

Data Processing Agreement

Last updated: 19 January 2023

This data processing agreement ("DPA") is entered between the Client (the "Company") and Momang AB (the "Data Processor").

(the "Company")

And

Momang AB
Org nr: 559296-1493
Barnhusgatan 3
112 23 Stockholm Sweden

(the "Data Processor")

(together as the "Parties")

WHEREAS

- (A) The Company acts as a Data Controller.
- (B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
- (C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement;

1.1.2 "Company Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of the Company;

1.1.3 "Contracted Processor" means a Subprocessor;

1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 "Subprocessor" shall mean a third party appointed by the Processor to process Personal Data on behalf of the Company;

1.1.10. "Standard Contractual Clauses" means (i) the EU standard contractual clauses as adopted by the European Commission decision 2021/914 of 4 June 2021; (ii) to the extent applicable, any future European Commission decision amending or replacing this decision; or (iii) during any grace period granted under such applicable decision, the previous version thereof.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 only process the Personal Data and other data of the Company in accordance with this DPA and according to the instructions of the Controller.

2.2 The Company instructs Processor to process Company Personal Data.

2.3 The Processor shall not be obliged to verify whether any instruction given by the Controller complies with Data Protection Laws, as the Controller is responsible for such compliance verification of its instructions.

2.4 In the event that the Processor, in its opinion, lacks the necessary instructions in order to fulfil this DPA the Processor shall, without undue delay, notify the Controller thereof and wait for new correct instructions. The Processor has the right to, without liability, cease the processing during the time the Processor awaits the new correct instructions.

2.5 The Controller is responsible for complying with its obligations under Applicable Laws, for example having obtained the necessary consents for the processing of Company Personal Data. The Controller is responsible for drafting a privacy policy and informing the data subjects. The Controller is responsible for ensuring that the Company Personal Data delivered to the Processor is accurate and up to date.

3. Subprocessing

The Processor has the right to use Subprocessors for the processing of Company Personal Data provided by the Company. The Subprocessors used must protect the data according to Data Protection Laws.

We use subprocessors, including but not limited to Amazon Web Services and OpenAI.

4. Processor Personnel

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to Company Personal Data shall undertake professional or statutory obligations of confidentiality and not use or disclose the data except what is necessary to provide the service.

5. Security

The Processor shall, in accordance with article 32 of the GDPR, implement the appropriate technical and organizational measures to protect the Company Personal Data of the Controller, taking into account all the risks of processing. When organizing the security measures, the available technology and the cost of implementation shall be assessed in relation to the special risks of the processing at hand and the sensitivity of the Company Personal Data processed.

The Controller shall be obligated to ensure that the Processor is informed of all the circumstances concerning the Company Personal Data the Controller has delivered which can affect the technical and organizational measures that the Processor shall implement pursuant to this DPA.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data, delete and procure the deletion of all copies of those Company Personal Data.

9.2 Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the cessation date.

10. Audit rights

10.1 The Controller or an auditor authorized by the Controller and accepted by the Processor shall have the right to, upon thirty (30) days' advance written notice to the Processor, verify that the Processor complies with this DPA, through review of the Processor's policies, procedures and documentation, solely as they relate to compliance with this DPA.

10.2 Such audits may only be (i) conducted during the Processor's regular business hours so as not to cause disruption to the Processor's business; (ii) conducted by a party who is subject to a confidentiality agreement with Processor; (iii) performed in accordance with Processor's security requirements, and (iv) carried out in a way that does not impede the obligations of the Processor or its Contracted Processors with regard to third parties.

10.3 The Controller shall be responsible for all costs associated with the audit, including the Processor's internal expenses, unless the audit evidences a significant material breach by the Processor of its obligations under this DPA that is not cured within a period of sixty (60) days.

11. Data Transfer

The Processor and its Contracted Processors may process personal data outside the EU/EEA area, provided that the Processor ensures that the transfer: is based upon an adequacy decision published by the European Commission, that Standard Contractual Clauses will apply to the processing or that the processing is otherwise allowed under Data Protection Laws.

12. General Terms

Confidentiality. Each Party must keep this Agreement and information it receives about the other Party, its business and its trade secrets in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of Sweden.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of District court of Stockholm, subject to possible appeal to Svea court of appeal.