Data Processing Agreement – GuestXP

1. Introduction

When fulfilling the obligations under the agreement entered into between Guest XP AB, reg. no 559545-9016 ("**GuestXP**") and its customer ("**Customer**") regarding Processor's provision of the services, GuestXP will process Personal Data on behalf of the Customer. As a consequence thereof, the Parties are entering into this Data Processing Agreement ("**DPA**") to govern the conditions for the GuestXP's Processing of, and access to, Personal Data to which the Customer is a Controller and that the Processor process on behalf of the Customer. This DPA shall by reference apply to all agreements executed between the Parties in which GuestXP is the Processor of the Customer, and the DPA shall remain in force for as long as GuestXP Processes Personal Data on behalf of the Customer.

2. Definitions

Unless the circumstances clearly indicate otherwise, definitions or terms used in this DPA shall be defined as set forth below and any term which is used in the General Data Protection Regulation and which is not stated below shall be defined as follows from Article 4 of the General Data Protection Regulation.

"**Other Regulation**" means national laws, regulations, provisions, and judicial decisions, as well as decisions, guidelines, and general guidance from relevant agencies (including the Article 29 Group/European Data Protection Board) which, from time to time, apply to Processing of Personal Data (excluding the General Data Protection Regulation);

"**Processing**" means an 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, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction;

"**General Data Protection Regulation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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);

"**Instruction**" means the instructions which the Customer gives to GuestXP from time to time within the scope of this DPA;

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

"**Controller**" means a natural or legal person, public authority, institution, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by European Union law or European Member State law, the Controller or the specific criteria for its nomination may be provided for by European Union law or European Member State law;

"**Processor**" means a natural or legal person, public authority, institution, or other body which processes Personal Data on behalf of the Controller;

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

stored, or otherwise Processed; and

"**Data Subject**" means the living natural person who is alive and whose Personal Data is Processed.

3.   Processing of Personal Data and Instruction

3.1   The Parties agree that GuestXP will, as a Processor to the Customer, Process certain Personal Data for which the Customer is the Controller. For the avoidance of doubt, GuestXP may have access to the same Personal Data in the capacity of Controller, but at the same time process such Personal Data as Processor for the Customer, and this DPA only applies to the later Processing.

3.2   In its capacity as Processor, GuestXP shall be responsible for carrying out all Processing of Personal Data on the Customer's behalf in accordance with the DPA, the General Data Protection Regulation, any Other Regulation, and the Instruction.

3.3   GuestXP warrants that it shall take suitable technical and organizational measures to ensure that the Processing of Personal Data under this DPA meets the requirements of the General Data Protection Regulation and any Other Regulation and ensures protection of the Data Subject.

3.4   GuestXP undertakes to Process the Personal Data only as is necessary to attain the purpose of each Processing. This undertaking relates, for example, to the quantity of Personal Data, the scope of the Processing, the duration of the Processing of the Personal Data, and its accessibility.

3.5   Taking into consideration the nature of the Processing, GuestXP shall assist the Customer by taking suitable technical and organizational measures, to the extent possible, to enable the Customer to perform its obligation to respond to requests regarding the exercise of the Data Subject's rights in accordance with Chapter III of the General Data Protection Regulation.

3.6   GuestXP shall without undue delay inform the Customer if GuestXP cannot perform its obligations under this DPA.

3.7   GuestXP may only process the Personal Data which is covered under this DPA in accordance with the instructions of the Customer (including in respect of transfers of Personal Data to a third country or an international organization, provided such Processing is not required pursuant to EU law or the national law of a Member State to which the GuestXP is subject and, in such case, GuestXP shall inform the Customer of the legal requirement before the data is Processed, unless such information is prohibited with reference to an important public interest under relevant national law). The Customer's instructions are in principle conclusively stipulated and documented in this DPA. Any separate instructions deviating from what is stated in this DPA or which impose additional requirements requires GuestXP's consent.

3.8   The Processing by GuestXP occurs in the below stated manner and scope and for the below purposes. Further, the types of Personal Data and categories of Data Subjects are also set forth below. The duration of the processing is the period during which GuestXP provides services to the Customer;

3.8.1   *The purpose of GuestXP's Processing of Personal Data on behalf of the Customer are:*

To provide the services (as detailed in the applicable service agreement(s)) to the Customer, meaning that the Personal Data Processed will be used to create and maintain a profile of the Customer's customer, and share such profile with the Customer with the aim to enable the Customer to improve and provide adjusted services to its customers.

3.8.2   *GuestXP's Processing of Personal Data on behalf of the Customer shall mainly pertain to (the nature of the Processing):*

Storing of Personal Data and gathering of Personal Data related to a Data Subject in order to create and maintain a profile of the Data Subject. Additionally, the Personal Data will be used to analyze behaviors, patterns and preferences of the Data Subject in order to provide insights about the Data

Subject to the Customer. Guest XP will conduct profiling of the Data Subject for these purposes.

3.8.3 The Processing includes the following types of Personal Data about Data Subjects:

The Personal Data that is made available by the Customer to GuestXP through the Customer's booking system and notes regarding the Data Subjects (e.g. contact details, gender, job data, allergies) as well as Personal Data gathered from other third party sources, such as social media and third party booking services (e.g. job data, contact details, photographs).

3.8.4 Processing includes the following categories of Data Subject:

Guests and customers of the Customer.

3.8.5 Term of Processing under this DPA

GuestXP's processing of personal data on behalf of the Customer may be performed when this DPA commences. GuestXP's processing of personal data on behalf of the Customer will last as long as it is necessary for both parties to fulfil the obligations under the service agreement between the parties.

4. Internal access

4.1 GuestXP, its employees, and other persons who perform work under GuestXP's supervision and who gain access to Personal Data belonging to the Customer may only process such Personal Data in accordance with the Instructions, unless such person is obligated to do so pursuant to European Union law or Swedish national law.

4.2 GuestXP shall ensure that its employees and all other persons for whom GuestXP is liable and who are authorized to process Personal Data covered by this DPA adheres to a confidentiality undertaking (unless such person is subject to a relevant and suitable statutory confidentiality obligation).

5. Security

5.1 GuestXP shall take all necessary safeguards in conjunction with the Processing as are required under the General Data Protection Regulation (and particularly Article 32), any Other Regulation, and this DPA.

5.2 Taking into consideration the type of Processing and the information which GuestXP has, GuestXP shall assist the Customer in ensuring that the obligations regarding security can be satisfied in a manner which follows from Article 32 of the General Data Protection Regulation.

5.3 In conjunction with the assessment of an appropriate security level, particular consideration shall be given to the risks which follow from the Processing, particularly resulting from unintentional or unlawful destruction, loss, or modification, from unauthorised disclosure, or from unauthorised access to the Personal Data which is transferred, stored, or otherwise processed.

6. Personal Data breach

6.1 Taking into consideration the type of Processing and the information available to GuestXP, GuestXP shall assist the Customer in ensuring that the obligations arising due to any Personal Data Breach can be fulfilled in a manner as required in Articles 33-34 of the General Data Protection Regulation.

6.2 GuestXP shall notify the Customer without undue delay after GuestXP has learned of a Personal Data breach. The notification shall contain the following:

(i) a description of the nature of the Personal Data breach, the categories and approximate number of affected Data Subjects, and the categories and approximate numbers of affected personal data records;

(ii)   a description of the likely consequences of the Personal Data breach.

6.3   GuestXP undertakes to document all Personal Data breaches, including the circumstances surrounding the Personal Data breach, its effects, and any corrective measures GuestXP is aware have been taken. Upon request, the documentation shall be provided to the Customer as soon as possible.

7.   Impact assessment

Taking into consideration the nature of the Processing and the information, which is available to GuestXP, GuestXP shall assist the Customer in fulfilling its obligations, if any, to conduct an impact assessment and/or prior consultation with a supervisory authority pursuant to Articles 35 and 36 of the General Data Protection Regulation.

8.   Sub processors

8.1   GuestXP has the right to engage sub processors for the Processing of Personal Data, provided that GuestXP shall not use sub processors, other than sub processors (i) identified in the GuestXP's sub processor list as of the date the DPA is entered into or (ii) otherwise deemed approved in accordance with this DPA, without the prior written authorisation of the Customer. The list of sub processors engaged by GuestXP shall be made available to the Customer upon request. The list of sub processors shall include the identities of such sub processors and their country of location. GuestXP shall also provide a mechanism to subscribe to notifications of new sub processors used to provide the service. Such mechanism and the list of subprocessors are available at: guestxp.io/subprocessors Notice of a new sub processor is deemed given, and such notice is deemed received upon the update of the sub processor list.

8.2   A notification of changes of sub processors will be provided at least thirty days before the change comes into effect. The Customer may only object to such change for important reasons and in the event no objection is raised within fourteen days after the receipt of the notification, the Customer's right to object lapse. If the Customer objects to the change, GuestXP is entitled to terminate the agreement regarding provision of services to the Customer with a notice period of thirty (30) days (without any penalty or other obligations towards the Customer). GuestXP shall ensure that any sub processors enter into a written data processing agreement before the sub processor begins work related to the Customer. Where GuestXP engages a sub processor for carrying out specific Processing activities on behalf of the Controller, the same data protection obligations as set out in the DPA shall be imposed on such sub processor by way of contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the DPA and the General Data Protection Regulation. GuestXP shall therefore be responsible for requiring that the sub processor at least complies with the obligations to which the data processor is subject pursuant to the DPA and the General Data Protection Regulation.

8.3   The Customer acknowledges and instructs and authorizes GuestXP to transfer Personal Data to any country or territory, including outside of the EU/EEA, as necessary for engaging the agreed sub processors. Any transfer of personal data to third countries or international organizations by GuestXP shall however only take place in compliance with Chapter V GDPR and while ensuring an equivalent level of protection of the personal data under this DPA as granted within the EU/EEA through the General Data Protection Regulation. If not otherwise agreed, the parties agree that for any transfer of personal data to countries outside of the EU member states / the EEA (where such country does not have an adequate level of data protection as deemed by the European Commission or such other supervisory authority from time to time), GuestXP agrees to process personal data in compliance with the European Commission approved controller to processor Standard Contractual Clauses ("**Model Clauses**"), including adherent appendices, applicable at the effective date. The

Model Clauses are hereby incorporated into this DPA by reference. For these purposes, GuestXP agrees that it is a "data importer" and the Customer and/or its affiliates, as applicable, is/are the "data exporter" under the Model Clauses. For the purposes of the Model Clauses, section 3.6 A1-5 of this DPA shall serve as Annex I, Appendix B shall serve as Annex III and Section 5 shall serve as Annex II. If after the effective date, the European Commission issues new Model Clauses for controller-to-processor contracts that replace the Model Clauses, the parties agree to replace the Model Clauses effective at the effective date with the new Model Clauses. The terms of the new Model Clauses shall apply to the personal data processed under this DPA from the effective date of the new Model Clauses and thereafter. Such action will not invalidate or render this DPA unenforceable. For the avoidance of doubt, and if agreed between the parties, data transfers to the United States of America, may be transferred on the basis of the EU-US Data Privacy Framework, provided that the data importer holds a valid and current certificate under said framework. In case transfers to third countries or international organizations, which GuestXP has not been instructed to perform by the Customer, is required under EU or Member State law to which the data processor is subject, GuestXP shall inform the Customer of such legal requirement prior to processing, unless prohibited by law on important grounds of public interest.

9.   Information request

9.1   In cases where a Data Subject or other third party requests information from GuestXP in respect of Processing of Personal Data which belongs to the Customer, GuestXP shall refer such Data Subject or third party to the Customer.

9.2   In cases other than those which follow from clause 9.1, GuestXP may only disclose information to a third party where GuestXP has obtained an instruction to do so from the Customer or such obligation is stipulated in an agreement or mandatory provision of law.

10.   Transparency

GuestXP shall grant the Customer access to information which is required and necessary to enable the Customer to verify compliance with the obligations which follow from this DPA, the General Data Protection Regulation (particularly Article 28 of such Regulation), and any Other Regulation. GuestXP shall also enable and assist in audits, including inspections, which are conducted by the Customer or by a third party authorized by the Customer, provided that such audits shall be notified at least 14 days in advance and carried out during GuestXP's normal office hours and without interfering with GuestXP's regular operations.

11.   Liability

11.1   Each party's liability for breach of this DPA, the liability between the parties and the limitation of any liability shall be as set out below under this clause 11 and in Article 82 in the GDPR. Any limitations of liability in any agreement between the parties shall apply to the Processing of Personal Data under this DPA, unless otherwise set forth in such agreement.

11.2   In the event a Data Subject or any third party directs any claims towards any party based on the other party's Processing of Personal Data, the failing party shall hold the other party harmless for such claims if they result from the failing party's failure to comply with (a) this DPA, including its appendices, instructions, subsequent instructions, or (b) the GDPR and/or other applicable law, but only to the extent of the claim attributable to such failure.

12.   Termination of the DPA

12.1   When GuestXP discontinues Processing Personal Data on behalf of the Customer, GuestXP shall return all Personal Data to the Customer in the manner instructed by the Customer or, upon the Customer's written notification, destroy and erase all Personal Data which is associated with the

DPA. This DPA shall remain in force notwithstanding the termination of another agreement between the Parties until such time as GuestXP and any sub processors retained by GuestXP discontinue Processing Personal Data on behalf of the Customer.

12.2 Following termination of the DPA, GuestXP shall not be entitled to save any Personal Data belonging to the Customer, except as required by law.

13. Assignment

Neither Party shall be entitled to assign its rights and/or obligations under the DPA, in whole or in part, without the prior written consent of the other party.

14. Governing law and dispute resolution

14.1 This DPA shall be governed and interpreted in accordance with Swedish law (however not including conflict of law provisions).

14.2 Any dispute, controversy or claim arising out of or in connection with this contract, 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 "**SCC**").

14.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be Swedish, unless the Parties agree that it shall be English.