

## PERSONAL DATA PROCESSOR AGREEMENT

(Appendix to General Terms and Conditions)

### 1 Background

- 1.1 The Parties have previously, or in conjunction with this Agreement, entered into an agreement regarding marketing services (“**Main Agreement**”). Pursuant to the undertakings following from the Main Agreement, Keybroker (“**Personal Data Processor**”) may process personal data on behalf of the Client, as described in [Appendix 1](#).
- 1.2 The Data Protection Law requires a written contract between a Personal Data Controller and a Personal Data Processor. Therefore, the Parties have entered this Agreement.

### 2 Definitions

- 2.1 “**Data Protection Law**” means the Data Protection Act (1998:204), EU’s General Data Protection Regulation 2016/67 (“**GDPR**”) as well as national laws and regulations that are decided in accordance with such legislation and that are directly applicable for the processing of personal data covered in this Agreement.
- 2.2 Expressions used in this Agreement, i.e. the data object, personal data, processing, personal data incident, etc. shall follow the definition given in the Data Protection Law.

### 3 General obligations of the Personal Data Controller

- 3.1 The Personal Data Controller shall be responsible for insuring that all the necessary provisions are taken when processing the Personal Data stemming out of the Agreement in order to comply with the General Data Protection Regulation, including but not limited to informing and obtain required consent from the data object.
- 3.2 The Personal Data Controller shall be responsible for ensuring that [Appendix 1](#) is correct and complete, and that the Personal Data Processor, when processing Personal Data in accordance with Appendix 1, meets the requirements of the Data Protection Legislation.

### 4 General obligations of the Personal Data Processor

- 4.1 The Personal Data Processor may process personal data to the extent necessary to fulfil its obligations in accordance with the Main Agreement and in accordance with the written instructions from the Personal Data Controller as described in this Agreement, unless otherwise stated by the Data Protection Legislation.
- 4.2 In the event the Personal Data Processor considers the necessary instructions to process the Personal Data in accordance with this Agreement missing, or considers that an instruction violates the Data Protection Legislation, the Personal Data Processor shall inform the Personal Data Controller and await further instructions from the Personal Data Controller. If the Personal Data Controller provides instructions that are not expressly

in accordance with this Agreement, the Personal Data Processor is entitled to compensation for cost and work performed arising from complying with such instructions such instruction.

- 4.3 The Personal Data Processor shall ensure that the persons who are authorised to process Personal Data covered by this Agreement sign a confidentiality undertaking or is subject to a relevant and suitable statutory confidentiality obligation and will process such Personal Data on the Personal Data Processor's instruction, unless otherwise required by the Data Protection Legislation.

## **5 Processor to the Personal Data Controller**

- 5.1 Having regard to the type of processing, the Personal Data Processor must, upon request from the Personal Data Controller, perform the appropriate technical and organizational measures, to the extent such is possible, so that the Personal Data Controller can perform its obligations to respond to requests from data subjects regarding their rights pursuant to Chapter III of GDPR.
- 5.2 The Personal Data Processor shall, when demanded, assist the Personal Data Controller and ensure that the obligations according to articles 32-36 in GDPR are fulfilled, considering the kind of processing and information that the Personal Data Processor has access to.
- 5.3 The Personal Data Processor is entitled to compensation for cost and work performed for such assistance and administration that the Personal Data Controller requires under this item 5.

## **6 Sub-processors and transfer of personal data**

- 6.1 The Personal Data Processor is entitled to retain sub-processors to perform the work of processing personal data under this Agreement and shall when requested inform the Personal Data Controller on which sub-processors are retained. If a sub-processor is retained, the Personal Data Processor shall enter a written agreement with such sub-processor in which it imposes corresponding obligations for the Personal Data Processor as set out in this Agreement
- 6.2 In the event of a sub-processor not fulfilling its obligations in regard to data protection, the Personal Data Processor is fully liable to the Personal Data Controller for the performance of such obligations.
- 6.3 The Personal Data Processor shall inform the Personal Data Controller on any plans to retain another sub-processor or replace a sub-processor, to give the Personal Data Controller the opportunity to object to such changes. If the Personal Data Collector objects to such changes, the Personal Data Processor is entitled to compensation for cost and work performed thereby.
- 6.4 If personal data is to be transferred to sub-processor in a country outside the EU/EEA, the Personal Data Processor shall ensure that the agreement with such sub-processor contains standardized data protection regulations or that such transfer is otherwise permitted under the Data Protection Act.

## **7 Security**

- 7.1 The Personal Data Processor shall take suitable technical and organisational measures to ensure that personal data are secure, taking into consideration the risk that the processing entails, especially when taking into account accidental or illegal destruction, loss or change or unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed. The security measures to be taken by the Personal Data Processor are stated in Appendix 1 and the Personal Data Controller confirms that they are sufficient to fulfil the Data Protection Legislation. If the Personal Data Controller requests a change in the security measures stated in Appendix 1, the Personal Data Processor is entitled to compensation for cost and work performed due to such a change.

## **8 Control**

- 8.1 The Personal Data Processor shall, at the request of and at the expense of the Personal Data Controller, (i) give access to all information necessary to confirm that the obligations of the Personal Data Processor in this Agreement are fulfilled and (ii) enable and contribute to audits, including inspections, notified well in advance by way of written notice and which are performed by the Personal Data Controller or by an auditor who has been authorized by the Personal Data Controller and whom is not a competitor to the Personal Data Processor.

## **9 Liability**

Each Party is liable for administrative sanctions imposed on the Party and which are intended to penalize the Party for its violation of the Data Protection Legislation. Otherwise the liability shall be limited in accordance with the terms and conditions in the Main Agreement.

## **10 Agreement period**

The Agreement applies from the date of the signing and for as long as the Personal Data Processor is processing personal data for the Personal Data Controller. Provisions for termination are set out in the Main Agreement.

## **11 Consequences of a termination of the Agreement**

Upon the termination of this Agreement, the Personal Data Processor shall on request and at the expense of the Personal Data Controller return all personal data to the Personal Data Controller. If such request is not submitted to the Personal Data Processor within ten (10) days of the termination of the Agreement, the Personal Data Processor is required to delete such personal data within a reasonable time, unless otherwise stipulated in mandatory legislation.

## **12 Other**

- 12.1 This Agreement is an integrated part of the Main Agreement. In the event of conflict between this Agreement and the Main Agreement, this Agreement shall take precedence.
- 12.2 The governing law and rules of dispute as recorded in the Main Agreement, shall apply for this Agreement.

**APPENDIX 1****DESCRIPTION OF PROCESSING PERSONAL DATA**

Keybroker will normally not process personal data to fulfil its Assignment towards the Client. The Assignment means that Keybroker has access to the advertising accounts of the Client on multiple platforms and networks. Normally this does not require processing of personal data.

In the event the Client shares personal data with Keybroker, such as data from the CRM-system, for marketing purposes, Keybroker needs to store and process such personal data for a shorter period to fulfil the Assignment for the Client.

**1. SUBJECT OF THE PROCESS AND TYPE OF PROCESS**

Service assignment within online marketing

**2. CATEGORIES OF REGISTERED**

Individuals reached by the marketing, Keybroker performs for the Client.

**3. CATEGORIES OF PERSONAL DATA**

CRM data such as contacts, e-mail addresses, phone numbers, addresses and geographical residence as provided by the Personal Data Controller.

Cookies in combination with other data can be considered to be personal data.

Other personal data that may occur in the work with the platforms and networks Keybroker utilize in accordance with the Assignment.

**4. PURPOSE OF THE PROCESS**

The purpose of the process is to fulfil an assignment within online marketing to maximise the Client's marketing.

**5. DURATION OF PROCESS**

Keybroker will process the necessary data during the time the Main Agreement is valid. At the termination of the cooperation Keybroker might need to save some of the data for a shorter period to ensure a good handover, to the extent of maximum 3 months.

**6. SAFETY MEASURES**

Policies and work routines are implemented. The main part of the Assignment for the Client is performed at Keybroker's office. The computer networks are administrated by Bluecom AB, that ensures safety protocols such as firewalls etc.

The network is password protected and encrypted by VPA/TKIP 3.0. Any changes in the OT systems are monitored and safety protocol are established.

If Keybroker has stored any personal data locally, Keybroker shall ensure that such personal data are deleted when Keybroker processed the data necessary to fulfil the Assignment. This will normally be a few days after receiving such personal data.

To protect the computers and other storage media that contains personal data from physical access of unauthorized person, they are locked into a safe when not in use.

Keybroker uses different services in the daily work, among others e-mail and cloud storage services. These are provided by named subcontractors, see item 7, Appendix 1. The active accounts always have a two-step verification activated.

Access to personal data are limited to tasks and roles, and are updated when changed and removed when the employee quits its employment. All employees are committed to confidentiality clause.

Keybroker shall ensure there are routines for deleting personal data regularly.

All security measures taken are monitored and will be continuously improved

## 7. APPROVED SUB-PROCESSORS

The following sub-processors are used for processing and storage of personal data.

### **Google**

Provides infra-structure for among other, e-mail through their business solution G Suite. More info: <https://cloud.google.com/security/gdpr/>

### **Dropbox**

Provides cloud storage of data. More info: <https://www.dropbox.com/security/GDPR>