

The Company, in the capacity of personal data controller, and Andfrankly Pulse AB, in the capacity of personal data processor (hereinafter referred to as "the Personal data processor"), have, as an integral part of the Service Agreement entered into by the parties, entered into the following

## Personal data processor Agreement

### 1 Background and Purpose

- 1.1 The Personal data processor shall, in accordance with the agreement with the Company ("the Service Agreement"), provide the Company with a mobile- and web-based service for employee surveys ("the Service") and (If the Company chooses to use it) a function for Whistleblower reports, which includes processing of personal data. "Employees" refers to employees at the Company and other selected employees at companies, belonging to the Company's group of companies or companies which cooperate with or provide services to the Company. The term "Employees" also refers to other individuals who choose to use the Whistleblower function if the Company has chosen to make such function public. With the means determined by the Company and at the Company's request, the Service intends to (i) give Employees the opportunity to voluntarily and continuously provide information, including personal data, about their work situation, (ii) provide the Company access to anonymous summaries of Employees' response data regarding their work situation and (iii) (If the Company chooses to use it) handle Whistleblower reports. The Company's purpose for which it has chosen to use the Service is to increase Employees' influence and commitment and thereby improve the Company's working conditions and business ("the Purpose").
- 1.2 In view of the above background, the parties have agreed to enter into this personal data processor agreement ("the Agreement"), under which the following conditions shall apply (in addition to what is stated in the introduction and paragraph 1.1 above).

### 2 Definitions

- 2.1 The following terms shall have the meanings given below in both definite and indeterminate form and in both singular and plural form.
- 2.2 Designations relating to personal data such as "data subject," "personal data," "processing," etc., shall have the corresponding meaning as stated in the applicable Data Protection Rules. "Data subject" shall mean an Employee whose personal data the Agreement pertains.
- 2.3 "Response Data" shall mean the data subject's responses to questions asked by the Company using the Service. Response Data is stored separately from the remaining personal data but is linked to a data subject through his/her account with the Personal data processor. Response Data thus falls under the definition of personal data until it is deleted from the data subject's account or the Response Data's link to the account is deleted. When this occurs, the Response Data is anonymous and no longer personal data.
- 2.4 "Data Protection Rules" shall mean the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and the binding decisions and regulations of the relevant regulatory authority, as well as additional local adaptation and regulation regarding data protection in the applicable membership country.
- 2.5 "Applicable Foreign Law" shall mean the foreign law and the rules regarding processing of personal data that apply to companies and employees who reside outside of EU and the European Economic Area (EEA).

### 3 Personal data processor's commitments

- 3.1 The Personal data processor shall observe the Company's written instructions regarding the processing of personal data and undertakes to comply with the Data Protection Rules for the Personal data processor.
- 3.2 The Personal data processor may only process personal data for the Purpose and the Service in accordance with the Company's written instructions and under the terms of the Agreement. This includes the case of transfers of personal data to a third country or an international organization, unless such treatment is required by the Union law or under the national law of a member state to which the Personal data processor is subject, and in such case, the Personal data processor shall inform the Company of the legal requirement before processing the data, unless such information is prohibited by reference to an important public interest under this law. The Personal data processor shall immediately inform the Company if the Personal data processor considers an instruction to be in violation of the Data Protection Rules or against other data protection rules of the Union or the member states' data protection provisions.

- 3.3 In the event that data subject or other third parties (e.g., the relevant supervisory authority) requests information from the Personal data processor regarding the processing of personal data, the Personal data processor shall without delay refer the person to the Company. From point 3.2 above and point 3.5 below follows, inter alia, that the Personal data processor may not disclose personal data or other information about the processing of personal data to third parties without having written instructions to do so from the Company. The Personal data processor is entitled to use and disclose anonymized Response Data as a basis for business and method development and statistics.
- 3.4 The Personal data processor shall without delay inform the Company of any third-party contact (e.g. relevant supervisory authority) concerning the processing of personal data. The Personal data processor does not have the right to represent the Company or act on behalf of the Company vis-à-vis third parties.
- 3.5 The Personal data processor shall take the technical and organizational measures required by applicable Data Protection Rules and take all security measures in connection with the processing as provided for in Article 32 of the GDPR. The Personal data processor shall (i) assist the Company in ensuring compliance with the Company's obligations under Articles 32-36 of the GDPR, taking into account the type of processing and the information that the Personal data processor has available, and (ii) considering the nature of the processing, help the Company through technical and organizational measures, insofar as this is possible so that the Company can fulfill its obligation to respond to the request for the exercise of the data subject's rights in accordance with Chapter III of the GDPR.
- 3.6 The Personal data processor shall give the Company access to all information required to demonstrate the Personal data processor's compliance with the obligations set out in Article 28 of the GDPR, as well as enable and contribute to audits, including inspections carried out by the Company or by an auditor authorized by the Company. The Personal data processor shall ensure that the Company is able to fulfill any obligation to allow data portability regarding personal data processed by the Personal data processor on behalf of the Company.
- 3.7 The Personal data processor may not provide the Company with Response Data other than in anonymized form. The Personal data processor shall, upon termination of this Agreement and within a reasonable time after the Company so requests, return or delete, depending on what the Company chooses, all personal data and anonymized Response Data on an approved medium specified by the Company and with the following exceptions, ensure that personal data is no longer processed by the Personal data processor and delete existing copies, unless storage of personal data is required by Union law or national law of the member state. However, the Personal data processor is entitled to retain, use and disclose anonymized Response Data as a basis for business and method development and statistics.
- 3.8 The Personal data processor may engage other personal data processors ("sub-processors") in provisioning of the Service or part thereof. The Personal data processor engages sub-processor(s) in accordance with <https://www.andfrankly.com/en/gdpr-subprocessors/>. The Company hereby accepts the use of said sub-processor(s), including its/their sub-processor(s). The Personal data processor undertakes to inform the Company of any plans to engage new sub-processors or to substitute sub-processors by giving the Company information about this at least 30 days before a new sub-processor is meant to be added. The Company has the right to oppose a new sub-processor within 90 days of the Company being informed of the plan to engage a new sub-processor by terminating the Service Agreement including the Agreement for immediate termination, without any other rights in consequence thereof. In the event that the Personal data processor engages a sub-processor, the sub-processor shall be bound by a written agreement to the same data protection obligations as the Personal data processor vis-à-vis the Company and, in particular, provide adequate guarantees to implement appropriate technical and organizational measures so that the processing of personal data meets the requirements of the Data Protection Rules. If the sub-processor engaged does not fulfill its data protection obligations, the Personal data processor shall be fully liable to the Company for the performance of the sub-processor's obligations, however, in accordance with the limitations set out in section 3.9 below. The Personal data processor shall, at the Company's request, provide the Company with a correct and up-to-date list showing which sub-processors has been used for processing personal data, contact details, and the geographical location of such processing.
- 3.9 The Personal data processor shall remunerate the Company for claims for such payment that the Company must provide to third parties, including data subjects and relevant regulatory authorities, as a result of the Personal data processor's processing of personal data in violation of its obligations under the Agreement (this Personal data processor Agreement). The Personal data processor shall however not be held liable for any lost business or revenue of the Company, or for any form of indirect damage.
- 3.10 If the Company have chosen to make use of the Whistleblower functionality, the Personal data processor will make it possible for individuals who are aware of the address to the whistleblower function at the Company to make Whistleblower reports. A whistleblower may optionally provide name and contact details in the functionality, or remain anonymous. The Whistleblower report may hence contain personal data of the whistleblower. The report is a free text field and means that personal data of others may also be processed as a consequence of the report, if the whistleblower has provided such details. The Personal data processor is responsible for the permanent deletion of the whistleblower report upon request of the Company or at latest 2 years after the Company have closed the whistleblower report.

## 4 The Company's commitments

- 4.1 The Company, in its capacity of personal data controller, is responsible for:
  - (a) compliance with its obligations under the Data Protection Rules and, if applicable, Applicable Foreign Law;
  - (b) the content of questions asked by the Company, as well as the content of Response Data, in particular refraining from asking questions relating to personal data that is not allowed to be processed and resulting in Response Data including such personal data.
- 4.2 The Company agrees to transfer of personal data outside EU/EEA required for the Service provided the transfer is in accordance with the conditions of GDPR for such transfer.
- 4.3 If the Company intends to use the Service with respect to Employees employed by other companies, the Company shall on its own obtain permission of those companies to process personal data of the Employees concerned. If it concerns companies and Employees outside of the EU/EEA, the Company will on its own provide and be responsible for compliance with legal requirements under Applicable Foreign Law.
- 4.4 The Company shall pay specially agreed upon remuneration to the Personal data processor for such instructions (including features, actions and adaptations) that goes beyond those as standard in the Service.
- 4.5 The Company shall remunerate the Personal data processor for claims for such payment that the Personal data processor must provide to third parties, including data subjects and relevant regulatory authority, as a result of the Company's violation of its obligations under the Agreement (this Personal data processor Agreement). The Company's responsibility for damage to the Personal data processor under the Agreement shall be limited to such remuneration liability.
- 4.6 If the Company have chosen to make use of the Whistleblower functionality, the Company is responsible that reports are handled and processed in accordance with applicable laws and regulations, including national whistleblower legislation and data protection legislation (i.e. GDPR). This includes responsibility for the deletion of personal data that is not relevant for whistleblower reports. Such deletion should be performed by an administrator and should be handled continuously and without unnecessary delays.

## 5 Secrecy

- 5.1 The Personal data processor undertakes not to disclose or divulge personal data to third parties without the consent of the person concerned during the term of the Agreement and thereafter. This commitment, however, does not apply to information the Personal data processor is submitted to provide authority or under Data Protection Rules or other statutory obligation under Union law or under the national law of a member state to which the Personal data processor is subject. The Personal data processor undertakes to ensure that persons authorized to process personal data observe confidentiality regarding the personal data. Confidentiality regarding other information that the Personal data processor has received by the Company in providing the Service is governed by the General conditions of Service.

## 6 Term of the Agreement

- 6.1 The Agreement is valid as of the date stated in the introduction of the Agreement and as long as the Personal data processor is processing the personal data under the Service Agreement.
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