

## DATA PROCESSING AGREEMENT

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This **Data Processing Agreement (“DPA”)** is supplementary to the **Master Platform Subscription Agreement** between **PromoRepublic Oy**, Business ID 2703642-5, a Finnish company (“**PromoRepublic**”) and the entity or person(s) identified as Customer on the **Order Form** referencing this DPA (“**Customer**”).

PromoRepublic and Customer have agreed to enter into this DPA for the purposes of ensuring compliance with Data Protection Legislation.

This DPA applies to the processing of Personal Data in the context of the Master Platform Subscription Agreement, where and to extent to PromoRepublic is acting as a Processor (Service Provider).

PromoRepublic and Customer are collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

### SECTION 1

#### PRELIMINARY PROVISIONS

##### 1. Definitions

- (a) “**Platform Subscription Agreement**” means Master Platform Subscription Agreement governing Customer's access to and use of PromoRepublic's Services.
- (b) “**Data Protection Legislation**” means:
  - (1) Regulation 2016/679 of the European Parliament and of the Council 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) (the “**GDPR**”);
  - (2) EU Directive 2002/58/EC on Privacy and Electronic Communications;
  - (3) the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act

2018 (the “**UK GDPR**”);

- (4) the Swiss Federal Act on Data Protection of 19 June 1992 and its corresponding ordinances (the “**Swiss DPA**”);
- (5) the California Consumer Privacy Act of 2018 and its regulations (the “**CCPA**”);
- (6) the Australian Privacy Act of 1988;
- (7) the New Zealand Privacy Act of 2020;
- (8) the Delaware Online Privacy and Protection Act of 2015 (the “**DOPPA**”);
- (9) any applicable national law made under or pursuant to items (1) – (8); in each case as amended, superseded or replaced from time to time.

(c) “**International Transfer**” means:

- (1) where the GDPR applies, a transfer of Personal Data from the European Economic Area (“**EEA**”) to a country outside the EEA which is not subject to an adequacy decision by the European Commission;
- (2) where the UK GDPR applies, a transfer of Personal Data from the UK to any other country which is not based on adequacy regulations pursuant to Section 17A of the UK GDPR;
- (3) where the Swiss DPA applies, a transfer of Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

(d) “**Lawful Transfer Mechanism**” means such legally enforceable mechanism(s) for transfers of personal data to third countries as may be permitted under Data Protection Legislation from time to time.

(e) “**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(f) “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

(g) “**Processing**” means any 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, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- (h) **“Standard Contractual Clauses” (“SCCs”)** mean standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- (i) **“UK Addendum”** means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under s.119(A) of the UK GDPR.
- (j) Any capitalized terms used but not defined in this DPA shall have the meanings given to them in the Platform Subscription Agreement and the Data Protection Legislation, namely the GDPR, and the terms **“Business”** and **“Service Provider”** have the meanings given to them in the CCPA.

## **2. Relationship of the Parties**

Where the Data Protection Legislation provides for the roles of **“Controller,” “Processor,” “Joint Controller,”** and **“Sub-processor”**:

- (a) Where Customer is a Controller (Business) of the Personal Data covered by this DPA, PromoRepublic shall be a Processor (Service Provider) processing Personal Data on behalf of the Customer, and this DPA shall apply accordingly.
- (b) Where Customer is a Processor (Service Provider) of the Personal Data covered by this DPA, PromoRepublic shall be a Sub-processor of the Personal Data, and this DPA shall apply accordingly.
- (c) Where Customer and PromoRepublic are the Joint Controllers of the Personal Data, Joint Controllership Agreement shall apply accordingly instead of this DPA.

## **3. Interpretation**

This DPA shall not be interpreted in a way that runs counter to the rights and obligations provided for in the Data Protection Legislation or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

## **4. Hierarchy**

- (a) In the event of a contradiction between this DPA and the provisions of related agreements between the Parties existing at the time when this DPA is agreed or entered into thereafter, this DPA shall prevail.
- (b) In the event of a contradiction between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

## SECTION II

### OBLIGATIONS OF THE PARTIES

#### 5. Description of Processing(s)

The details of the processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is processed on behalf of the Customer, are specified in Annex I.

#### 6. Obligations of the Parties

##### 6.1. Instructions

- (a) PromoRepublic shall process Personal Data only to perform its obligations under the Platform Subscription Agreement, unless required to do so by the Data Protection Legislation to which PromoRepublic is subject. In this case, PromoRepublic shall inform the Customer of that legal requirement before Processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Customer throughout the duration of the Processing of Personal Data. These instructions shall always be documented.
- (b) PromoRepublic shall immediately inform the Customer if, in PromoRepublic's opinion, instructions given by the Customer infringe applicable Data Protection Legislation.

##### 6.2. Purpose Limitation

PromoRepublic shall process the Personal Data only for the specific purpose(s) of the Processing, as set out in Annex I, unless it receives further instructions from the Customer.

##### 6.3. Duration of the Processing of Personal Data

Processing by PromoRepublic shall only take place for the duration specified in Annex I.

##### 6.4. Security of Processing

- (a) PromoRepublic shall at least implement the technical and organizational measures specified at <https://promorepublic.com/en/technical-and-organisational-measures/> to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the data (Personal Data Breach). PromoRepublic shall keep the list up to date.

- (b) In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.
- (c) PromoRepublic shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. PromoRepublic shall ensure that persons authorized to process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### **6.5. Sensitive Data**

If the Processing involves Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses ("**Sensitive Data**"), PromoRepublic shall apply specific restrictions and/or additional safeguards.

### **6.6. Documentation and Compliance**

- (a) The Parties shall be able to demonstrate compliance with this DPA.
- (b) PromoRepublic shall deal promptly and adequately with inquiries from the Customer about the Processing of data in accordance with this DPA.
- (c) PromoRepublic shall make available to the Customer all information necessary to demonstrate compliance with the obligations that are set out in this DPA and stem directly from the Data Protection Legislation.
- (d) The Customer acknowledges that PromoRepublic is regularly audited by independent third-party auditors and/or internal auditors. At the request of, and provided that the Customer has entered into an appropriate non-disclosure agreement with the Customer, PromoRepublic shall:
  - (1) provide written responses to all reasonable requests for information made by the Customer in connection with the Processing of Personal Data, including responses to information security and audit questionnaires that are necessary to verify the Customer's compliance with this DPA, provided that the Customer may not exercise this right more than once per calendar year;
  - (2) any records, data, or information accessed by the Customer in the performance of any audit or questionnaire will be deemed to be the confidential information of PromoRepublic, and may be used for no other reason than to assess PromoRepublic compliance with the terms of this DPA.

## **6.7. Use of Sub-processors**

- (a) The Customer agrees that PromoRepublic may engage Sub-processors to process Personal Data on behalf of the Customer. The Sub-processors currently engaged by PromoRepublic and authorized by the Customer are listed at <https://promorepublic.com/en/list-of-promorepublic-processors-sub-processors/>. PromoRepublic shall keep the list up to date.
- (b) Where PromoRepublic engages a Sub-processor for carrying out specific processing activities (on behalf of the Customer), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on PromoRepublic in accordance with this DPA. PromoRepublic shall ensure that the sub-processor complies with the obligations to which PromoRepublic is subject pursuant to this DPA and to the Data Protection Legislation.
- (c) PromoRepublic shall remain fully responsible to the Customer for the performance of the Sub-processor's obligations in accordance with its contract with PromoRepublic.

## **7. International Transfers**

- (a) Any transfer of Personal Data to a third country or an international organization by PromoRepublic shall be done only on the basis of documented instructions from the Customer or in order to fulfill a specific requirement under the Data Protection Legislation to which PromoRepublic is subject and shall take place in compliance with the Data Protection Legislation.
- (b) The Customer acknowledges and agrees that in connection with the provision of the services and/or products under the DPA, PromoRepublic may transfer Personal Data within its group companies. These transfers are necessary for the worldwide provision of the services and are justified for purposes of internal governance.
- (c) The Customer authorizes PromoRepublic to transfer Personal Data to approved Sub-processors engaged in accordance with Clause 6.7. for carrying out specific processing activities (on behalf of the Customer) provided that PromoRepublic and the Sub-processor can ensure compliance with Data Protection Legislation. Such International Transfers are effected by way of a Lawful Transfer Mechanism, including the SCCs, UK Addendum (provided the conditions for the use of foregoing agreements are met) or a relevant contract that guarantees that Personal Data will be protected as required by Data Protection Legislation.

### 7.1. Transfers from the European Economic Area to a Third Country

Where the Processing involves International Transfer from PromoRepublic to Customer established in a third country, the SCCs shall be incorporated by reference and form an integral part of this DPA with PromoRepublic as “**Data Exporter**” and Customer as “**Data Importer**”.

- (a) In relation to transfers of Personal Data protected by the GDPR and processed in accordance with Sections 2 (a) of this DPA, the SCCs shall apply, completed as follows:
- (1) the Module Four (Processor to Controller) provisions shall apply and the Module One, Two and Three provisions shall be deleted in their entirety;
  - (2) Clause 7 shall be omitted;
  - (3) in Clause 11 right to lodge a complaint with an independent dispute resolution body shall not be included;
  - (4) for the purpose of Clause 13 the data exporter is established in an EU Member State;
  - (5) in Clause 17, Option 1 shall apply and the SCCs shall be governed by the law of Finland;
  - (6) in Clause 18 (b), disputes shall be resolved before the courts of Finland;
  - (7) the Annexes of the SCCs shall be populated with the information set out in the Annexes to this DPA;
  - (8) In the event of a contradiction between the SCCs and the provisions of related agreements between the Parties, existing at the time these SCCs are agreed or entered into thereafter, these SCCs shall prevail.
- (b) In relation to transfers of Personal Data protected by the GDPR and processed in accordance with Sections 2 (b) of this DPA, the SCCs shall apply, completed as follows:
- (1) the Module Three (Processor to Processor) provisions shall apply and the Module One, Two and Four provisions shall be deleted in their entirety;
  - (2) Clause 7 shall be omitted;
  - (3) in Clause 11 right to lodge a complaint with an independent dispute resolution body shall not be included;

- (4) for the purpose of Clause 13 the data exporter is established in an EU Member State;
- (5) in Clause 17, Option 1 shall apply and the SCCs shall be governed by the law of Finland;
- (6) in Clause 18 (b), disputes shall be resolved before the courts of Finland;
- (7) the Annexes of the SCCs shall be populated with the information set out in the Annexes to this DPA;
- (8) In the event of a contradiction between the SCCs and the provisions of related agreements between the Parties, existing at the time these SCCs are agreed or entered into thereafter, these SCCs shall prevail.

### **7.2. Transfers from the UK to a Third Country**

- (a) In relation to transfers of Personal Data protected by the UK GDPR, the SCCs as incorporated under Section 7.1. shall apply with the following modifications:
  - (1) the SCCs shall be amended as specified by the UK Addendum, which shall be incorporated by reference;
  - (2) Tables 1 to 3 of Part 1 of the UK Addendum shall be deemed completed using the information contained in the Annexes of this DPA;
  - (3) Table 4 of Part 1 of the UK Addendum shall be deemed completed by selecting “importer”; and
  - (4) any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

### **7.3. Transfers from Switzerland to a Third Country**

- (a) In relation to transfer of Personal Data protected by the Swiss DPA, the SCCs as incorporated under Section 7.1. shall apply with the following modifications:
  - (1) references to “Regulation (EU) 2016/679” shall be interpreted as references the Swiss DPA;
  - (2) references to “EU,” “Union,” and “Member State” shall be replaced with “Switzerland”;
  - (3) references to the “competent supervisory authority” and “competent courts” shall be interpreted as references to the “Swiss Federal Data Protection and Information Commissioner” and the “competent Swiss courts”;



(4) the SCCs shall be governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.

## **8. Assistance to the Customer**

- (a) PromoRepublic shall promptly notify the Customer of any request or complaint it has received from the Data Subject. It shall not respond to the request itself, unless authorized to do so by the Customer.
- (b) PromoRepublic shall assist the Customer in fulfilling its obligations to respond to Data Subjects' requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with (a) and (b), PromoRepublic shall comply with the Customer's instructions.

## **9. Notification of Personal Data Breach**

- (a) In the event of the Personal Data Breach, PromoRepublic shall cooperate with and assist the Customer for the Customer to comply with its obligations, where applicable, taking into account the nature of Processing and the information available to PromoRepublic.
- (b) In the event of the Personal Data Breach concerning data processed by PromoRepublic, PromoRepublic shall notify the Customer without undue delay after PromoRepublic having become aware of the breach. Such notification shall contain, at least:
  - (1) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
  - (2) the details of a contact point where more information concerning the Personal Data Breach can be obtained;
  - (3) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.
- (c) Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

### **SECTION III**

#### **FINAL PROVISIONS**

##### **10. Termination**

This DPA will terminate contemporaneously and automatically with the termination of the Platform Subscription Agreement.

##### **11. Return and Deletion of Data**

Within ninety (90) days following termination of this DPA, PromoRepublic shall, at the choice of the Customer, delete all Personal Data processed on behalf of the Customer and certify to the Customer that it has done so, or, return all the Personal Data to the Customer and delete existing copies unless applicable law requires storage of the Personal Data. Until the data is deleted or returned, PromoRepublic shall continue to ensure compliance with this DPA.

##### **12. Jurisdiction**

This DPA shall be governed by and construed in accordance with the provisions of the governing law and jurisdiction in the Platform Subscription Agreement, unless otherwise required by Data Protection Legislation.

ANNEX I

**A. LIST OF PARTIES**

<b>CUSTOMER</b>	<b>PROMOREPUBLIC</b>
<b>Name:</b> entity/ies identified as Customer on the Order Form	<b>Name:</b> PromoRepublic Oy
<b>Company number:</b> the Customer's company number	<b>Company number:</b> 2703642-5
<b>Address:</b> the Customer's address	<b>Address:</b> specified on the Order Form by PromoRepublic
<b>Contact person's name, position and contact details:</b> the Primary Contact name, position, email specified on the Order Form by the Customer	<b>Contact person's name, position and contact details:</b> the Primary Contact name, position, email specified on the Order Form by PromoRepublic
<b>Activities relevant to the data processed under these Clauses:</b> Customer orders and receives Services in accordance with the Platform Subscription Agreement.	<b>Activities relevant to the data processed under these Clauses:</b> Provision of the Services in accordance with the Platform Subscription Agreement.
<b>Role:</b> Controller	<b>Role:</b> Processor

**B. DESCRIPTION OF THE PROCESSING**

**Categories of Data Subjects whose personal data is processed:** Customer's Team Members/Users, employees, contractors, representatives, as well as all relevant end users of the Platform Services on behalf of the Customer.

**Categories of personal data transferred:** Personal and Business Contact information, Account information, Customer Content, Feedback and correspondence, Information from Connected Social Networks and Social Media Accounts, Technical Information and any other personal data that Data Subjects provide on or through the Platform.

**The frequency of the transfer:** on a continuous basis.

**Nature of the Processing:** any or all of the following processing operations: collection, recording, organization, structuring, storage, adaptation/alteration, retrieval, consultation, use, alignment / combination, restriction, erasure / destruction.

**Purpose(s) of the data transfer and further Processing:** provision of the Platform Services under the Platform Subscription Agreement.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:** The personal data shall be retained for no longer than necessary for the purpose(s) of the Platform Subscription Agreement.

### **C. COMPETENT SUPERVISORY AUTHORITY**

- (a) With respect to the Processing of Personal Data to which the GDPR applies, the competent supervisory authority is:

Office of the Data Protection Ombudsman  
P.O. Box 800  
FI-00531 Helsinki  
Tel. +358 29 56 66700  
Fax +358 29 56 66735  
Email: [tietosuoja@om.fi](mailto:tietosuoja@om.fi)  
Website: <http://www.tietosuoja.fi/en/>

- (b) With respect to the Processing of Personal Data to which the UK GDPR applies, the competent supervisory authority is:

Information Commissioner's Office  
Wycliffe House, Water Lane  
Wilmslow, Cheshire, SK9 5AF,  
United Kingdom  
Tel. 0303 123 1113  
Fax 01625 524510  
Contact details: <https://ico.org.uk/global/contact-us/>  
Website: <https://ico.org.uk/>

- (c) With respect to the Processing of Personal Data to which the Swiss DPA applies, the competent supervisory authority is:

The Swiss Federal Data Protection and Information Commissioner  
Feldeggweg 1  
CH - 3003 Bern, Switzerland  
Tel. +41 (0)58 462 43 95  
Fax +41 (0)58 465 99 96  
Email: [info@edoeb.admin.ch](mailto:info@edoeb.admin.ch)  
Website: <http://www.edoeb.admin.ch>

## **ANNEX II**

### **TECHNICAL AND ORGANIZATIONAL MEASURES**

PromoRepublic shall at least implement the technical and organizational measures specified at <https://promorepublic.com/en/technical-and-organisational-measures/> to ensure the security of the personal data.

## **ANNEX III**

### **LIST OF PROMOREPUBLIC PROCESSORS/SUB-PROCESSORS**

The Sub-processors currently engaged by PromoRepublic and authorized by the Customer are listed at <https://promorepublic.com/en/list-of-promorepublic-processors-sub-processors/>.