

# Data Processing Agreement

This document constitutes an attachment to the General Terms and Conditions for Position Green and the Service Agreement. Terms that are not defined in this attachment shall possess the meaning that is stated in the General Terms and Conditions. This Data Processing Agreement, ("Agreement"), is part of the General Terms and Conditions for the Platform Position Green and has been met between:

A. Licensee, ("**Controller**"), and

B. Position Green AS, ("**Position Green**" and "**Processor**"),

(each respectively a "**Party**" and together as "**Parties**").

## 1. Background

**1.1** Position Green has developed and provides the Platform with the same name. The Platform aims to help organizations collect, manage, visualize, and report environmental and sustainability data. With the help of the Platform, organizations will achieve an easier, smarter and more efficient way to manage their sustainability and environmental data reporting. The Controller has chosen to be a licensee of the Platform. As a licensee the Controller will report data to the Platform. Position Green will process the personal data that the Controller, or third party employed by the Controller, has reported as a Data Processor. Position Green may perform Personal Data Processing, as specified in Appendix 2a, due to the services defined in the Service Agreement or other possible separate agreements between the Parties, ("Services").

**1.2** In the light of what is stated in section 1.1 above and section 5 in the General Terms and Conditions for the Platform the Parties have agreed on the following Agreement.

## 2. Personal Data Processing

**2.1** Within the context of providing the Services the Processor may happen to take part of personal data, as defined in article 4.1 in the Data Protection Regulation (EU 2016/679), ("Data Protection Regulation"), which will be processed for purposes decided by the Controller, ("Personal Data"). The Controller is the Personal Data Controller for the Personal Data in agreement with the current Personal Data Protection Regulation, as well as any other relevant regulation, law or equivalent legislation.

**2.2** The Processor commits to processing the Personal Data in accordance with what follows the Agreement or other written agreement between the Parties and only in accordance with the Controller's documented instructions, Appendix 2a, as well as in agreement with the current Personal Data Protection Regulation, as well as any other relevant regulation, law or equivalent legislation. The Controller is responsible for ensuring that the Processor does not manage other categories of Personal Data than those stated in Appendix 2a, and to the extent stated therein.

**2.3** For the case in which the Processor lacks instructions which the Processor assesses necessary to perform the commitment or commitments the Processor has received from the Controller, within the context of the Services, the Processor shall, without undue delay, inform the Controller about their position and await instructions from the Controller.

**2.4** Access to the Personal Data within the Processor's organization shall be limited to individuals who require the data to perform the Services and who are obliged to treat information with secrecy or who are legally bound to work under confidentiality.

The Processor is obliged to undertake

certain technical and organizational measures to protect the Personal Data. The measures should achieve a level of security that is reasonable within the consideration of available technology and the cost of the measures, as well as take into consideration whether there are any certain risks with the processing and how sensitive the Personal Data is. Such measures include:

- (a) the ability to continuously assure confidentiality, integrity, accessibility and resilience within the context of the processing;
- (b) the ability to restore availability and access to the Personal Data within a reasonable time in the event of a physical or technical incident;
- (c) pseudonymisation and encryption of the Personal Data when the processing so requires according to applicable law or legislation;
- (d) a procedure to regularly test, examine, and analyze the efficiency of the technical and organizational measures taken to assure the security of the processing, when so required by current adaptable law or legislation;
- (e) tenure and update of Personal Data logs, the establishment and maintenance of an IT security policy, maintaining a safe IT environment, as well as the establishment and maintenance of physical security measures and routines; and
- (f) ensuring routines to immediately inform the Controller of any attempt to or accomplished unauthorized access to data provided by the Controller (including the destruction of or alterations of the Personal Data).

**2.5** The Processor undertakes to at all times assure that relevant personnel in its organization act in accordance with

this Agreement and the instructions provided by the Controller and to assure that they are informed about the regulations in the current Personal Data Regulations.

**2.6** The Processor is obliged to, to the extent possible and with the type of processing taken into consideration, guide the Controller through relevant technical and organizational measures, so that the Controller can fulfill their obligations to reply to inquiries from separate registered individuals in accordance with current regulation, law or equivalent legislation. The Processor shall also assist the Controller with fulfilling their obligations, taking into consideration the type of processing and the information the Processor has access to, in regards to:

- (a) security in connection to the processing;
- (b) reporting a personal data breach to the Supervisory Authorities;
- (c) information to the registered user about a personal data breach; and
- (d) impact assessment regarding data protection and prior consultation;

to the extent the obligations under (a)-(d) above are prescribed per the current regulation, law or equivalent legislation. The Processor holds the right to fair compensation for the assistance provided to the Controller according to section 2.6.

**2.7** Should the Controller in conflict with the General Data Protection Regulations not inform the registered individual about a personal data breach and Supervisory Authorities submit to the Processor to amend the error, the Controller is obliged to compensate the Processor for the costs related to fulfilling the decision of the Supervisory Authorities.

**2.8** The Processor commits to undertake written records over the processing of Personal Data with the content specified in article 30.2 in the General Data Protection Regulations. The

records are to be provided to the Controller upon request.

**2.9** The Processor holds the right to employ another Processor (so-called "Sub-processor") to manage the Personal Data. The Processor is obliged to inform the Controller about the Processor's intent to replace the Processor or to employ another Processor at the latest 10 working days before the employment takes place. Should the Controller object against such a Sub-processor employment, after having been notified about which according to this section 2.9, and before the employment has taken place, the Processor is not allowed to employ the Sub-processor to manage the Personal Data, as long as the Controller had a legitimate reason for objecting. Legitimate reason in this section refers to circumstances on the Sub-processor's side that to a significant extent effect, or with probability risk to affect, the protection of the registered individual's personal integrity, as if for example the new Sub-processor does not satisfy the requirements in the General Data Protection Regulations, or in other current data protection legislation, of a Processor. Should the Processor employ a Sub-processor the Processor is obliged to assure that the Sub-processor by contract commits to the same obligations regarding data protection as can be found in this Agreement. The Processor is fully responsible towards the Controller regarding any such commitments on behalf of the Sub-processor.

**2.10** The Controller holds the right to receive information about and to control the fulfillment of the obligations of the Processor per the Agreement. The Processor shall facilitate and contribute to reviews of the performance, including inspections, executed by the Controller or by an accountant employed by the Controller. Should the Controller wish to perform an inspection the Controller must inform the Processor of this within a reasonable time in advance and simultaneously specify the content and extent of the inspection. The Processor holds the right to be compensated for reasonable costs in connection with such an inspection or other examination. If not

otherwise agreed and stated in writing the inspection can only be performed if examination according to the General Data Protection Regulations cannot be completed with the Processor's provision of information.

**2.11** An inspection following section 2.10 assumes that the Controller, or the Controller-appointed accountant, has met the necessary secrecy requirements and is following the Processor's safety regulations at the place where the inspection is performed and that the inspection is performed without risking hindering the Processor's operation or the protection of other Processor's information and personal data. Information that has been collected as part of an examination, including inspections, must be erased after the completed examination or otherwise when it is no longer required for the purpose of the examination.

**2.12** The Processor must without undue delay inform the Controller if the Processor considers an inspection to be contradicting current regulation, law or equivalent legislation. The Processor must be prepared to follow the decision of the Data Protection Authority regarding measures to ensure the fulfillment of adequate applicable legislation's safety requirements.

**2.13** The Processor must without undue delay inform the Controller about any potential contact with a Supervisory Authority regarding, or with importance for, the Processor's processing of Personal Data. The Processor does not hold the right to represent the Controller or to act on behalf of the Controller towards a Supervisory Authority.

**2.14** With the expiration of the Processor's management of the Personal Data (for example following instructions from the Controller stating that the processing shall terminate or the Agreement will be terminated according to section 3.1 below) the Processor shall return all data containing Personal Data which falls under this Agreement. The Processor shall also erase existing copies

of all such data, from backup systems, as long as the Processor does not have a legal obligation to keep the Personal Data according to the Union law or National law within the EU.

**2.15** The Processor shall compensate the Controller for direct damage in the event of any damages that can be assigned to the Processor's management of the Personal Data that goes directly against the Agreement, the Data Protection Regulation or any other applicable law. The responsibility of the Processor according to this Agreement is limited to what the Controller has offered in payment to the Processor during the 12 months directly preceding the event causing the damage, although a maximum SEK 250 000. This maximum amount pertains to whether the damages involve more than one event or if these events are connected or not.

### **3. Other**

**3.1** This Agreement becomes effective when the Service Agreement has been signed by authorized representatives from both Parties. This Agreement expires simultaneously with the Service Agreement between the Parties., although at the earliest when the Processor has ceased all processing of the Personal Data.

**3.2** The Processor does not hold the right to fully or partly give over their rights or obligations according to the Agreement without the Controller's prior written consent.

**3.3** Should current applicable Personal Data Regulation be altered during the time for this Agreement, or if the authorized regulator issue guidelines, decisions or provisions around the application of applicable Personal Data Regulation that prompts this Agreement to not meet the requirements of a Personal Data Agreement, or if the Service Agreement is being altered, this Agreement must be amended to meet such new or added requirements and/or alterations. An alteration of such becomes effective the day on which the Controller informs, although at the earliest five (5) days after the message sent informing the Processor

about the alterations. The Processor holds the right to be fairly compensated for reasonable costs arising out of such an alteration of this Agreement that requires modification to the service to comply with a direct requirement from the Controller.

**3.4** Beyond what applies according to the agreement(s) regulating the Services, the Processor commits to, during the time of the Agreement and thereafter, not disclose any Personal Data to a third party. The Personal Data is only allowed to be disclosed to employees of the Processor requiring the data to perform their work, an authorized regulator, or otherwise when disclosure of the Personal Data is required in order to provide the Services under the Service Agreement or by law. It falls on the Processor to ensure that employees who are likely to come in contact with the Personal Data treat this data confidentially to the same extent as the Processor per this Agreement.

**3.5** This Agreement shall be interpreted and applied under Swedish law. Disputes arising regarding the interpretation or implementation of this Agreement shall be settled per the Service Agreement.

## Controller's instructions

Presented below is the processing which the Controller instructs the Processor to execute per the Agreement. Further, instructions referring to the Agreement will replace what is here stated.

Categories of individuals	Customers and employees at Suppliers and other partners.
Type of Personal Data	Personal details such as Name, Address, Phone number, Work Title in the company, and Email.
Purpose of processing	The Personal Data is only allowed to be processed for the following purposes and only on account of the Controller: Provide, Maintain and Improve the Position Green Platform
Type of processing	Storage, structuring, reading and deletion.
Storage period	As long as the Controller is a licensee of Position Green, although at the longest until the Controller instructs the Processor to erase Personal Data (which can be referring to some Personal Data or all Personal Data).
Sub-processors	The Processor is currently employing the following Sub-processor(s):

All Personal Data in Position Green Platform are processed within the EU/EEA.

Service	Purpose of processing	Data Hosting Region	Reference
Bahnhof AB	Data center	Sweden	<a href="https://bahnhof.cloud/">https://bahnhof.cloud/</a>
Storegate AB	Backup storage	Sweden	<a href="https://www.storegate.com/en/">https://www.storegate.com/en/</a>
Cleura AB	Backup storage	Sweden	<a href="https://cleura.com/">https://cleura.com/</a>
Startdeliver AB	Customer Success Platform for action on customer's user level and feedback.	EU	<a href="https://www.startdeliver.com/">https://www.startdeliver.com/</a>

All Personal Data according to below, related to customer support and/or service, are processed in or outside EU/EEA.

Service	Purpose of processing	Data Hosting Region	Reference
Hubspot Inc.	Administration of customer relations, support to customers and marketing activities.	US	<a href="https://www.hubspot.com/">https://www.hubspot.com/</a>
Google Cloud EMEA Limited (Ireland)	Information and dialogue regarding service and support. Used for sharing files e.g. project plans.	EU	<a href="https://policies.google.com/privacy/">https://policies.google.com/privacy/</a>
Microsoft Ireland Operations Ltd	Reporting and dialogue concerning discovered bugs and improvement suggestions	EU	<a href="https://privacy.microsoft.com/en-US/">https://privacy.microsoft.com/en-US/</a>
Fortnox AB	Accounting system	Sweden	<a href="https://www.fortnox.se/">https://www.fortnox.se/</a>



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