

## DATA PROCESSOR AGREEMENT (DPA)

### Customer: Controller – Unifaun: Processor or Customer: Processor – Unifaun: Sub-processor

#### 1 PURPOSE AND VALIDITY

- 1.1 This Data Processor Agreement constitutes an integral part of the agreement, supplemented where applicable with Unifaun's General Terms & Conditions ("Service Agreement"), which has been signed between Unifaun AB, Swedish Organisation Number 556546-3717 or one of its subsidiaries, Unifaun Oy, Finnish Organisation Number 2304024-0, Unifaun ApS, Danish Organisation Number 34708584, Unifaun AS, Norwegian Organisation Number 816269032 or Unifaun Sp.zoo, Polish Organisation Number 7010419247, ("Unifaun"), on the one hand, and any other Customer ("Customer") who has purchased or ordered, or is expected to purchase or order, Unifaun developed and / or provided transport-based services, online services, software programs, help features and tutorials ("Service"), on the other hand.
- 1.2 If the Service Agreement expires, this Data Processor Agreement shall also expire without prior notice.
- 1.3 In this Data Processor Agreement, the terms Registered, Processing, Personal Data, Supervisory Authority and Personal Data Incident are defined as in the European Parliament and Council Data Protection Regulation (EU) 2016/679 (GDPR).
- 1.4 Upon the provision of the Service, Unifaun may process information on behalf of Customer that may be directly or indirectly attributed to a natural person. Such information is to be considered as Personal Data under specific statutory protection. It is the Customer who determines the purpose and means for the Processing of Personal Data. In this context, Customer will act as Controller and Unifaun will act as Processor. Applicable legislation requires a written agreement for a Processor to process Personal Data on behalf of a Controller. Against this background, the Parties have agreed to enter into this Data Processor Agreement.
- 1.5 Should the Customer hold the position of Processor and Unifaun sub-processor ("Personal data sub-processor") to the Customer, section 6 shall apply.

#### 2 SUBJECT MATTER AND OBJECTIVES

- 2.1 In order to offer the Service and maintain the service level as agreed in the Service Agreement, it is necessary for some Personal Data to be transferred to Unifaun and for Unifaun to process this data in accordance with this Data Processor Agreement. In order to provide the Service, Unifaun may need to transfer Personal Data to an external party, such as a carrier, for example.
- 2.2 Unless otherwise specified in writing by Customer, Unifaun shall process the following categories of Registered and Personal Data for the purpose as set out below in accordance with this Data Processor Agreement.
  - 2.2.1 Registered: sender, recipient, user of the service, other parties included in a shipment, carrier staff and administrative staff working for the customers and suppliers.
  - 2.2.2 Personal Data: name, address, telephone number, email address, social security number (if so required).
  - 2.2.3 Purpose: to provide the Service to Customer.

### 3 THE USE OF SUB-PROCESSORS

- 3.1 The Customer permits Unifaun to use a sub-processor to process Customer's Personal Data. Upon such an appointment, Unifaun shall, by written agreement with the sub-processor, ensure that the obligations imposed on Unifaun under this Data Processor Agreement are transferred to the sub-processor as if that processor was a party to this Data Processor Agreement. Unifaun shall be fully responsible for the sub-processor's Processing of Customer's Personal Data in the same way as Unifaun is responsible for its own Processing of Customer's Personal Data.
- 3.2 The Customer shall be informed in writing before Unifaun intends to use a sub-processor. In each case, Customer shall give Unifaun written notice within twenty business (20) days of any objection Customer may have to the sub-processor being appointed. In the event of an objection being lodged, the Parties shall do all in their power to find a joint solution to the problem. When no such objection is lodged, Unifaun may appoint a sub-processor without further approval of the Customer.
- 3.3 Should Customer find a breach in the Processing of Personal Data carried out by the sub-processor, or should the sub-processor in any other way not comply with the sub-processor agreement, Customer will be entitled to demand in writing an immediate cancellation of the sub-processor agreement with the assurance that the sub-processor is no longer in possession of the Personal Data in question. Should Unifaun not agree with the breach assessment lodged by Customer, the Parties will cooperate in bringing about prompt consultation with the Supervisory Authority. This Data Processor Agreement shall remain in force until such time as the Supervisory Authority give its decision. The findings of the Supervisory Authority will serve as a guide in the Parties' continued handling of the issue.

### 4 UNIFAUN'S RIGHTS AND OBLIGATIONS

- 4.1 Unifaun undertakes to keep abreast of, and comply with, the current laws, regulations and directives in force in the country of the contracting Unifaun company, including regulations issued by the relevant regulatory authorities regarding the protection of the fundamental rights and freedoms of natural persons, and in particular the right to the protection of their Personal Data in the Processing of Personal Data applicable to Controllers and Processors, including legislation and regulations used in implementing Directive 95/46 / EC and, from May 25th 2018, the GDPR.
- 4.2 Unifaun and the people under Unifaun's management, may only process Personal Data in accordance with the instructions provided by Customer.
  - 4.2.1 On condition that the integrity of the Registered is not under threat and that Unifaun does not establish new purposes or means for the Processing, Unifaun has the right to develop and improve its services without it being regarded as contrary to instructions given by the Customer. Unifaun may always develop and improve its services using anonymous data without Customer's approval.
  - 4.2.2 Should Unifaun regard an instruction given by Customer to be in violation of GDPR, other EU law or the national law of an EU Member State, Unifaun shall inform Customer about this without delay. At the request of any Party, the Parties shall cooperate in bringing about a prompt consultation with the Supervisory Authority regarding the instruction. The findings of the Supervisory Authority will serve as a guide in the Parties' continued handling of the issue. Unifaun reserves the right to put the Processing on hold pending the decision of the Supervisory Authority.
  - 4.2.3 Should Unifaun be obliged to process Personal Data by other means than instructed by Customer, Unifaun shall give Customer prior notice before proceeding.
- 4.3 The parties are to be bound by confidentiality in accordance with Section 7 regarding Customer's Personal Data and Unifaun's Processing of Customer's Personal Data.

- 4.4 Unifaun undertakes to take the necessary safeguards in accordance with Article 32 of the GDPR. Unifaun shall take the necessary technical and organisational measures to protect Personal Data from unauthorised access, destruction and amendment in compliance with Article 28 (3) of the GDPR. At Customer's request, Unifaun shall inform Customer of the technical and organisational measures taken.
- 4.5 In addition, and taking into account the nature of the Processing, Unifaun undertakes to assist Customer with appropriate technical and organisational measures to the extent possible in order for Customer to fulfil its obligations to respond to a request to exercise the rights of the Registered pursuant to Chapter III of the GDPR. The Customer shall reimburse Unifaun for such work in accordance with Unifaun's applicable price list at any given time.
- 4.6 At Customer's request, and taking into account the nature of the Processing and Unifaun's available information, Unifaun undertakes to assist Customer in fulfilling its obligations in accordance with Articles 32 to 36 of the GDPR. The Customer shall reimburse Unifaun for such work in accordance with Unifaun's applicable price list at any given time.
- 4.7 Depending on what the Customer chooses, Unifaun undertakes to delete or return all Personal Data to Customer within 60 days from delivering the Processing services and to delete all copies unless the storage of Personal Data is required under EU law or national law of a EU Member State. If the Customer already possesses the Personal data, return is impossible, or return of data would mean disproportional amount of effort or if the Personal data must be kept confidential due to statutory or otherwise agreed confidentiality requirements, the information must still be deleted within the same timeframe.
- 4.8 Unifaun shall provide Customer with all the information required to demonstrate that the obligations set out in Article 28 of the GDPR have been fulfilled and shall enable audits, including inspections carried out by Customer or by another auditor authorised by Customer.
- 4.9 Unifaun shall, when necessary, assist Customer in obtaining information requested of Customer by the Supervisory Authority, other authority or Registered. The Customer shall reimburse Unifaun for such work in accordance with Unifaun's applicable price list at any given time.
- 4.10 Unifaun undertakes to notify Customer of any request to process Personal Data submitted by the Supervisory Authority, with the exception of cases where notification is expressly prohibited by law due to, for example, confidentiality in an ongoing criminal investigation. Unifaun shall notify Customer in writing of any request from a Registered, Supervisory Authority or other external party for information relating to the Processing of Customer's Personal Data.
- 4.11 When Unifaun is aware of a Personal Data Incident, Unifaun shall inform Customer of the incident without delay, but no later than 24 hours after the incident being discovered. When informing Customer, Unifaun shall provide Customer with all the necessary information required to be able to report the incident to the Supervisory Authority and assist in investigating the incident as far as Customer may reasonably require and, in agreement with Customer, take reasonable measures to prevent further incidents.
- 4.12 Customer is entitled to check, at own expense or through an external party, Unifaun's compliance with this Data Processor Agreement. Such checks shall be carried out in a manner that does not interfere with Unifaun's other activities more than absolutely necessary. Unifaun reserves the right to demand that audits be conducted by people named in advance who possess the requisite expertise to conduct the audit and to make meaningful use of the findings of such an audit. Unifaun reserves the right to oppose a third party audit if it could lead to company-sensitive information being compromised or the third party for any reason being regarded as unsuitable. Should Customer find significant deficiencies in the Processing of Personal Data performed by Unifaun on behalf of Customer that are not rectified within 30 days of a written request, Customer may terminate the Service Agreement and this Data Processor Agreement with immediate effect. If an audit shows nothing more than minor deficiencies in Unifaun's execution of their obligations in accordance with this Data Processor Agreement, Unifaun reserves the right to claim reasonable compensation for expenses accrued as a result of the audit.



4.13 Unifaun shall reimburse Customer for damages or costs arising from the Processing which is attributable to Unifaun or a sub-processor employed by Unifaun. The limitation of liability laid down in the Service Agreement and Unifaun's General Terms and Conditions shall also apply to this Data Processor Agreement.

4.14 Unifaun is not obligated, within this Data Processor Agreement, to process sensitive Personal Data relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sexual orientation.

## 5 CUSTOMER'S RIGHTS AND OBLIGATIONS

5.1 The Customer undertakes to keep up to date with, and comply with, any applicable Personal Data laws in the country of the contracted Unifaun company and to keep up to date on amendments to the legislation.

5.2 The Customer is responsible for informing the Registered of the Processing, performed by Unifaun per instruction from Customer, in order to obtain the consent of the Registered when necessary for the assessment of the legal basis for the Processing, and for the Processing to be lawful and to be reported to the Supervisory Authority where applicable.

5.3 The Customer shall, without delay, inform Unifaun of changes to the Processing that affect Unifaun's obligations and rights in accordance with this Data Processor Agreement. The Customer shall also inform Unifaun of external party measures relating to the Processing, including those of the Supervisory Authority, the Registered or Third Party (according to the definition in 6.1).

5.4 With regard to the changes as mentioned in Section 5.3, Customer is entitled to update this Data Processor Agreement to the extent deemed necessary. Customer shall reimburse Unifaun for any increased costs relating to the changes.

5.5 Customer shall compensate Unifaun for increased cost arising as a consequence from changing or amending instructions for the processing of Personal Data.

5.6 Customer shall indemnify Unifaun for damages or costs arising from the Processing that are attributable to Customer, Third Party (according to the definition in 6.1) or on Customer's behalf.

## 6 SUB-PROCESSOR

6.1 In the event an external party ("Third party") hold the position of Controller, Customer is Processor on behalf of the Third Party and Unifaun is Sub-processor ("Personal Data Sub-processor") to Customer, Unifaun shall only process personal data in accordance with the instructions given to Customer by the Third Party and made available to Unifaun and that the further documented instructions Customer on behalf of Third Party give to Unifaun. The Data Processor Agreement should in all other aspects be in full force between Customer and Unifaun.

## 7 TRANSFERS TO THIRD COUNTRIES

7.1 In the event of Unifaun's Processing of Personal Data pursuant to this Contract imposes an obligation on Unifaun to transfer the Personal Data to a third country (outside of the EU / EEA) or an international organisation that is not covered by an adequate level of protection, it is the Customer's obligation to ensure that appropriate safeguards are in place for each such transfer in accordance with Article 46 of the GDPR. Unifaun is not obligated to transfer the Personal Data to a third country if the appropriate safeguards are not in place.

## 8 CONFIDENTIALITY

8.1 Unifaun undertakes not to disclose to external parties any Personal Data, or to disclose information about the Processing of Personal Data that is covered by this Data Processor Agreement.



- 8.2 Unifaun shall ensure that persons authorised to process Personal Data undertake to comply with this Data Processor Agreement.
- 8.3 Unifaun's confidentiality notice under this Section 8 does not apply to information provided by Unifaun in accordance with instructions from the Supervisory Authority or other authority or court or information about a Registered that Unifaun received approval from the Registered to disclose.
- 8.4 The confidentiality notice under this Section 8 shall continue to apply after the termination of this Data Processor Agreement.