for the purposes provided under section 3;
- b) providing clear and complete instructions to the Processor for the processing of Personal Data, prior to the processing;
- c) not instructing the Processor to process Personal Data in a manner that would constitute a breach of Applicable Legislation;
- d) obtaining legally valid consents from Registered prior to commencing any processing of Personal Data, if such consents are required by Applicable Legislation;
- e) complying with the data subjects' rights in accordance with Applicable Legislation; and
- f) giving notice of Data Incidents to supervisory authority

4.4 The Controller shall without undue delay inform the Processor of any action taken by a Registered, supervisory authority or other third party in connection to the processing of Personal Data under the Main Agreement and this Agreement, which may affect the processing of Personal Data.

4.5 The Controller ensures that it will only provide Personal Data to the Processor that is necessary for the purpose of the processing.

5. Responsibilities of the Processor

5.1 The Processor shall process all Personal Data in accordance with Applicable Legislation and the written instructions from the Controller under the Main Agreement, this Agreement as well as any further instructions the Controller may provide.

5.2 The Controller shall in writing continuously instruct the Processor regarding the processing of Personal Data, whereby the Processor have the corresponding obligation to observe such lawful instructions.

5.3 Should the Processor

- a) be missing instructions,
- b) consider it necessary, in order to pursue its obligations under the Main Agreement and/or Applicable Legislation, to receive new or

complementary instructions, or

c) consider current instructions, according to the Processor's own assessment, be contrary to Applicable Legislation, the Processor shall, without undue delay, inform the Controller thereof and await further instructions from the Controller before pursuing any processing of Personal Data.

5.4 The Processor shall, without undue delay, correct, erase and/or block Personal Data in accordance with the Controller's instructions thereof.

Such measures shall always be carried out in accordance with Applicable Legislation. The Processor shall, upon request, assist the Controller in complying with the data subjects' rights as conferred by Applicable Legislation. Assistance shall be provided without undue delay, at latest within ten (10) working days, from the Controller's request.

5.5 The Processor shall, upon request, make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and in Applicable Legislation. The Processor shall allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. Such inspection and/or audit shall be performed with minimum interference and impact on the Processor's day to day operations. Any auditor mandated by the Controller, shall sign a confidentiality agreement in order to perform audits and/or inspections. The Controller shall bear all costs related to the audits.

6. Appropriate technical and organizational measures

6.1 In order to ensure a level of security appropriate to the risk, the Processor shall adopt appropriate technical and organizational measures, as set out in Applicable Legislation, as a minimum standard, within the scope of processing of Personal Data. Such measures shall in particular prevent destruction, accidental loss, alterations, blocking, unauthorized disclosure or access, copying, distribution or any other kind of unauthorized processing. The Processor shall upon request provide information on adopted measures.

6.2 The Processor shall allow for inspections required by supervisory authority. The Processor shall furthermore comply with any measures that a governmental authority may require under law to fulfill the safety requirements or personal data regulations under Applicable Legislation.

7. Confidentiality

7.1 The terms of confidentiality in accordance with the Main Agreement shall apply regarding the Personal Data processed under this Agreement.

8. Transfer of personal data

8.1 The Controller agrees that the Processor and/or its subcontractors (“**Subprocessors**”) may store and process Personal Data in a country outside the EU/EEA in which the Processor or its Subprocessors maintains facilities. In cases where Personal Data is stored and processed in a country/countries not ensuring an adequate level of personal data protection (“**Third Country**” or “**Third Countries**”), the Processor will enter into standard contractual clauses in accordance with relevant EU Commission Decision 2010/87/EU (repealing Decision 2002/16/EC) (“**Standard Contractual Clauses**”), or will adopt other similar documentation required by Applicable Legislation for the international transfer of Personal Data to ensure an adequate level of data protection.

9. Notifications

9.1 The Processor shall upon receiving knowledge of any Data Incidents occurred, without undue delay, give the Controller notice thereof. The notification shall include all information available to the Processor.

9.2 The Processor shall, to a reasonable extent, assist the Controller when complying with the obligations towards supervisory authority and/or Registered, as set forth in Applicable Legislation.

10. Contact with registered and supervisory authority

10.1 Should a Registered, supervisory authority or any other third party contact the Processor and request information regarding the processing of Personal Data, the Processor shall refer the request to the Controller and inform the Controller thereof. The Processor shall thereafter await further instructions.

10.2 Unless otherwise stated in this Agreement or in the Main Agreement, the Processor shall have no right or obligation to represent the Controller, or in any other way act on behalf of the Controller towards Registered, supervisory authority or any other third party.

11. Subprocessors

11.1 The Parties acknowledge and agree that the Processor may engage Subprocessors to process Personal Data provided that the Processor enters into a written agreement with the Subprocessors setting forth obligations at least as strict as the obligations of the Processor set out in this Agreement.

11.2 The Controller generally authorises the Processor's engagement of any other third party as Subprocessors.

12. Indemnification

12.1 If a Registered, supervisory authority or any other third party initiates any legal proceeding, brings a claim against the Processor or imposes any sanctions on the Processor, and the claim arises from

- a) the Processor's compliance with the Controller's instructions in accordance with the Main Agreement and/or this Agreement,
- b) the Controller's failure to comply with Applicable Legislation, or
- c) the Controller's breach of this Agreement the Controller shall indemnify and hold the Processor harmless. Damages may include, but is not limited to, claims raised by a Registered, a supervisory authority or any other third party.

13. Limitation of Liability

13.1 The Processor's aggregate liability under this Agreement shall not exceed fifty (50) % of the contractual value as agreed upon between the Parties under the Main Agreement. The Processor shall in no event be liable for operating losses, loss of income, consequential or other indirect damages or losses arising from the Processor's or Subprocessors' failure to comply with the Agreement, the Applicable Legislation or the Controller's documented instructions.

14. Term and termination

14.1 This Agreement shall be applicable for as long as the Main Agreement is in force between the Parties.

14.2 Upon termination of this Agreement, the Processor undertakes to return and/or destroy all data, as per the Controller's instructions.

14.3 By returning and/or destroying the data, depending on the instructions of the Controller, the Processor assures that the data cannot be restored.

14.4 Upon termination of this Agreement, the Controller shall ensure that the Processor no longer has access to Personal Data.

15. Governing law and dispute resolution

15.1 This Agreement shall be governed by the substantive law of Sweden.

15.2 Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be settled in accordance with the provisions for dispute resolution in the Main Agreement.

This Agreement has been executed in two original copies, where the parties have been provided with a copy each.

[Controller]

[Processor]

Date

Date

Place

Place

Firstname Lastname

Firstname Lastname

Example company

Precis Digital AB

Signature

Signature

Position

Position