

# DATA PROCESSING AGREEMENT

**Version 2021-07-01**

This Data Processing Agreement (DPA) has been entered between

The "Customer"

and

Assently AB, org. no. 556828-8442, registered at the address Holländargatan 20, 111 60 Stockholm, Sweden (the "Supplier").

## **1. Scope of the DPA and Definitions**

- 1.1 The Parties have entered into an "Agreement" pursuant to which the Supplier will provide "Services" for electronic signatures and identification, etc. and support for the Services to the Customer.
- 1.2 Pursuant to the Agreement, the Supplier acts as a data processor on behalf of the Customer who is the data controller.
- 1.3 "Data Protection Laws" mean all laws, rules and regulations that apply to or govern the processing of personal data from time to time including, but not limited to, the EU General Data Protection Regulation (EU) 2016/679 (the "GDPR"), supplementary laws and regulations to the GDPR and rules, regulations and binding decisions adopted by competent data protection supervisory authorities.
- 1.4 Non-capitalized terms and expressions used in the DPA, e.g. "personal data", "data subject", "processing", "third country" etc., shall be construed in accordance with the meaning given to them in the Data Protection Laws. The term "including" shall mean "including without limitation".

## **2. Processing of Personal data**

- 2.1 The Supplier shall process personal data only for the purposes of supplying Services to the Customer under the Agreement and in accordance with the written instructions provided by the Customer, as they are received by the use of the Services, by API-calls, or communication with the Supplier. The Supplier may not process or use personal data for any other purpose and shall not, by any act or omission, place the Customer in breach of the Data Protection Laws.
- 2.2 The type of personal data and categories of data subjects covered under this DPA is any personal data and any data subjects that the Customer use the Services for.

- 2.3 The Customer's initial written instructions are set out in the Agreement. The Supplier shall implement and follow any changes to written instructions from the Customer that are necessary for the Customer or the Supplier to fulfill applicable laws, including Data Protection Laws. Any other changes to the written instructions shall be agreed upon between the Parties in writing. The Supplier's right to compensation in case of changed instructions are set out in Clause 6.
- 2.4 The Supplier shall only transfer personal data to a third country pursuant to Data Protection Laws.
- 2.5 If the Supplier considers an instruction from the Customer to be in violation of the Data Protection Laws or a third country legislation, which the Supplier is subject to, the Supplier shall immediately inform the Customer in writing about this.

### **3. The Supplier's general obligations**

- 3.1 The Supplier must immediately notify the Customer in writing regarding events, which impedes the Supplier's current or future ability to perform the processing of personal data in accordance with the DPA or Data Protection Laws. If the Supplier has not within five days after such notice remedied its inability, the Customer shall be entitled to, in whole or in part, terminate the Agreement and the DPA, such termination to take effect at a date set out by the Customer but never longer than six months after the termination notice has been sent.
- 3.2 The Supplier must ensure that all persons processing personal data under the DPA have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The Supplier shall also ensure that access to the personal data processed under the DPA is limited to such individuals who need access to the personal data in order for the Supplier to fulfil its obligations under the Agreement or the DPA.
- 3.3 The Supplier shall implement appropriate technical and organizational security measures in accordance with the Data Protection Laws and written instructions provided by the Customer.
  - (i) to prevent that personal data processed is (i) accidentally or unlawfully destroyed, lost or altered, (ii) disclosed or made available without authorization, or (iii) otherwise processed in violation of applicable laws, including Data Protection Laws; and
  - (ii) such measures must be determined with due regard to (i) the state of the art, (ii) the cost of their implementation, and (iii) the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 3.4 The Supplier must without undue delay after becoming aware of the facts in writing notify the Customer about:
  - (i) any request for access to personal data received directly from data subjects or request for disclosure of personal data processed under the DPA by third parties or authorities, unless the Supplier is expressly prohibited to provide such information under EU law or EU member state law,

(ii) any finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Supplier under the DPA, or (b) other failure to comply with the Supplier's obligations under the DPA.

- 3.5 The Supplier must promptly assist the Customer with the handling of any requests from data subjects, including requests for access, rectification, blocking restriction, erasure, data portability or the exercising of other rights of the data subjects under Data Protection Laws. The Supplier shall also assist the Customer by implementing appropriate technical and organizational measures, for the fulfilment of the Customer's obligation to respond to such requests.
- 3.6 The Supplier must assist the Customer with meeting all other obligations that may be incumbent on the Customer according to Data Protection Laws where the assistance of the Supplier is necessary for the Customer to comply with its obligations, including obligations regarding security of processing, personal data breaches, data protection impact assessment and consultations with supervisory authorities.

#### **4. Sub-processors**

- 4.1 The Customer authorizes the Supplier to use sub-processors to process personal data covered by this DPA, listed on <https://assently.com/privacy/sub-processors/>. The Supplier shall, at least 45 days in advance, notify the Customer in writing of any intended changes concerning the addition or replacement of such other sub-processors and shall give the Customer the opportunity to object to such changes. If the Customer has not objected within 30 days after receiving such notice, the sub-processor shall be considered to be approved.
- 4.2 Prior to the engagement of a sub-processor, the Supplier shall conclude a written data processor agreement with the sub-processor, in which at least the same data protection obligations as set out in the DPA shall be imposed on that other processor. The Supplier shall also ensure that the sub-processor has provided sufficient guarantees to implement appropriate technical and organizational measures in such a manner that its processing will meet the requirements of Data Protection Laws.
- 4.3 The Supplier shall remain fully liable to the Customer for any sub-processor's processing of personal data covered by the DPA.

#### **5. Audits**

- 5.1 The Supplier undertakes to document and keep updated the measures taken by the Supplier (or sub-processor) to fulfill its obligations under the DPA and Data Protection Laws. The supplier shall see to it that any sub-processors undertake to do the same.
- 5.2 The Supplier shall upon request provide the Customer with all information necessary to demonstrate compliance with the Supplier's obligations under the DPA.

- 5.3 The Customer is entitled to, at its own cost, either on its own or through an independent third party, conduct audits, including physical inspections, to verify the Supplier's fulfillment of the DPA and Data Protection Laws, including implementation of appropriate technical and organizational measures. The Supplier shall also accept such audits from authorized data protection authorities.
- 5.4 The Supplier shall grant the persons conducting the audit access to any documentation, facilities, IT systems and other information or material necessary to fulfill the purpose of the audit. Anyone carrying out the audits shall have accepted appropriate confidentiality undertakings.

## **6. Compensation**

- 6.1 Unless otherwise is set forth herein, the Supplier shall not be entitled to any compensation for processing personal data or otherwise fulfilling its obligations under the DPA.
- 6.2 In case of changed instructions under Clause 2.2, the Customer shall compensate the Supplier for reasonable and documented increased costs as a result of the changed instructions, provided however that
  - (i) the changed instructions are specific for the Customer and does not follow from general requirements on the Services provided by the Supplier under the Agreement, such as changed legislation or market practice, and that
  - (ii) the Supplier, in writing, notifies the Customer of the cost increases, no later than three months after the Customer has issued the changed instruction.

## **7. Liability**

- 7.1 Each Party shall be liable for any fines imposed on it by supervisory authorities that are intended to punish that Party for its violations of Data Protection Laws.
- 7.2 Further, each Party shall be liable to data subjects for damages it causes by any breach of its obligations under Data protection Laws or this DPA. A Party being subject to a claim for damages from data subjects and where it is likely that such damages have been caused by the other Party shall, to be entitled to forward any part of the damages to the other Party, without undue delay notify the other Party about the claim in writing and shall allow the other Party, at its own cost, to participate in the defense against the claims.
- 7.3 It is specifically agreed, that any limitations of liability agreed elsewhere between the Customer and the Supplier shall also apply to this DPA.

## **8. Prior data processor agreements**

- 8.1 The DPA shall replace any other written or oral agreements between the Parties regarding processing of personal data under the Agreement.

## **9. Term and termination of the DPA**

- 9.1 The DPA enters into force when the Agreement enters into force and terminates when the Agreement terminates.
- 9.2 Regardless of the term of the Agreement, the DPA is in force as long as the Supplier processes personal data, for which the Customer is data controller.
- 9.3 On the Customer's request the Supplier shall immediately transfer or delete personal data, which the Supplier is processing for the Customer, unless EU law or EU member state law requires storage of personal data.