

Personal Data Agreement

Parties

Customer according to the main agreement

PushAppy AB
559063-1718

(on behalf of their own and their Group Companies) (the '**Customer**' or '**Personal Data Controller**').

(on behalf of their own and their Group Companies, the '**Supplier**' or the '**Personal Data Processor**').

The Customer and the Supplier are jointly called 'Parties' or 'Party' individually. References to the 'Customer' or the 'Supplier' shall be considered as referring to each Party or Parties that is currently acting in this capacity.

In connection with Processing, the Customer shall be considered the Personal Data Controller, and the Supplier shall be considered the Personal Data Processor.

Structure of the agreement

Structure of the agreement and order of application

The term Main Agreement refers to all individual agreements that are referred to in the Processing Specifications.

This Personal Data Agreement ('PDA') forms an integrated part of the Main Agreement, which means that all applicable parts of the Main Agreement (including provisions regarding applicable legislation and dispute resolution) shall apply to this PDA; however, on the assumption that the terms in this PDA shall take priority in the event of potential conflict with the Main Agreement.

The PDA includes these appendices, which apply in the following order:

1. Definitions
2. Processing Specifications

Definitions

In this PDA, terms with initial capitals in applicable cases shall reflect the content that is specified in Appendix 1. If and to the extent it is not otherwise required by the context, all terms in the singular form shall include the plural form, and vice versa.

Purpose

Area of application

The purpose of this PDA is to regulate the Supplier's processing of Personal Data on behalf of the Customer in accordance with all agreements that have been entered into between the Parties, including the agreement that is herein named the "Main Agreement").

The purpose of this PDA is to establish a binding agreement between the Parties regarding processing of Personal Data in the manner required by Legislation. The Parties agree and approve that if the Legislation or applicable governmental regulations are significantly modified, the terms in this PDA shall be adjusted so that they correspond to the greatest possible extent to the principles that the Parties originally agreed to when this PDA was signed.

The Parties shall specify the Processing to be performed according to this PDA Appendix 2, the Processing Specifications which – in their complete format – shall constitute an integral part of this PDA; on the assumption that the terms in the Processing Specifications shall have priority in the event of any conflict with this PDA.

Rights and obligations

General

The Party shall be responsible for ensuring that the Processing takes place in accordance with Legislation that applies to this Party and in accordance with the principles for good information processing.

Rights and obligations of the Personal Data Controller

The Personal Data Controller shall provide the Personal Data Processor complete and documented instructions regarding Processing; which instructions shall follow the Legislation;

be authorised and obligated to specify the purpose and means of Processing the Personal Data;

ensure that everyone whose Personal Data has been registered has received all of the necessary notifications and information, as well as ensure that the necessary legal basis exists for transferring Personal Data to the Personal Data Processor for the relevant time period, and permit the Personal Data Processor to carry out the Processing according to what is prescribed herein;

if the Personal Data Controller is representing their Group Companies or a third-party in accordance with this PDA, they shall ensure that the Personal Data Controller has all of the legal authorisations to enter into and fulfil this PDA on behalf of the named company with the Personal Data Processor and allow the Personal Data Processor to Process the Personal Data in accordance with the terms in this PDA and the Main Agreement; and confirm that

the Processing that is prescribed in this PDA fulfils the requirements of the Personal Data Processor, including questions regarding security and

the Personal Data Processor has obtained all of the necessary information from the Personal Data Controller so that the Personal Data Processor shall be able to perform the Processing in accordance with the Legislation.

Rights and obligations of the Personal Data Processor

The Personal Data Processor shall

1. only Process personal data on the instructions of the Personal Data Controller, unless otherwise required according to the Legislation, and in the latter case, the Personal Data Processor shall notify the Personal Data Controller of the deviating legal requirement (assuming that the Legislation does not forbid such notification). For the sake of clarity, it should be noted that the Personal Data Controller shall always be considered to have instructed the Personal Data Processor to provide the Service in the manner that is defined and agreed in the Main Agreement and according to Appendix 2;
2. ensure that persons who are authorised to perform the Processing in accordance with this PDA have pledged to maintain confidentiality or are subject to a statutory duty of confidentiality, as specified in this PDA;
3. take all security measures required by the Personal Data Processor according to the Legislation in the manner specified in this PDA;
4. fulfil all of the terms that are specified in the Legislation when utilizing a Subprocessor in a manner specified in this PDA;
5. to the extent that this is possible, and while taking the type of Processing into consideration, support the Personal Data Processor through appropriate technical and organizational measures so that the Personal Data Controller can fulfil their obligation to respond to requests from a registered party to exercise their rights in accordance with the Legislation;
6. support the Personal Data Controller to fulfil their legal obligations, including those involving data security, registering personal data breaches, performing an impact assessment of data security measures, and obligations regarding prior consultation, if required by the Personal Data Processor according to the Legislation, while considering the type of Processing and the information that the Personal Data Processor can access;

Security in conjunction with processing

Security measures

The Personal Data Processor shall take and maintain suitable technical and organisational measures to safeguard the Personal Data, while considering:

1. the latest developments, the costs of implementation, and the type of processing, the scope, context and purposes, as well as the risks, varying degrees of probability and seriousness, the natural person's rights and freedoms; and
2. the risks that the Processing involves, in particular from unintentional or unlawful destruction, loss or alteration, or unauthorised disclosure or unauthorised access to the Personal Data that is being transferred, stored, or otherwise processed.

Details regarding security measures

The following safety measures shall be taken when appropriate:

1. pseudonymisation and encryption of Personal Data,
2. the ability to continuously ensure the confidentiality, integrity, accessibility and durability of the processing systems and services,
3. the ability to restore availability and access to the Personal Data in a timely manner in the event of a physical or technical breach, and
4. a process for regularly testing, reviewing, and evaluating the effectiveness of the technical and organizational measures that shall ensure the security of the Processing.

Information regarding security measures

The Personal Data Controller is responsible for ensuring that the Personal Data Processor is informed of all of the circumstances (including risk assessment and processing of special categories of Personal Data) regarding the Personal Data that is provided by the Personal Data Controller that affect the technical and organizational measures covered by this PDA.

Changes Changes shall be implemented in accordance with the process for handling changes in accordance with the Main Agreement.

Subprocessors

Use of subprocessors From time to time, the Personal Data Processor can use Subprocessors to Process Personal Data in accordance with this PDA.

The Personal Data Processor shall ensure that the Subprocessor observes the data protection obligations that apply to the Personal Data Processor according to this PDA or corresponding obligations that ensure the same level of data protection.

The Personal Data Processor is responsible for their Subprocessors as they are for themselves.

Consent The Personal Data Controller consents to allow the Personal Data Processor to use the Personal Data Processor's Group Companies as Subprocessors when Processing Personal Data according to this PDA. The Personal Data Processor can also chose to use Subprocessors that are not group companies. In these cases, the Personal Data Processor shall ensure that the Subprocessor fulfils the commitments according to this PDA and applicable legislation. The Personal Data Processor is not responsible for informing the Personal Data Controller in each such individual instance, rather a Current List of these subprocessors is available upon request from happy@pushappy.com

The Personal Data Controller, by entering into this PDA, approves the Subprocessors that were used previously.

Transferring personal data

The Customer's consent to the transfer of personal data outside of Approved Jurisdictions

The Personal Data Processor may only transfer Personal Data outside of the European Union's territory, the European Economic Area or other countries that the European Commission has confirmed can guarantee a sufficient level of data security (jointly referred to as the "Approved Jurisdictions") with the prior, written consent of the Personal Data Controller.

Data protection when transferring Personal Data

If required by applicable legislation, the Personal Data Processor shall enter into a proper contract arrangement with the relevant Parties (including with the Personal Data Controller or their Group Company) in order to legally transfer Personal Data from the Approved Jurisdictions to third countries.

Similar contract arrangements shall be made in accordance with standard data protection provisions that are adopted or approved by the European Commission (Standard Contract Clauses"). As an alternative to the Standard Contract Clauses, the Personal Data Processor can transfer Personal Data outside of the Approved Jurisdictions on the basis of other reasons for transmission, assuming that the protection fulfils the requirements set forth in applicable legislation.

Registering a Personal Data Breach

Registration process in the event of Personal Data Breach

The Personal Data Processor shall notify the Personal Data Controller without unnecessary delay if the Personal Data Processor, or any of their Subprocessors, becomes aware of a Personal Data Breach. The report shall be submitted to the contact person appointed by the Personal Data Controller unless otherwise agreed between the Parties.

Content of the report The Personal Data Processor shall notify the Personal Data Controller without unnecessary delay regarding the circumstances that gave rise to the Personal Data Breach, as well as any other related information that the Personal Data Controller can reasonably request and that are available to the Personal Data Processor.

In addition, the report to the Personal Data Controller, to the extent that such information is available

to the Personal Data Processor, shall include:

1. a description of the type of Personal Data Breach, including, if possible, the categories and approximate number of registered Parties that are affected, as well as the categories and the approximate number of personal data items that are affected;
2. a description of the probable consequences of the Personal Data Breach; and
3. a description of the measures that the Personal Data Processor has taken or suggested in order to rectify the Personal Data Breach, including, when appropriate, measures to mitigate the potential negative effects of the breach.

The Parties can agree separately on a more detailed reporting process regarding security breaches.

Inspection

General The Personal Data Controller is authorised to review the activity that the Personal Data Processor performs in accordance with this PDA (“Inspection”).

Performing the Inspection When performing the Inspection, the Personal Data Controller shall use external inspectors who are not competitors with the Personal Data Processor.

The Parties shall agree well in advance on the Time as well as the other details regarding performing the Inspection.

The Inspection shall be performed in such a way that it does not jeopardize the obligations of the Personal Data Processor with respect to third Parties (including the Personal Data Processor's customers, partners and sellers). All of the Personal Data Controller's representatives or external inspectors who are participating in the Inspection shall reach a customary confidentiality agreement for the benefit of the Personal Data Controller.

Right of Authorities to perform Inspections The Personal Data Processor shall always allow all relevant governmental authorities who monitor the activity of the Personal Data Controller to perform Inspections of the Personal Data Processor's activity, whereby this PDA shall be applied to applicable parts of the Inspection.

Costs for the Inspection The Personal Data Controller is responsible for all costs for the Inspection and compensates the Personal Data Processor for all costs that are caused by the Inspection; however, if the Inspection reveals significant deficiencies in the activity of the Personal Data Processor, the Personal Data Processor is responsible for their own costs for the Inspection.

Confidentiality

Obligations of the Personal Data Processor The Personal Data Processor shall

1. keep all Personal Data confidential that is provided by the Personal Data Controller,
2. ensure that persons who are authorised to process the Personal Data have pledged to maintain confidentiality, and
3. ensure that the Personal Data is not revealed to third Parties without the prior, written consent of the Personal Data Controller, unless the Personal Data Processor is not obligated to reveal the information according to mandatory legislation or governmental regulation.

Notification of the request If a registered party or a governmental agency makes a request related to the Personal Data that is covered by this PDA, the Personal Data Processor shall notify the Personal Data Controller as quickly as is reasonably possible regarding this request before the Personal Data Processor provides a response or takes other actions regarding the Personal Data.

In those cases where an authorised government agency demands an immediate response, the Personal Data Processor shall notify the Personal Data Controller of the request as quickly as is reasonably possible after providing answers. If the Supplier is prohibited according to mandatory legislation or governmental regulations from providing such information, the Supplier is not obligated to notify the Personal Data Controller of the request.

Liability for damages

General Limits to the liability for damages that are set forth in the Main Agreement also apply to this PDA.

Responsibility The Parties approve that responsibility for administrative sanctions that are imposed by authorised government agencies or for claims that are put forth by registered Parties on the basis of the Processing according to this PDA shall be directed toward the Parties according to the obligations that apply to each Party according to the Legislation. In addition, administrative sanctions or damages shall be paid by the Party that has not fulfilled their obligations according to the Legislation, as stipulated in decisions by the relevant governmental agencies or authorised court of law.

Validity

General This PDA remains in effect:

1. for as long as there is a valid main agreement between the Parties; or
2. as long as any obligation remains on the basis of the Processing Specifications.

Terms that remain in effect Terms that by their nature are intended to remain in effect remain so regardless whether this PDA ends.

Appendix 1 - Definitions

Processing refers to an action or combination of actions regarding Personal Data or Personal Data arrangements, regardless of whether they are automated or not, such as collecting, registering, organising, structuring, storing, processing or changing, creating, reading, using, distributing by transferring, disseminating or supplying in some other manner, adjusting or summarizing, limiting, deleting or destroying.

Processing Specifications refers to the appendix to this PDA which specifies the processing in accordance with this PDA.

Group Companies refers to all legal persons who directly or indirectly are owned or controlled by a Party or who directly or indirectly own or control a Party or that are under the same direct or indirect ownership or control as a Party, as long as such ownership or such control lasts. Ownership or control refers to direct or indirect ownership of more than 50 percent (50%) of the nominal value of the share capital or more than 50 percent (50%) of the voting rights that enable voting for board members or persons who perform similar duties or exercise rights that in some other way choose or appoint board members or persons who can jointly exercise the corresponding decision-making power.

Legislation refers to the EU's General Data Protection Regulation (2016/679) and the applicable data protection laws that currently apply to the Processing that is carried out in accordance with the Main Agreement and this PDA. The Parties agree and approve that until the EU's General Data Protection Regulation (2016/679) becomes applicable (25 May 2018), this PDA is interpreted in accordance with the data protection laws that apply to the Main Agreement.

Personal Data refers to any information that concerns an identified or identifiable natural person, whereby an identifiable natural person is a person that directly or indirectly can be identified specifically in reference to an identifier such as a name, identification number, location information or online identifiers, or one or more factors that are specific to the natural person's physical, physiological, genetic, mental, economic, cultural or social identity.

Personal Data Controller refers to the Customer who determines the purpose and the means for the Processing.

Personal Data Processor refers to the Supplier who processes Personal Data on behalf of the Personal Data Controller.

Personal Data Breach refers to a security breach that leads to unintentional or unlawful destruction, loss or alteration, or unauthorised disclosure or unauthorised access to the Personal Data that is transferred, stored or otherwise processed on the basis of this agreement.

Services refers to all services that are provided in accordance or in connection with the Main Agreement.

Subprocessor refers to a processor who the Personal Data Processor has assigned the task of performing the Processing in full or in part in accordance with this PDA on behalf of the Personal Data Processor.

Appendix 2 - Processing Specifications

The various Personal Data that the Personal Data Processor will Process include

- Name
- Email address
- Telephone number
- Image
- Other requested Personal Data for Services according to instructions from the Personal Data Controller

In the case that the end user chooses to participate in a followup that includes step reporting and the user consents to collection of physical activity data (steps) from third party (Google Fitness, Apple Health) the Personal Data Controller will collect physical activity data (steps) with the purpose of presenting a summary of the physical activity data over a time. Collected physical activity data will not be shared with any third party.

The Personal Data Processor may use Personal Data from the Personal Data Controller for development purposes in order to improve their product. The Personal Data Processor may also use the Personal Data if required to support the Personal Data Controller's users.