

PREVAS PERSONAL DATA PROCESSING AGREEMENT ("DPA")

1 INTRODUCTION

The Parties have entered into an agreement regarding certain services or work (the "**Main Agreement**"). The other party (the "**Controller**") is Personal Data Controller in relation to all Processing that may take place in accordance with the Main Agreement. Pursuant to the undertakings which follow from the Main Agreement, Prevas AB ("**Prevas**") may Process Personal Data (as defined in clause 2) as well as other information on behalf of the Controller.

2 DEFINITIONS

Unless the circumstances clearly dictate otherwise, to the extent any Data Protection Laws (as defined below) contain terms corresponding to those used in this DPA, such terms shall be interpreted and applied in accordance with the Data Protection Laws.

"**Data Protection Laws**" means all data protection laws applicable to the Processing of Personal Data under this DPA, including: (i) local, state, national, and/or foreign laws, treaties, and/or regulations; (ii) EU Data Protection Laws (up to 25 May 2018, the Data Protection Directive 95/46/EC and thereafter, from 25 May 2018 onwards, the General Data Protection Regulation 2016/679/EU); and (iii) implementations of EU Data Protection Laws into national law.

"**Data Subject**" means the natural person to whom the Personal Data relates.

"**Data Subject Request**" means any Data Subject's request for access, correction, deletion or restriction of its Personal Data.

"**EEA**" means the European Economic Area.

"**EU**" means the European Union.

"**Personal Data**" means all kinds of information that directly or indirectly may be attributable to a natural person who is alive.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Processed Personal Data.

"**Processing**", "**Processed**" or "**Process**" means any operation or set of operations regarding Personal Data, whether or not it occurs by automatic means, including but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, gathering, use, disclosure by transmission, dissemination, or otherwise making information available, alignment or combination, blocking, erasure, or destruction.

3 PROCESSING OF PERSONAL DATA

3.1 Prevas undertakes to Process Personal Data only in accordance with the documented instructions from the Controller, unless otherwise provided by applicable Data Protection Laws. This DPA and Specification of the Processing of Personal Data in Conjunction with Services sets out the Controller's initial instructions to Prevas about the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects.

3.2 The Controller hereby confirms that the Processor's obligations under this DPA, including Specification of the Processing of Personal Data in Conjunction with Services, constitute the complete instructions to be complied with by the Processor. Any changes to the Controller's

instructions shall be negotiated separately and shall, in order to be valid, be documented in writing and signed by both Parties.

3.3 Prevas shall without undue delay inform the Controller if the instructions provided, in its opinion, are in violation of applicable Data Protection Laws.

3.4 Prevas shall to the extent required by Data Protection Laws and in accordance with the Controller's instructions provide assistance to the Controller in ensuring compliance with the obligations of the Controller under applicable Data Protection Laws.

4 SECURITY AND CONFIDENTIALITY

4.1 Prevas is obliged to fulfill its legal obligations regarding data protection under Data Protection Laws and shall in all cases take appropriate technical and organizational measures to protect the Personal Data being Processed.

4.2 Prevas shall ensure that only such personnel who directly need access to Personal Data in order to fulfill Prevas' obligations under this DPA and the Main Agreement has access to such data. Prevas shall ensure that such personnel are subject to appropriate means of confidentiality.

4.3 Prevas undertakes not to, without prior written approval by the Controller, give access to or disclose to third parties Personal Data Processed in accordance with this DPA, unless required to do so in accordance with applicable law or order by a competent court or authority.

5 THE CONTROLLER'S OBLIGATIONS

5.1 The Controller shall only provide instructions to the Processor that are lawful.

5.2 The Controller shall comply with Data Protection Laws and perform all of its obligations under Data Protection Laws, including with regard to data security and confidentiality obligations.

5.3 The Controller shall ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data.

5.4 The Controller shall ensure that Data Subjects can exercise the data protection rights granted to them under Data Protection Laws, including withdrawing their consent (if Processing is based on consent) and exercising their right to be forgotten or to restrict Processing, if applicable.

6 SUPERVISION AND AUDIT

Prevas shall upon the Controller's request make available to the Controller all such information necessary to demonstrate compliance with the obligations laid down in this DPA and Data Protection Laws and allow for and contribute to audits, including inspections conducted by the Controller or an independent third party auditor mandated by the Controller for the purpose of verifying Prevas' compliance with this DPA, subject to that the persons performing such audit shall be obliged to sign a non-disclosure agreement with Prevas.

7 SUB-PROCESSORS

7.1 The Controller hereby grants a general authorization for Prevas to appoint sub-processors within and outside the EU/EEA and the right to transfer Personal Data outside the EU/EEA subject to the terms and conditions of this DPA. Prevas shall ensure that sub-processors are bound by written agreements which impose on them corresponding Personal Data Processing obligations as the obligations set out in this DPA. Specification of the Processing of Personal Data in Conjunction

with Services contains a list of sub-processors that from the date of entry into force of this DPA have been pre-approved by the Controller.

7.2 If Prevas intends to appoint a new sub-processor or replace an existing sub-processor to process personal data covered by this DPA, Prevas shall inform the Controller of this in advance and give the Controller the opportunity to object to such changes. Prevas shall provide the Controller with all information that the Controller may reasonably request to assess whether the appointment of the proposed sub-processor complies with the Controller's obligations under this DPA and Applicable Data Protection Laws. If, in accordance with the Controller's justifiable opinion, compliance with these obligations is not possible through the proposed sub-processor but the sub-processor is appointed by Prevas, the Controller is entitled to terminate the Main Agreement and this DPA at no extra cost. If the objection is not justified, the Controller is not entitled to terminate the Main Agreement or this DPA.

7.3 If Personal Data is transferred to or made available from outside EU/EEA Prevas shall ensure that the transfer is subject to appropriate safeguards under Data Protection Laws, such as standard data protection clauses adopted by the EU Commission. The Controller hereby authorizes Prevas to enter into such standard data protection clauses with sub-processors on behalf of The Controller.

8 REQUESTS FROM DATA SUBJECTS AND PUBLIC AUTHORITIES

8.1 For the avoidance of doubt, the Controller is responsible for responding to any Data Subject Request. If Prevas receives a Data Subject Request, Prevas shall without undue delay redirect the Data Subject to the Controller. Further, in case

any other third party requests information from Prevas in respect of Processing of Personal Data belonging to the Controller, Prevas shall refer any such third party to the Controller.

8.2 Prevas shall provide such assistance to the Controller which is necessary to enable the Controller to fulfil its obligations towards the Data Subjects under Data Protection Laws.

8.3 If a competent authority requests information from Prevas regarding the Processing of Personal Data, Prevas shall inform the Controller thereof without undue delay. Prevas may not act in any way on behalf of the Controller or as its agent and may not transfer or otherwise disclose Personal Data or other information relating to the Processing of Personal Data to third parties without the prior consent of the Controller, unless it is required by applicable law or pursuant to a non-appealable decision by a competent court or authority.

9 PERSONAL DATA BREACH

9.1 Prevas shall notify the Controller without undue delay after having become aware of any actual or suspected Personal Data Breach affecting Personal Data Processed by Prevas under this DPA.

9.2 Prevas shall assist the Controller with the information held by Prevas and reasonably required to fulfil the Controller's obligation to report the Personal Data Breach.

10 LIABILITY

10.1 Prevas' liability for breach of its obligations under this DPA shall be limited in accordance with the limitations of liability set out in the Main Agreement. The aggregate liability under the Main Agreement and this DPA together shall be limited to the liability cap in the Main Agreement.

10.2 As set out in this DPA, Prevas shall only process Personal Data in accordance with the Controller's instructions. Consequently, Prevas is not liable in circumstances where Prevas' actions result from instructions provided by the Controller.

10.3 The Controller is responsible for that security measures agreed in Specification of the Processing of Personal Data in Conjunction with Services fulfills the Controller's obligations under Data Protection Laws to protect Personal Data Processed.

11 TERM OF THIS DPA

The provisions of this DPA shall apply as long as the Main Agreement is in force, and as long as Prevas Processes Personal

Data for which the Controller is the data controller.

12 MEASURES UPON TERMINATION OF THIS DPA

12.1 Upon termination this DPA, Prevas shall, at the Controller's discretion, delete or return all Personal Data Processed under this DPA within thirty (30) days after the termination of the Main Agreement, unless continued storage of Personal Data is required under Data Protection Laws.

12.2 At the request of the Controller, Prevas shall without undue delay confirm in writing the measures taken regarding the Personal Data, even where the provision of services has ended in accordance with Section 11 above.