

PERSONAL DATA PROCESSOR AGREEMENT

This personal data processor agreement (this "Agreement") is entered into on this day

BETWEEN:

- 1) [CUSTOMER], reg. no. [number], [address] (the "CUSTOMER"); and
- 2) iGoMoon AB, reg. no. 556899-5681, Eriksbergsgatan 8a, SE-114 30 Stockholm, Sweden ("IGOMOON").

The above parties are hereinafter each referred to as a "Party" and jointly as the "Parties".

1 INTRODUCTION

- 1.1 The Parties have previously, or in conjunction with this Agreement, entered into an agreement regarding *[State relevant agreement, such as service agreement, supply agreement, operating agreement, maintenance agreement, outsourcing agreement, cooperation agreement.]*, hereinafter the "Main Agreement".
- 1.2 Pursuant to the undertakings which follow from the Main Agreement, IGOMOON may process personal data for which the CUSTOMER is the Controller as well as other information on behalf of the CUSTOMER. IGOMOON acts as a Personal Data Processor for the Processing.
- 1.3 In the event of conflict between a provision in this Agreement and a provision in the Main Agreement, the provisions of this Agreement shall prevail to the extent that the provisions of this Agreement provide for higher protection of the Personal Data that is Processed.
- 1.4 As a consequence, thereof, the Parties are entering into this Agreement to govern the conditions for IGOMOON's Processing of, and access to, Personal Data belonging to the CUSTOMER. The Agreement shall apply to all agreements executed between the Parties in which IGOMOON is the Processor on behalf of the CUSTOMER, and the Agreement shall remain in force for as long as IGOMOON Processes Personal Data on behalf of the CUSTOMER.

2 DEFINITIONS

Unless the circumstances clearly indicate otherwise, definitions or terms used in this document shall be defined as set forth below and any term which is used in the General Data Protection Regulation and which is not stated below shall be defined as follows from Article 4 of the General Data Protection Regulation.

“Other Regulation”	means national laws which, from time to time, apply to Processing of Personal Data (excluding the General Data Protection Regulation);
“Processing”	means an operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction;
“General Data Protection Regulation”	means 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 (General Data Protection Regulation);
“Instruction”	means the instructions which the CUSTOMER gives to IGOMOON within the scope of this Agreement;
“Personal Data”	means any information relating to an identified or identifiable natural person, whereupon an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or online identifiers, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
“Controller”	means a natural or legal person, public authority, institution, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union law or Member State law, the Controller or the specific criteria for its nomination may be provided for by Union law or Member State law;
“Processor”	means a natural or legal person, public authority, institution, or other body which processes Personal Data on behalf of the Controller;

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed; and

“Data Subject” means the living natural person who is alive and whose Personal Data is Processed.

3 DOCUMENTS

3.1 The Agreement comprises this document and the appended Instruction.

3.2 In the event of any contradictions between this document and the Instruction, this document shall take precedence, unless otherwise specifically stipulated or clearly indicated by the circumstances.

4 GENERALLY REGARDING THE PROCESSING OF PERSONAL DATA

4.1 The CUSTOMER is the Controller of the Personal Data which is Processed within the scope of the Main Agreement.

4.2 IGOMOON is regarded as the Processor on behalf of the CUSTOMER.

4.3 IGOMOON has provided sufficient guarantees that it shall take suitable technical and organisational measures to ensure that the Processing of Personal Data meets the requirements of the General Data Protection Regulation and any Other Regulation, and ensures protection of the rights of the Data Subject.

4.4 Taking into consideration the nature of the Processing, IGOMOON shall assist the CUSTOMER by taking suitable technical and organisational measures, to the extent possible, to enable the CUSTOMER to perform its obligation to respond to requests regarding the exercise of the Data Subject’s rights in accordance with Chapter III of the General Data Protection Regulation.

4.5 If IGOMOON believes that the Instruction or other instruction or notification from the CUSTOMER would conflict with the General Data Protection Regulation or any Other Regulation, IGOMOON shall be entitled to notify the CUSTOMER and defer the Processing in question. The CUSTOMER is responsible for given instructions in accordance with Other Regulations and the General Data Protection Regulation.

5 PURPOSE AND TYPE OF PERSONAL DATA, ETC.

The Instruction shall, inter alia, state the subject of the Processing, the duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, and categories of Data Subjects.

6 IGOMOON'S PERSONNEL, ETC.

6.1 IGOMOON, its employees, and other persons who perform work under IGOMOON's supervision and who gain access to Personal Data belonging to the CUSTOMER may only process such Personal Data on the CUSTOMER's instruction, unless such person is obligated to do so pursuant to Union law or Swedish national law.

6.2 IGOMOON shall ensure that its employees and all other persons for whom IGOMOON is liable and who are authorised to process Personal Data covered by this Agreement sign a confidentiality undertaking approved by the CUSTOMER (unless such person is subject to a relevant and suitable statutory confidentiality obligation).

7 SECURITY

7.1 IGOMOON shall take all necessary safeguards in conjunction with the Processing as are required under the General Data Protection Regulation (and particularly Article 32), any Other Regulation, and this Agreement.

7.2 Taking into consideration the type of Processing and the information which IGOMOON has, IGOMOON shall assist the CUSTOMER in ensuring that the obligations regarding security can be satisfied in a manner which follows from Article 32 of the General Data Protection Regulation.

7.3 In conjunction with the assessment of an appropriate security level, particular consideration shall be given to the risks which follow from the Processing, particularly resulting from unintentional or unlawful destruction, loss, or modification, from unauthorised disclosure, or from unauthorised access to the Personal Data which is transferred, stored, or otherwise processed.

8 PERSONAL DATA BREACH

8.1 Taking into consideration the type of Processing and the information available to IGOMOON, IGOMOON shall assist the CUSTOMER in ensuring that the obligations arising due to any Personal Data Breach can be fulfilled in a manner as required in Articles 33-34 of the General Data Protection Regulation.

8.2 IGOMOON shall notify the CUSTOMER without unnecessary delay, however within twenty-four (24) hours, after IGOMOON has learned of a Personal Data Breach. IGOMOON shall provide information that is subject to the information obligation in Art. 33 (3) of the General Data Protection Regulation, which is available to IGOMOON and which the CUSTOMER cannot access otherwise. The notification shall contain the following:

- a) a description of the nature of the Personal Data Breach, the categories and approximate number of affected Data Subjects, and the categories and approximate numbers of affected personal data records;
- b) a description of the likely consequences of the Personal Data Breach.
- c) a description of the actions that IGOMOON has already taken or intends to take to correct the Personal Data Breach and/or to limit the Personal Data Breach's possible adverse effects.

If and to the extent that it is not possible for IGOMOON to provide the information in the above provisions at the same time, IGOMOON (without unnecessary delay) may provide the information divided in parts.

8.3 IGOMOON undertakes to document all Personal Data Breaches.

9 IMPACT ASSESSMENT AND PRIOR CONSULTATION

Taking into consideration the nature of the Processing and the information which is available to IGOMOON, IGOMOON shall assist the CUSTOMER in fulfilling its obligations, if any, to conduct an impact assessment and/or prior consultation with a supervisory authority pursuant to Articles 35 and 36 of the General Data Protection Regulation.

10 THE INSTRUCTION

10.1 IGOMOON may only process the Personal Data which is covered under this Agreement on the documented Instructions (including in respect of transfers of Personal Data to a third country or an international organisation, provided such Processing is not required pursuant to EU law or the national law of a Member State to which IGOMOON is subject and, in such case, IGOMOON shall inform the CUSTOMER of the legal requirement before the data is Processed, unless such information is prohibited with reference to an important public interest under relevant national law).

10.2 The CUSTOMER shall be entitled to update the Instruction from time to time. IGOMOON shall be entitled to compensation for additional costs incurred if the CUSTOMER modifies the Instruction. If the CUSTOMER updates the Instructions or leaves other instructions that go beyond the Instructions or the Main Agreement, IGOMOON shall inform CUSTOMER of any necessary implementation of the measures resulting in costs for IGOMOON. IGOMOON shall also provide an explanation of why the measures involve costs. IGOMOON shall be required to implement the measures only on condition that the CUSTOMER confirms that the CUSTOMER shall bear the costs of the measures to be implemented. The instructions must be submitted in writing, if there are no special reasons justifying the instructions being given orally, in which case the CUSTOMER shall document and confirm the instructions in writing without delay.

11 SUBPROCESSORS

11.1 IGOMOON shall be entitled to engage subprocessors to perform the work under the Agreement. CUSTOMER grants IGOMOON the right to enter into personal data processor agreement on behalf of the CUSTOMER directly with the subprocessor. Such a personal data processor agreement with a subprocessor shall impose on the subprocessor the same obligations corresponding and not less restrictive than those resulting from this Agreement.

11.2 IGOMOON shall, if IGOMOON engage a subprocessor without unnecessary delay, in writing submit the CUSTOMER information as specified in Appendix 1.

11.3 The CUSTOMER has the right to object, with due cause, within five (5) business days from IGOMOON's written notice to the CUSTOMER about an engaged subprocessor, that IGOMOON engage the current subprocessor. If the CUSTOMER has not objected within the said time, the proposed subprocessor shall be deemed to have been approved. If the CUSTOMER opposes the subprocessor, IGOMOON has the right to choose one of the following options: (a) refrain from engaging the subprocessor to process Personal Data covered by this subprocessor agreement; (b) take action that reasonably eliminates the reason for the CUSTOMER objection; or (c) temporarily or permanently cease to provide the part of the service/services that entails Processing of Personal Data of the subprocessor in question. If none of these options are possible to apply and the CUSTOMER maintains its objection after thirty (30) days have passed after the objection has been made, either Party has the right to terminate the part of the service services that involves the processing of personal data by the current subprocessor.

- 11.4 without first obtaining the CUSTOMER's written approval. Such written approval may be specific (relate to a specific subprocessor) or general (and shall not be unreasonably denied).
- 11.5 Where the CUSTOMER has granted a general prior consent in writing, IGOMOON shall inform the CUSTOMER of any plans to retain a new subprocessor or to replace an existing subprocessor, in order to allow the CUSTOMER to make objections to any such change (however, any objection must be based on an objectively acceptable reason).
- 11.6 Where the CUSTOMER has granted written approval, and irrespective of whether such approval is specific or general, IGOMOON shall ensure that any such subprocessor enters into a written personal data processor agreement before the subprocessor begins work related to the CUSTOMER. Any such personal data processor agreement must contain the undertakings and obligations which follow from the Agreement. In any such a personal data processor agreement, the subprocessor shall provide sufficient warranties in respect of taking suitable technical and organisational measures so that the Processing meets the requirements of the General Data Protection Regulation.
- 11.7 The Agreement between the IGOMOON and the subprocessor shall specifically provide that the subprocessor may not retain another subprocessor without the CUSTOMER's prior written approval.
- 11.8 IGOMOON shall, from time to time, maintain an updated list of the subprocessors who may be retained, and have been retained, as well as the countries in which these subprocessors perform their activities. At the CUSTOMER's request, IGOMOON shall submit a copy of the list to the Customer.
- 11.9 In the event the subprocessor fails to full fill its obligations, IGOMOON shall be liable to the CUSTOMER for the performance of the subprocessor's obligations.
- 11.10 IGOMOON is aware that it must comply with the provisions regarding retention of subprocessors.

12 TRANSFER TO A THIRD COUNTRY

IGOMOON may move, store, transfer, or otherwise process Personal Data belonging to the CUSTOMER outside of the EU/EEA, provided such transfer meets the requirements and undertakings which follow from the General Data Protection Regulation.

13 RIGHT TO TRANSPARENCY

13.1 IGOMOON shall grant the CUSTOMER access to all information which is required and necessary to enable the CUSTOMER to verify compliance with the obligations which follow from Article 28 of the General Data Protection Regulation and to enable and assist in audits, including inspections, which are conducted by the CUSTOMER or by an examiner authorised by the CUSTOMER. IGOMOON shall, at all times, be entitled to reasonable notice in the event the CUSTOMER wishes to exercise its right to conduct an audit or inspection and the CUSTOMER shall compensate IGOMOON for its costs incurred in connection with any such audit or inspection.

14 RECORDS OF PROCESSING ACTIVITIES

Irrespective of whether the General Data Protection Regulation obligates IGOMOON to maintain records, IGOMOON shall, pursuant to this Agreement, maintain an electronic record regarding all categories of Processing activities carried out on behalf of the CUSTOMER. Where a record need not be maintained pursuant to the provisions of the General Data Protection Regulation, the record must contain, at a minimum, the following information:

- c) name and contact details of IGOMOON and the CUSTOMER and, where applicable, the data protection officers at IGOMOON and the CUSTOMER;
- d) the purposes of the Processing;
- e) a description of the categories of Data Subjects and of the categories of Personal Data;
- f) the categories of Processing which have been, and are being, carried out on behalf of the CUSTOMER;
- g) the categories of recipients to whom the Personal Data has been, or will be, disclosed, including recipients in third countries or international organisations;
- h) the envisaged time limits for erasure of the different categories of data;
- i) any transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and documentation of suitable safeguards;
- j) a general description of the technical and organisational security measures taken by IGOMOON pursuant to section 7 of this Agreement.

15 COMPENSATION

IGOMOON shall receive compensation for measures which it takes in respect of Processing of Personal Data in accordance with the Agreement or as a consequence of the Agreement otherwise.

16 LIABILITY

16.1 In the event the Parties have reached an agreement regarding limitation of liability in another agreement, such limitation of liability shall also apply to this Agreement. In the event the Parties have not reached an agreement regarding such a limitation of liability, a Party's liability under this Agreement or as a result of the Processing which is covered under the Agreement shall be limited to one hundred thousand kronor (SEK 100,000). The Parties are aware that the limitation of liability shall not apply: (i) in the event the supervisory authority or a court orders any of the Parties to pay an administrative fine; (ii) a Party has a right of subrogation against the other Party because such Party was ordered to pay an administrative fine which legitimately (or through joint and several liability) should have been imposed on the other Party; or (iii) in conjunction with a claim for damages brought by a Data Subject.

17 TERMINATION OF THE AGREEMENT

17.1 When IGOMOON discontinues Processing Personal Data on behalf of the CUSTOMER, IGOMOON shall return all Personal Data to the CUSTOMER in the manner instructed by the CUSTOMER or, upon the CUSTOMER's written notification, destroy and erase all Personal Data which is associated with the Agreement. This Agreement shall remain in force notwithstanding the termination of another agreement between the Parties until IGOMOON and any subprocessors retained by IGOMOON discontinue Processing Personal Data on behalf of the CUSTOMER.

17.2 Following termination of the Agreement, IGOMOON shall not be entitled to save any Personal Data belonging to the CUSTOMER and, as soon as IGOMOON has complied with the provisions of subsection 17.1 above, IGOMOON's right to process or otherwise use Personal Data belonging to the CUSTOMER shall cease (provided storage of Personal Data is not required pursuant to national law or Union law, or IGOMOON has legal grounds to process relevant Personal Data).

18 CONFIDENTIALITY

18.1 The Parties hereby undertake, during the term of the Agreement and thereafter, not to disclose to any third-party information regarding the Agreement, nor any other information which the Parties have learned as a result of the Agreement, whether written or oral and irrespective of form (“Confidential Information”). The Parties agree and acknowledge that the Confidential Information may be used solely for the fulfilment of the obligations under the Agreement and not for any other purpose. The receiving Party further agrees to use, and cause its directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information as it uses with respect to its own confidential and/or proprietary information.

18.2 This confidentiality undertaking does not apply to information which

- a) at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or
- b) the receiving Party can evidence was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

18.3 Neither shall this confidentiality undertaking apply to the extent that any Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange regulations or the regulations of any other recognised market place. If any Party would be required to make any such disclosure, each Party undertakes to give the other Party immediate notice prior to any such disclosure, in order to make it possible for the other Party to seek an appropriate protective order or other remedy. Each Party also agrees and undertakes to use its best efforts to ensure that any information disclosed under this section, to the extent possible, shall be treated confidentially by anyone receiving such information.

19 ASSIGNMENT OF THE AGREEMENT

Neither Party shall be entitled to assign its rights and/or obligations under the Agreement, in whole or in part, without the prior written consent of the other Party.

20 GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.
- 20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 20.3 The seat of arbitration shall be Stockholm, Sweden.
- 20.4 The language to be used in the arbitral proceedings shall be English.
- 20.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.

This Agreement has been duly executed in two (2) original copies, of which each of the Parties has taken one copy.

[Place, date]

[CUSTOMER]

[IGOMOON]

[Authorized signatory]

[Authorized signatory]