



## PREVAS PARTNER PERSONAL DATA SUB-PROCESSING AGREEMENT ("Sub-DPA")

### 1 INTRODUCTION

The Parties have entered into an agreement regarding certain services (the "**Main Agreement**"). Prevas AB, ("**Prevas**") processes certain Personal Data (as defined in clause 2), on behalf of its customers who are the data controllers (each a "**Controller**") of such data, which it wishes to provide to the the Supplier (or similar definition set out in the Main Agreement) for sub-processing in accordance with the Main Agreement and, in particular, with the terms set out herein.

### 2 DEFINITIONS

Unless the circumstances clearly dictate otherwise, to the extent any Data Protection Laws (as defined below) contain terms corresponding to those used in this Sub-DPA, such terms shall be interpreted and applied in accordance with the Data Protection Laws.

"**Data Protection Laws**" means all data protection laws applicable to the Processing of Personal Data under this Sub-DPA, including: (i) local, state, national, and/or foreign laws, treaties, and/or regulations; (ii) EU Data Protection Laws (up to 25 May 2018, the Data Protection Directive 95/46/EC and thereafter, from 25 May 2018 onwards, the General Data Protection Regulation 2016/679/EU); and (iii) implementations of EU Data Protection Laws into national law.

"**Data Subject**" means the natural person to whom the Personal Data relates.

"**Data Subject Request**" means any Data Subject's request for access, correction, deletion or restriction of its Personal Data.

"**EEA**" means the European Economic Area.

"**EU**" means the European Union.

"**Personal Data**" means all kinds of information that directly or indirectly may be attributable to a natural person who is alive.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Processed Personal Data.

"**Processing**", "**Processed**" or "**Process**" means any operation or set of operations regarding Personal Data, whether or not it occurs by automatic means, including but not limited to collection, recording, organisation, storage, adaptation or alteration, retrieval, gathering, use, disclosure by transmission, dissemination, or otherwise making information available, alignment or combination, blocking, erasure, or destruction.

### 3 PROCESSING OF PERSONAL DATA

3.1 The Supplier undertakes to Process Personal Data only in accordance with the documented instructions from Prevas, unless otherwise provided by applicable Data Protection Laws. This Sub-DPA and Specification of the Processing of Personal Data for Prevas Partners in Conjunction with Services set out Prevas' initial instructions to the Supplier about the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects.

3.2 The Supplier shall without undue delay inform Prevas if the instructions provided, in its opinion, are in violation of applicable Data Protection Laws.

3.3 The Supplier shall to the extent required by Data Protection Laws and in accordance with Prevas' instructions provide assistance to Prevas in ensuring compliance with the obligations of Prevas under applicable Data Protection Laws.

3.4 The Supplier shall not receive any compensation for measures which it takes in respect of Processing of Personal Data in accordance with the Sub-DPA, nor shall the Supplier be entitled to any compensation for any additional costs due to amendments in Data Protection Laws or in the application of them.

#### **4 SECURITY AND CONFIDENTIALITY**

4.1 The Supplier is obliged to fulfill its legal obligations regarding data protection under Data Protection Laws and shall in all cases take appropriate technical and organizational measures to protect the Personal Data being Processed.

4.2 The Supplier shall ensure that only such personnel who directly need access to Personal Data in order to fulfill the Supplier's obligations under this Sub-DPA and the Main Agreement has access to such data. The Supplier shall ensure that such personnel are subject to appropriate means of confidentiality.

4.3 The Supplier shall protect the Personal Data against destruction, modification, unauthorised dissemination, unauthorised access, and each and every other type of unauthorised Processing. This means for example that the Supplier undertakes, during the term of this Sub-DPA and thereafter: (i) not to disclose Personal Data Processed on behalf of Prevas to any third party other than its directors, officers, employees, and other representatives who need to be given access to Prevas' Personal Data for the fulfilment of the Supplier's obligations under the Main Agreement and this Sub-DPA; and (ii) to ensure that the Personal Data is Processed only to the extent

required to fulfil such obligations and for no other purpose.

#### **5 SUPERVISION AND AUDIT**

5.1 Prevas shall be given the opportunity to: (i) perform audits of the Supplier and be provided with the assistance needed from the Supplier in order to establish that the Supplier's Processing is in accordance with the Sub-DPA; and (ii) be provided with all available information regarding the Processing which is necessary in order for Prevas to fulfil its obligations under Data Protection Laws. Prevas may perform said audits of the Supplier itself or by mandating a Controller or a third-party auditor.

5.2 The cost of an audit shall be borne by Prevas. However, the Supplier shall bear the costs for its necessary assistance in connection to such an audit. Further, in case an audit demonstrates any non-compliance, which is not insignificant, with the terms of this Sub-DPA, the Supplier shall compensate Prevas for its costs for performing the audit.

5.3 In the event Prevas believes that the Supplier's Processing of Personal Data does not comply with this Sub-DPA in any respect, the Supplier shall immediately comply with any instructions given by Prevas to ensure that the Supplier performs its undertakings pursuant to the Sub-DPA.

#### **6 SUB-PROCESSORS**

6.1 The Supplier shall not be entitled to engage sub-processors to perform any Processing of Personal Data under the Sub-DPA without having first obtained Prevas' prior written approval. In the event Prevas has provided such written approval, the Supplier shall ensure that any such sub-processor enters into a written Personal Data Processing agreement with the Supplier before the sub-processor commences Processing of Personal Data on behalf of Prevas. Such Personal Data Processing agreement shall impose on the sub-processor, at a minimum, the

undertakings and obligations of the Supplier under this Sub-DPA. The Supplier shall be liable for the acts and omissions of any sub-processors to the same extent as if the acts or omissions were performed by the Supplier.

6.2 If the Supplier intends to appoint a new sub-processor or replace an existing sub-processor to process personal data covered by this Sub-DPA, the Supplier shall inform Prevas of this in advance and give Prevas the opportunity to object to such changes. The Supplier shall provide Prevas with all information that Prevas may reasonably request to assess whether the appointment of the proposed sub-processor complies with Prevas's obligations under this Sub-DPA and Applicable Data Protection Laws. If, in accordance with Prevas's justifiable opinion, compliance with these obligations is not possible through the proposed sub-processor but the sub-processor is appointed by the Supplier, Prevas is entitled to terminate the Main Agreement and this Sub-DPA at no extra cost. If the objection is not justified, Prevas is not entitled to terminate the Main Agreement or this Sub-DPA.

6.3 If Personal Data is transferred to or made available from outside EU/EEA the Supplier shall ensure that the transfer is subject to appropriate safeguards under Data Protection Laws, such as standard data protection clauses adopted by the EU Commission. Prevas hereby authorizes the Supplier to enter into such standard data protection clauses with sub-processors on behalf of Prevas.

6.4 The Supplier shall, at all times, maintain a correct and updated list of all sub-processors engaged for Processing of Personal Data and their contact information.

## **7 REQUESTS FROM DATA SUBJECTS AND PUBLIC AUTHORITIES**

7.1 If the Supplier receives a Data Subject Request, the Supplier shall without undue delay redirect the Data Subject to Prevas. Further, in case any other third party requests information from the Supplier in respect of Processing of Personal Data belonging to Prevas, the Supplier shall refer any such third party to Prevas.

7.2 The Supplier shall provide such assistance to Prevas which is necessary to enable Prevas to fulfil its obligations towards the Data Subjects under Data Protection Laws.

7.3 The Supplier shall ensure that Prevas may extract Personal Data promptly, however under no circumstances later than seven (7) days after Prevas' request thereof, to enable Prevas to meet its obligations under applicable Data Protection Laws with respect to provision of Personal Data to a Data Subject who makes a data portability request under Data Protection Laws or to another third person to which the Data Subjects requests that the Personal Data is provided.

7.4 If a competent authority requests information from the Supplier regarding the Processing of Personal Data, the Supplier shall inform Prevas thereof without undue delay. The Supplier may not act in any way on behalf of Prevas or as its agent and may not transfer or otherwise disclose Personal Data or other information relating to the Processing of Personal Data to third parties without the prior consent of Prevas, unless it is required by applicable law or pursuant to a non-appealable decision by a competent court or authority.

## **8 PERSONAL DATA BREACH**

8.1 The Supplier shall notify Prevas promptly after having become aware of any actual or suspected Personal Data Breach

affecting Personal Data Processed by the Supplier under this Sub-DPA.

8.2 The Supplier shall assist Prevas with the information held by the Supplier and reasonably required to fulfil Prevas' obligation to report the Personal Data Breach.

## **9 LIABILITY**

9.1 The Supplier shall promptly notify Prevas if the Supplier notices that Personal Data has been Processed contrary to Prevas' instructions or otherwise in breach of this Sub-DPA. If such notification is not given in accordance with the foregoing, the Supplier shall be obliged to compensate Prevas for any additional costs which Prevas incurs and which Prevas could have avoided had it received such notification in time.

9.2 The Supplier shall indemnify and hold Prevas harmless from any costs, fines, losses and damages incurred by Prevas as a result of the Supplier's breach of this Sub-DPA, including but not limited to costs incurred in connection to the provision of notifications of a Personal Data Breach to public authorities and to Data Subjects, governmental fines or penalties imposed by a public authority and compensation in the form of damages to Data Subjects who has suffered a material or non-material damage as a result of the Supplier's breach. The Supplier's obligation to indemnify Prevas in accordance with this clause 9.2 shall apply notwithstanding any provisions in the Main Agreement regarding limitation of the Supplier's liability.

9.3 The Supplier shall promptly notify Prevas in case the Supplier becomes aware of any claim or anticipated claim with respect to the Processing of Personal Data pursuant to this Sub-DPA.

9.4 The remedies set out in this clause 9 shall be in addition to any remedies of Prevas under the Main Agreement.

## **10 TERM OF THIS SUB-DPA**

This Sub-DPA shall apply from the date of execution of the Main Agreement by both Parties (or from the date when an amendment to the Main Agreement incorporating this Sub-DPA is executed by both Parties, as the case may be) and until such time that the Supplier ceases to Process Personal Data on behalf of Prevas.

## **11 MEASURES UPON TERMINATION OF THIS SUB-DPA**

11.1 Upon termination this Sub-DPA, the Supplier shall, at Prevas' discretion, delete or return all Personal Data Processed under this Sub-DPA within fourteen (14) days after the termination of the Main Agreement, unless continued storage of Personal Data is required under Data Protection Laws.

11.2 At the request of Prevas, the Supplier shall without undue delay confirm in writing the measures taken regarding the Personal Data, even where the provision of services has ended in accordance with Section 10 above.