



PERSONAL DATA PROCESSOR AGREEMENT

STOREGATE AB
Pirgatan 13, 374 35 Karlshamn

DATA PROCESSOR AGREEMENT

This personal data processor agreement (the "**Agreement**") is entered into this day between:

(1) Company ("**responsible**"): business reg.no:
Address:

(2) Storegate AB, org.nr 556623-6179, Pirgatan 13, 374 35 Karlshamn (the "**Processor**").

The Data controller and the Processor are hereinafter jointly referred to as the "**Parties**" and each as a "**Party**".

1. Background and purpose

- 1.1. The Parties have entered into an agreement for the provision of private hard disk space for storage over the Internet (the "**Master Agreement**") pursuant to which the Advisor shall provide certain services to the Responsible Party. In the context of the Main Agreement, the Processor will, in its capacity as a data processor, process certain personal data for which the Applicant is the data controller ("**Processing**").
- 1.2. The purpose of the Agreement is to ensure that the Processing is carried out in accordance with the General data protection regulation, the Controller's instructions and what has otherwise been agreed between the Parties.
- 1.3. In the event of any inconsistency between the provisions of this Agreement and the Main Agreement, this Agreement shall prevail.
- 1.4. This Agreement replaces all previous data processing agreements between the Parties.

2. Choice of law and definitions

- 2.1. GDPR shall apply to the Processing.
- 2.2. "**General data protection regulation**" means all applicable laws, regulations, ordinances and rules that apply to the processing of Personal Data, with supplementary provision to the EU Data Protection Regulation and 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 (General Data Protection Regulation) (GDPR).
- 2.3. Unless otherwise specified in this Agreement, terms used in this Agreement shall have the meaning given to them in the General data protection regulation. Capitalized terms that are not specifically defined in this Agreement shall have the same meaning as in the Main Agreement.

3. Commitments of the Data controller

- 3.1. In relation to the data subjects, the Controller is responsible for ensuring that the legal requirements for the Processing comply with the requirements of the General data protection regulation.
- 3.2. The Controller certifies that the Processing is consistent with the purposes for which the personal data covered by the Processing have been collected.
- 3.3. It is the Data controllers responsibility to ensure that the Processor is informed at all times of the Responsible Party's current instructions, such as those in Annex A and any other written instructions from the Responsible Party, regarding the Processing. In the event that the Data controller provides new instructions regarding the Processing that differ from those that accompany the services under the Main Agreement, and these instructions require more from the Processor and go beyond what is prescribed by General data protection regulation or the advice and statements of the Data Protection Authority, the Processor shall consider, but is under no obligation to accept, such instructions. If such additional instructions materially change the scope of the services performed by the Processor under the Main Agreement, the matter shall be dealt with in the first instance under the Main Agreement.
- 3.4. All instructions from the Data controller must be in writing or otherwise documented.

4. Commitments of the Processor

- 4.1. The Processor undertakes to process personal data only in the manner and/or for the purposes necessary to fulfil its obligations under the Main Agreement, this Agreement or in accordance with the documented instructions provided by the Data controller in Annex A in connection with the conclusion of the Agreement and which have been approved by the Processor. The Processor may also process personal data in order to provide any additional services requested by the Data controller from time to time.
- 4.2. Upon receipt of written instructions regarding the Processing from the Controller, such as those in Annex A, the Processor shall take appropriate steps within a reasonable time to ensure that the Processing is adapted in accordance with the instructions. The Processor shall not be liable for any ambiguity in such instructions, nor shall it be obliged to take any action beyond that expressly requested by the Data controller. For such measures relating to the Processing that are not expressly specified by the Data controller at the time of the conclusion of the Main Agreement and this Agreement, the Processor shall be entitled to request specific compensation, unless the new instructions are justified by requirements of General data protection regulation or agreed new services.
- 4.3. The Processor undertakes to ensure that any natural person carrying out work under its direction who has access to personal data is informed of the contents of this Agreement and processes the personal data only in accordance with the Agreement and the Controller's documented instructions.
- 4.4. The processor shall provide reasonable assistance to the controller by means of appropriate technical and organizational measures to the extent necessary for the controller to comply with its obligations to respond to requests from data subjects for access to records or rectification, blocking or erasure of personal data.

- 4.5. Without undue delay from the time it becomes aware of a personal data breach, the Processor shall notify the Controller in sufficient time to allow the Controller to comply with its obligation to notify the supervisory authority. Where applicable, Authorities may demonstrate whether the personal data breach is unlikely to pose a risk to the rights and freedoms of natural persons. The Processor shall, to the extent reasonably necessary, provide the data subject with the information necessary for the data subject to comply with its obligations regarding the notification of the personal data breach to the competent supervisory authority and, where applicable, information to data subjects about the personal data breach.
- 4.6. The Processor undertakes to assist, to the extent reasonably required, the Controller in carrying out data protection impact assessments and prior consultation and to assist in the investigation of any personal data breaches that occur with the competent supervisory authorities.
- 4.7. The Processor shall be entitled to reasonable compensation for work performed in relation to the undertakings in paragraph 4.6.

5. Transfer of personal data

5.1. Transfer to non-EU/EEA countries

- 5.1.1 The Processor undertakes not to transfer personal data outside the EU/EEA or to a partner or subcontractor within the EU/EEA that may be subject to the jurisdiction of a third country that does not meet the security level requirements of applicable Personal Data legislation without the prior written consent of the Controller.

5.2. Transfer to third parties

- 5.2.1. The Processor shall not disclose any personal data to third parties without the prior written consent of the Data controller, unless disclosure is required by applicable General data protection regulation or governmental decision. However, the Processor is always entitled to disclose personal data to a subcontractor in accordance with paragraph 6.1 below.

6. Engagement of Subcontractors

- 6.1. Subject to Processors commitment under clause 5.1.1 above, by signing this Agreement, Data controller agrees that the Processor may use Sub-processor for the performance of the Processing ("**Sub-processor**"). The transfer of personal data to Sub-processor is at the processors risk and does not entail any change in the division of responsibilities between Processor and Data controller. The Processor is responsible for the Sub-processor as for itself.
- 6.2. If the Processor engages a Sub-Processor for the performance of the Processing, the Processor undertakes to enter into a contract for the processing of personal data with the Sub-Processor, thereby imposing on the Sub-Processor the same obligations as are incumbent on the Processor under this Agreement. The Processor undertakes to inform the Data controller in writing before engaging the Sub-processor. Find sub-processors here: <https://www.storegate.com/en/privacy-policy/>

7. Technical and organisational security measures

- 7.1. The Processor shall take the technical and organisational measures required by the General data protection regulation to ensure a level of security appropriate to the risk, in particular in relation to the risks of unauthorized access, destruction and alteration of the personal data concerned by the processing. The Processor shall determine how to implement such measures in order to achieve the required level of protection, taking into account, inter alia, the applicable General data protection regulation, the nature of the Personal Data and the instructions of the Controller.
- 7.2. If the Data controller makes it likely that a new security measure is required or that an existing security measure needs to be adapted to meet legal requirements for an appropriate level of security or to comply with a decision of a public authority, the Parties shall discuss the implementation of such a measure or the modification of an existing security measure. The extension or addition of a security measure shall be subject to written agreement between the Parties. The Processor shall be entitled to specific compensation for security measures taken to the extent that they are not required by applicable General data protection regulation or go beyond normal security measures for the Service.

8. Privacy

The Processor undertakes not to disclose to third parties any information received by the Processor from the Data controller in its capacity as Processor or any information otherwise processed by the Processor in its capacity as processor of the Data controller. The Processor undertakes to ensure that the persons working under its direction are committed to confidentiality in accordance with this paragraph 8. However, confidentiality undertakings shall not apply to information which

- i. is generally known or comes to public knowledge otherwise than through a breach of this Agreement;
- ii. information that the Processor can demonstrate that the Processor had in its possession before the Processor received the information from the Data controller in connection with this Agreement;
- iii. information which the Processor lawfully obtains from third parties outside this contractual relationship without any restriction on the right of disclosure; or
- iv. information that the Party is legally obliged to provide due to mandatory legislation, court order or decision of another authority.

9. Audit and review

- 9.1. Data controller shall have the right, upon thirty (30) days' notice, at its own expense, to conduct audits (including inspections), itself or through a third party authorized by it ("**Auditor**"), to verify that the Processor is complying with this Agreement.
- 9.2. To the extent that the Processor can demonstrate that the Auditor appointed by the Data controller is in a competitive relationship with the Processor outside the scope of this Agreement and the conflict of interest cannot be expected to be resolved by the Auditor's confidentiality undertaking, the Data controller shall reasonably appoint another Auditor.
- 9.3. The Processor undertakes to provide the Data controller or the Auditor with access to the documentation necessary to demonstrate that the Processor has fulfilled its obligations under the Agreement and shall also otherwise assist the Data controller or the Auditor in carrying out the audit and inspection. Audits and inspections may be carried out during office hours, on weekdays between 9 a.m. and 4 p.m.

- 9.4. The Processor may grant the Auditor limited access to the premises of the Processor where the Processing is carried out. When conducting such site inspection, the Auditor shall comply with the reasonable work rules, safety requirements and other regulations of the Processor in force at the workplace and shall not interfere with the daily activities of the Processor. The Auditor shall not have access to such confidential information relating to the Processor's other clients or other personal data that is not processed within the scope of this Agreement.

10. Duration and termination of the contract

- 10.1. The agreement is valid from the date of signature by both Parties and for as long as the Processor processes personal data on behalf of the Data controller. Provisions on termination are contained in the Main Agreement.
- 10.2. Unless the Data controller expressly instructs the Processor to erase all personal data covered by the Processing from such systems used for the Processing upon termination of this Agreement and such procedure is not incompatible with applicable national or EU law, personal data shall be returned to the Processor at the latest upon termination or expiry of the Main Agreement.
- 10.3. The Processor undertakes to indemnify the Data controller in the event that the Data controller is liable to pay damages to a data subject under GDPR Article 82 if the processing of personal data on which the damages are based has been carried out by the Processor in breach of this Agreement. The Processor also undertakes to otherwise indemnify the Data controller in the event that the Data controller suffers damage as a result of the Assistant's processing of personal data in breach of this Agreement and GDPR Article 84.

11. Choice of law and dispute resolution

- 11.1. This Agreement is governed by Swedish law.
- 11.2. Disputes arising out of this Agreement shall be finally settled in accordance with the general courts, with the Stockholm District Court as the first instance.

Annex A

Instructions for processing personal data

In addition to what is stated in the Agreement, the instructions below shall apply and be observed by the Processor when processing personal data on behalf of the Data controller.

Purpose	The processing of personal data carried out by the Processor may only be carried out for the purpose of enabling the provision of the services set out in the Main Agreement, i.e. mainly for the purpose of providing private hard disk space from the Processor to the Data controller for storage via the Internet. The personal data may not be processed or used by the Processor for its own or any other purposes.
Types of treatments	The Processor may use the type of processing necessary to enable the provision of the services set out in the Main Agreement.
Types of personal data	The Processor may process all types of personal data transferred by the Data controller to the Processor under the Main Agreement.
Categories of data subjects	The Processor may process personal data relating to all types of data subjects transferred by the Responsible Party to the Processor under the Main Agreement.
Duration of treatment	The personal data shall be erased by the Processor upon termination of the Agreement in accordance with the terms of the Agreement. Personal data shall further be deleted by the Agency on a case-by-case basis in accordance with the instructions of the Data controller.
Place of treatment	Processing of personal data may only take place within the EU on infrastructure over which the Processor has direct or indirect (i.e. through approved Sub-processors) control.
Contact information for the Data Protection Officer	[insert]
Contact information for the Data Protection Officer	Storegate AB, Pirgatan 13, 374 35 Karlshamn, info@storegate.com Martin Källström, Pirgatan 13, 374 35 Karlshamn, dpo@storegate.com