

Appendix A – Data Processor Agreement

1. General

1.1 This Data Processor Agreement (the "DPA") constitutes an integral part of the Agreement between Emcomp and a Supplier. The terms used with initial capital letter in this DPA shall, whether in plural or singular, in definite or indefinite form, have the meaning ascribed to them in the Emcomp's General Terms and Conditions of Purchase.

2. Processing of personal data

2.1 The Supplier shall ensure that it complies with the conditions imposed under the Data Protection Laws and from time to time applicable statutes, guidelines and industrial standards as well as to stay informed of the aforementioned.

2.2 For the purpose of this DPA, Emcomp is acting for itself and for and on behalf of its relevant affiliates in their capacity as data controllers. The Supplier acknowledges and accepts that the provisions in this DPA shall also apply to the extent an affiliate of Emcomp is a data controller of the personal data processed by the Supplier. In such case any rights granted to Emcomp and any undertaking or obligation imposed on the Supplier shall also apply vis-à-vis such affiliate of Emcomp as if it were a party to the Agreement.

2.3 All personal data processed under the Agreement shall remain the sole property of Emcomp. Any personal data processed under the Agreement shall be considered as confidential information and be subject to the provisions in section 2.4 of the Terms. The Supplier warrants that the Supplier's employment agreements include a strict confidentiality undertaking (including after the end of the employment) and that employees assigned to process personal data have adequate data protection training.

2.4 The Supplier as well as any person that works under the supervision of the Supplier may only process personal data on and in accordance with documented instructions from Emcomp and for the purposes that the Supplier has been instructed to by Emcomp. In addition to any specific instructions provided by Emcomp, the Agreement shall be regarded as the Emcomp's instructions to the Supplier regarding processing of personal data. In the event that the Supplier lacks instructions that the Supplier considers necessary to perform any of its undertakings or obligations under the Agreement, the Supplier shall immediately notify Emcomp thereof and await instructions to be provided by Emcomp. From 25 May 2018, processing may also be performed if required under European Union or European Union member state law to which the Supplier or any subcontractor is subject; in such a case, the Supplier or subcontractor shall inform Emcomp of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. From 25 May 2018, the Supplier also undertakes to immediately inform Emcomp should, in its opinion, an instruction infringe the Data Protection Regulation or European Union or European Union member state law.

2.5 The Supplier shall implement the technical and organizational measures required under Data Protection Laws to protect the personal data processed from unauthorized access, destruction or alteration. All of the Supplier's processing shall be traceable and permission-driven in order for Emcomp to be able to follow up the processing that has been performed (including but not limited to the persons at the Supplier's that have had access to the personal data). The Supplier shall in particular comply with the Swedish Data Inspection Board's guidelines "Security for personal data" (Sw. Säkerhet för personuppgifter), other regulations replacing or amending the aforesaid, any supervisory authority's decisions on measures to be implemented to comply with the security requirements under Data Protection Laws as well as, from 25 May 2018, the requirements regarding security of processing set out in Article 32 of the Data Protection Regulation.

2.6 In the event that a data subject, a supervisory authority or any other third party requests information from the Supplier regarding the processing of personal data, the Supplier shall refer to Emcomp. The Supplier shall without delay inform Emcomp of any contacts initiated by a supervisory authority that refers to or may be of significance to processing of personal data. The Supplier may not, without prior consent from Emcomp, represent Emcomp or act on its behalf in relation to any supervisory authority.

2.7 From 25 May 2018, the Supplier undertakes to (i) keep records of processing of personal data under the Agreement including the information set out in Article 30.2 of the Data Protection Regulation; (ii) to cooperate with the supervisory authority's monitoring of the processing of personal data, and (iii) to assist Emcomp in assuring that the obligations under Articles 32–36 of the Data Protection Regulation are complied with.

2.8 Without prejudice to any other audit right under the Agreement, Emcomp and/or a third party appointed by Emcomp shall be entitled to check whether the Supplier complies with this DPA, e.g. by conducting an on-premises audit. The Supplier shall then provide Emcomp, any third party appointed by Emcomp and any supervisory authority access to the premises where processing of personal data is performed, and assist Emcomp in providing the documentation and other information required to check whether the Supplier complies with this DPA. The Supplier shall provide necessary assistance for the performance of such control and audit. Neither party shall, without prejudice to any right to compensation for damages, be entitled to compensation for their respective costs for such audit.

2.9 The Supplier commits to, upon the request of Emcomp, account for the measures, considerations and assessments that the Supplier has implemented in order to comply with its commitments under this DPA. From 25 May 2018, the Supplier commits to assist Emcomp, upon request, in complying with any obligation of Emcomp to conduct an impact assessment regarding protection of personal data processed and to participate in any prior consultation with the supervisory authority and to make available all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Data Protection Regulation.

2.10 The Supplier is entitled to engage sub-processors for the processing of personal data, provided that the Supplier procures that the sub-processor unilaterally, by virtue of a written and duly signed undertaking, agrees in relation to Emcomp to the same obligations and

undertakings imposed on the Supplier in this DPA. The Supplier shall, upon Emcomp's request, immediately inform Emcomp in writing of any sub-processors engaged by the Supplier for processing personal data under the Agreement and provide any other information requested by Emcomp on such processing, including but not limited to the location of the processing. The Supplier shall inform Emcomp in writing of any intentions to engage new sub-processors or to replace a sub-processor.

- 2.11 The Supplier may transfer personal data to a location outside the European Economic Area. Such transfer may only take place if and to the extent permitted under Data Protection Laws. The Supplier shall keep Emcomp informed of the legal basis of such transfers. Should any transfer, in the opinion of either Emcomp or the Supplier, not comply with Data Protection Laws, the transfer must immediately be ceased. If and to the extent any data processing by the Supplier or its sub-processor is made outside the European Economic Area, the parties acknowledges and agree that in addition to this DPA, such processing shall be governed by the from time to time applicable standard contractual clauses for data processors established in countries outside of the European Economic Area.
- 2.12 This DPA shall remain in full force and effect for as long as the Supplier, or any of its sub-processors, processes personal data on Emcomp's behalf. The Supplier and shall return all personal data to Emcomp that it has processed on behalf of Emcomp upon request at any time. The Supplier shall without undue delay, on Emcomp's request, destroy the data, without keeping a copy thereof, and provide a written and duly signed declaration that the personal data has been destroyed.

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