

## Data Processing Addendum

This data processing addendum and attached schedules (the "**Addendum**") apply to the Processing of Personal Data by Ports Group AB (the Processor) on behalf of Client (the Controller) in order to provide the services agreed in the Agreement (Services).

This Addendum is subject to the terms as defined in Ports Group's general Terms and Conditions for Legal Services and Ports Group's general terms for registrar services. Capitalized terms used and not defined herein have the meanings given them in the General Data Protection Regulation (Regulation (EU) 2016/679 (the "**GDPR**").

### Background

- a) The Processor will Process Personal Data for the Controller as part of providing Services to the Controller, and as may be further detailed as necessary in **Schedule 1**.
- b) The Client is to be considered as Personal Data Controller and Ports Group is to be considered as Personal Data Processor as defined in the GDPR.
- c) Client is the sole Controller of Client Personal Data. Client appoints Ports Group as Processor to Process Client Personal Data as set out in this Addendum. To demand changes to this Addendum Client can contact Ports Group via the contact information under section 8.

### 1. The Controller's instructions

- 1.1 The Processor shall Process Personal Data only in accordance with documented instructions from the Controller, as set out in Schedule 1, and in accordance with the GDPR. Accordingly, the Controller undertakes to keep the Processor harmless for such damage as the Processor suffers as a direct consequence of the Controller's instructions leading to the Processor Processing Personal Data in violation of the GDPR. In the event that the Processor does not have necessary instructions, the Processor shall inform the Controller and thereafter await instructions that the Controller deems necessary. The Processor shall also immediately inform the Controller if, in its opinion, an instruction infringes the GDPR.

### 2. Commitments of the Processor

- 2.1 Furthermore, the Processor shall in particular:
  - (a) have an appropriate technical and organisational safety and take all measures required pursuant to Article 32 in the GDPR to protect the Personal Data Processed under this Addendum, including but not limited to, ensuring that persons authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (b) assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 in the GDPR (such as technical and organisational measures, notification and information in case of a Personal Data Breach, data protection impact assessment and prior consultation) and the Controller's obligations

pursuant to Chapter III in the GDPR regarding Data Subjects' rights (such as the right to information, access, rectification, erasure, restriction of Processing, data portability, objection to automated decision-making);

- (c) refer any request to access Personal Data from a Data Subject, the Data Protection Authority or any other Third Party to the Controller. The Processor shall also without delay notify the Controller of any contact with the Data Protection Authority concerning, or possibly concerning, the Processing of Personal Data under this Addendum;
- (d) at the choice of the Controller, delete, anonymize or return all Personal Data to the Controller after the termination of the Agreement, irrespective of the reason thereto, including the deletion of existing copies, unless the GDPR, domain name registries or Member State law requires storage of the Personal Data;
- (e) promptly notify the Controller of any security incidents where such incidents have resulted in or are likely to result in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Personal Data covered by this Data Processing Addendum;
- (f) upon request from the Controller, promptly provide the Controller with all requested information about the incident such as the facts relating to the incident, its effects and the remedial action taken and cooperate with the Controller in communicating about the incident with the supervisory authority where necessary;
- (g) upon instruction to delete Personal Data from the Controller's Data Subject, destroy, overwrite or otherwise delete the data within no more than 180 days;
- (h) assist the Controller with information necessary for the Controller to comply with its obligations as a Controller towards the Data Protection Authority and/or Data Subjects.

2.2 Furthermore, the Processor shall always Process Personal Data in compliance with the GDPR. This includes, but is not limited to, maintaining a record of Processing activities, provide access to the record of Processing activities when requested by the Data Subject or the Controller, and to immediately notify the Controller of if the Processor suspects that there is a risk that individuals' rights and freedoms are violated.

2.3 The client authorize Ports Group to, on the Client's behalf, enter into standard contractual clauses with sub-Processors in third countries, specifically standard contractual clauses for the transfer of personal data to Processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (2010/87/EU).

### 3. Liability

3.1 Neither party shall be liable to the other party in any event for indirect damages such as loss of profits, reduced turnover, loss and corruption of data, failure to comply with Third Party obligations or loss of benefit of the Processing or the Addendum otherwise.

**4. Term**

4.1 This Addendum shall commence from seven (7) days after Client received the Addendum, if no changes to the Addendum has been requested, and no later than May 25<sup>th</sup> 2018. The Addendum shall last as long as the Processor Processes Personal Data on behalf of the Controller. The Addendum may be terminated by either party by terminating the Agreement in accordance with the rules of termination specified in the Agreement.

**5. Third Party Requests and Confidentiality**

5.1 Ports Group will not disclose Client Personal Data to any third party, unless authorised by the Client or required by law. If a government or Supervisory Authority demands access to Client Personal Data, Ports group will notify Client prior to disclosure, unless prohibited by law.

5.2 Ports Group requires all of its personnel authorized to Process Client Personal Data to commit themselves to confidentiality and not Process such Client Personal data for any other purposes, except on instructions from Client or unless required by applicable law.

**6. Audit**

6.1 Upon Client's written request Ports Group shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

6.2 Ports Group will provide Client or its mandated auditor with the information necessary to demonstrate compliance with the obligations laid down in this Addendum.

6.3 Each party will bear its own costs in respect to clauses 6.1 and 6.2.

**7. Miscellaneous****7.1 Survival of obligations**

7.1.1 On termination of this Addendum, regardless of the reason for such termination, the following Clauses shall survive and continue in full force and effect; clause 7.1 (Survival of obligations) and clause 7.4 (Governing law and disputes).

**7.2 Changes and additions**

7.2.1 Changes and additions to this Addendum must be in writing (with express reference to this Addendum) and duly executed by the Parties.

**7.3 Sub-Processors**

7.3.1 The Processor is entitled to hire sub-Processors for Processing Personal Data on behalf of the Controller. The Processor undertakes to inform the Controller regarding the Processor's possible plans to hire and/or substitute a sub-Processor, giving the Controller the opportunity to object to such changes.

7.3.2 If the Processor hires sub-Processors for Processing Personal Data on behalf of the Controller, the Processor is fully liable towards the Controller for such sub-Processors' activities

7.3.3 The Processor shall hire sub-Processors in accordance with the Categories defined in Schedule 2.

#### **7.4 Governing law and disputes**

7.4.1 This Addendum shall be governed by and construed in accordance with the laws of Sweden.

7.4.2 Any dispute, controversy or claim arising out of, or in connection with, this Addendum, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("the **Institute**"). The seat of arbitration shall be Gothenburg, Sweden.

7.4.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

7.4.4 The Parties agree, without limitation in time, not to disclose the existence or contents or any decisions or awards with regards to this Addendum or information about proceedings, arbitration or mediation due to the same. The provisions set forth in this Clause 7.4.4, shall not apply unless in compliance with law, other legislation, authority's order, securities exchange regulations or practice on the securities exchange or is otherwise required for the enforcement of a decision.

### **8. Contact details**

#### **8.1 Company contact details**

8.1.1 For any changes to this Addendum, questions about how we Process your Personal Data or information and contact information for the designated responsible person for Personal Data, please feel free to contact us via the following contact information:

gdpr@portsgroup.com

legal@portsgroup.com

## Schedule 1 – Purpose of the Processing

### 1. Instructions

- 1.1 The Processor undertakes to follow the instructions set out in this **Schedule 1**, which can be amended from time to time through a written message from the Controller to the Processor.
- 1.2 The Processor shall Process Personal Data in order to provide full service solutions for management and active global protection for intellectual property and domain names. This includes filing, registration and management of trademark registrations and other intellectual properties; filing, registration and management of domain names and related services; IT-services such as hosting, security services, watch services and related services. In addition to this, the Processor Process Personal Data in order to provide strategic advice regarding above mentioned services, consultancy services related thereto and secure management for minimization of business risks.
- 1.3 The nature, purpose and subject matter of the Processing is the provision of the Service as described in the Agreement.

### 2. Duration of the Processing

- 2.1 The Processor shall Process Personal Data for the Duration of the Agreement, unless otherwise agreed on in writing.
- 2.1.1 Certain data must be stored for a longer period of time, even after a business relationship has been terminated, when this is required by national law. Such requirements may for example be included in tax or book keeping laws. Please also note that some domain name registries also require that certain data is stored for a longer period of time. However, no information about you will be saved for longer than necessary or in a manner that is inconsistent with law.

### 3. Security

- 3.1 The Processor will endeavour to take adequate technical and organizational measures against loss or any form of unlawful Processing (such as unauthorized disclosure, deterioration, alteration or disclosure of Personal Data) in connection with the performance of Processing Personal Data under this Data Processing Addendum.
- 3.2 The Processor does not guarantee that the security measures are effective under all circumstances. The Processor will endeavour to ensure that the security measures are of a reasonable level, having regard to the state of the art, the sensitivity of the Personal Data and the costs related to the security measures.

### 4. Type of Personal Data

- 4.1 The Processor Process Personal Data which is necessary to administer the relation with the Controller and to provide services in accordance with the Agreement.

This typically includes information such as name, address, email address, and telephone number, but can also include other technical information such as for example IP address, including;

- name;
- address;
- email address;
- telephone number;
- title;
- position;
- employer;
- contact information;
- connection data;
- localisation data.

## **5. Categories of Data Subjects**

- 5.1 The Data Subjects of the Controller may include the Controller's end users, employees, contractors, suppliers and other third parties.

## Schedule 2 – Sub Processors

### 1. Categories of Sub-Processors

1.1 The Processor shall use Sub-Processors in the following categories:

#### 1.1.1 Domains

Partners the Processor use in order to be able to register domains within the European Union but also globally, such as:

- Domain registrys
- Domain suppliers
- Domain registrars

#### 1.1.2 Legal services

Legal agents the Processor use in order to handle intellectual property such as brands.

#### 1.1.3 IT suppliers

Partners the Processor use in order to offer customers a variety of IT related services, such as:

- SSL suppliers
- Cloudbased server

#### 1.1.4 Business software

Partners the Processor use in order to maintain and manage business with the customers, such as:

- Invoicing and accounting
- CRM system
- E-signing and Sales Follow Up
- Legal management system
- Email
- Help desk software

#### 1.1.5 General

- Debt collection agencies
- Postal services