

PERSONAL DATA PROCESSING AGREEMENT

This personal data processing agreement (the "**Processing Agreement**") has this day been concluded between:

- A. Cardskipper AB, org.no 556856-6169 ("**Cardskipper**"); and
- B. Allied Rainbow Communities, org.no _____ (the "**Client**").

A and B are also referred to below individually as "**Party**" and jointly as the "**Parties**".

1. General

- 1.1 Cardskipper provides a service in the form of a digital platform for the handling of bookings, subscriptions and renewal of membership/member cards, as well as purchase of products from the organisation of which a member has previously been a member or, has themselves, or via another, been connected to (the "**Service**"). The Parties have concluded a separate agreement regarding Cardskipper's provision of the Service to the Client (the "**Agreement**").
- 1.2 Cardskipper will, as the Client's personal data processor, upon implementation of the Agreement, process such personal data for which the Client is the data controller. The purpose of this Processing Agreement is to guarantee a secure, correct and lawful handling of personal data as well as fulfilling applicable requirements governing personal data processing agreements. The Processing Agreement forms an integral part of the Agreement.
- 1.3 Concepts which are employed in this Processing Agreement shall be interpreted in accordance with the European Parliament and Council's General Data Protection Regulation (EU) 2016/679 ("**GDPR**") as well as future local adjustments (commonly "**Data Protection Rules**"). Concepts in the Processing Agreement shall have the understanding as shown in the first instance by the Data Protection Rules and otherwise by the Agreement, unless the circumstances clearly indicate otherwise.

2. Responsibility and instruction

- 2.1 The type of personal data and categories of those registered which are processed by Cardskipper under this Processing Agreement as well as the purpose, nature, duration and object of the processing, are described in Annex 1 (Instruction regarding handling of personal data).
- 2.2 The Client is the data controller for all personal data that Cardskipper as a data processor processes for the Client's account under the Processing Agreement. The Client is thereby responsible for ensuring that current Data Protection Rules are observed. The Client undertakes, in particular, to:
 - 2.2.1 inform Cardskipper concerning the content of the Data Protection Rules in those parts which are of relevance to Cardskipper for carrying out the processing;
 - 2.2.2 immediately inform Cardskipper of changes which affect Cardskipper's obligations under the Data Protection Rules or this Processing Agreement;
 - 2.2.3 immediately inform Cardskipper if a third party undertakes measures or submits claims with regard to Cardskipper's handling under The Processing Agreement;
 - 2.2.4 upon implementation of examinations, including inspections under clause 2.3.5, to take necessary confidentiality measures and to observe Cardskipper's security

provisions at the location where the inspection is to be carried out, without a risk of obstructing Cardskipper's activity or protection for Cardskipper's other Clients' information; and

2.2.5 quickly inform Cardskipper if anyone else, together with the Client, is responsible in respect of the relevant personal data information.

2.3 Cardskipper, or whosoever works under Cardskipper's management, shall:

2.3.1 only process personal data in accordance with the Client's documented instructions and not for purposes other than those for whom Cardskipper has been appointed;

2.3.2 observe the Data Protection Rules and current recommendations from the supervisory authorities;

2.3.3 take the technical and organisational measures which are required in accordance with the Data Protection Rules (including Article 32 in GDPR) in order to ensure a security level which is suitable for protecting the personal data which is handled against unintentional or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access viewed in relation to the degree of sensitivity of the personal data which is handled;

2.3.4 in consideration of the type of handling and the information that Cardskipper has at its disposal, assist the Client in ensuring that the obligations under Articles 32 – 36 in GDPR concerning security for personal data, are implemented, which include assisting the Client in respect of consequential assessments as well as notify the Client regarding personal data incidents without unnecessary delay after Cardskipper has become aware of such an incident;

2.3.5 within a reasonable time of the Client's request for information, and to the extent that the Client has previously specified the content and extent of such information within a reasonable time, give the Client access to such information as is required in order to show that Cardskipper's obligations under the Data Protection Rules have been fulfilled. Cardskipper shall also enable and contribute towards examinations, including inspections which are carried out by an independent auditor who has been authorised by the Client and accepted by Cardskipper.

2.3.6 inform the Client of any contacts from supervisory authorities which relate to the handling of personal data. In order to avoid misunderstandings: Cardskipper has no right to represent the Client or to act on the Client's behalf in relation to the supervisory authority;

2.3.7 through technical and organisational measures which, with regard to the nature of the handling, are appropriate, help the Client to the extent possible so that the Client can fulfil its obligation to respond to requests from the registered instance upon the registered instance's exercising of its rights under the Data Protection Rules; and

2.3.8 ensure that the Client can fulfil any obligation to enable data portability regarding personal data that Cardskipper processes for the Client's account under this Processing Agreement.

2.4 The Client's documented instructions which apply upon the Processing Agreement being concluded are shown in Annex 1. Over and above these, the Processing Agreement and the

Agreement shall otherwise be deemed to constitute all of the Client's documented instructions to Cardskipper regarding the handling of personal data.

- 2.5 The security measures that Cardskipper undertakes in accordance with clauses 2.3.3 and 2.3.4 are, in the Client's assessment, sufficient for Cardskipper's fulfilment of its obligations under the Processing Agreement. If, during the time of the Processing Agreement, the Client requires further security measures, Cardskipper shall meet these requirements to the greatest possible extent against the Client's payment in accordance with clause 5.
- 2.6 If Cardskipper discovers that an instruction is in breach of the Data Protection Rules, Cardskipper shall notify the Client of its position and await The Client's amended written instructions within a reasonable time. If the Client does not provide new instructions within a reasonable time, Cardskipper has the right, at the Client's expense, to take reasonable and necessary security measures in order to comply with the Data Protection Rules.
- 2.7 Irrespective of what is stated in this clause 2, Cardskipper may process personal data for the Client if such handling is required under Union law or in accordance with a member state's national law which Cardskipper, or whosoever Cardskipper appoints for the handling of personal data for the Client's account ("**Sub-processor**"), is covered by. In such a case, Cardskipper or the sub-processor shall inform the Client of the legal requirement prior to the handling, inasmuch as such information is not prohibited.
- 2.8 During the agreement period relating to this Processing Agreement and subsequently, Cardskipper has the right to store and, in other ways, to process data which originates from the Client, provided that such data is aggregated or rendered anonymous, i.e. does not contain personal data.

3. Confidentiality and release of information

- 3.1 Cardskipper shall ensure that persons with authority to process personal data have undertaken to observe confidentiality regarding such handling or that they are covered by an appropriate statutory obligation of silence. This confidentiality undertaking applies during the term of validity of the Processing Agreement and beyond. The confidentiality undertaking does not, however, apply to such information that Cardskipper is required to disclose to an authority or is otherwise obliged to disclose in accordance with the Data Protection Rules or the law.
- 3.2 If a request is received by Cardskipper to have sight of information that Cardskipper processes for the Client's account, Cardskipper shall quickly forward on the request to the Client. Cardskipper, or whosoever works under Cardskipper's management, may not release personal information or other information concerning the handling of personal details without an instruction to this end from the Client, unless such an obligation exists under the Data Protection Rules.

4. Sub-processing and transfer

- 4.1 The Client hereby gives Cardskipper a general prior permission to appoint Sub-processors for the handling of personal data. Personal data may, however, only be handled by a Sub-processor on condition that Cardskipper concludes a written agreement, or other legal device under Union law, where the Sub-processor is subject to corresponding obligations with regard to data protection to which Cardskipper is subject in accordance with this Processing Agreement.
- 4.2 Cardskipper shall particularly ensure that Articles 28.2 and 28.4 in GDPR are observed upon the appointment of a Sub-processor and ensure that the Sub-processor provides adequate

guarantees concerning the implementation of suitable technical and organisational measures in such a manner that the handling meets the requirements in GDPR.

- 4.3 Cardskipper shall, at the Client's request, inform the Client about which Sub-processors are appointed by Cardskipper and provide the further specified information concerning the Sub-processor's handling which the Client can reasonably request under the Data Protection Rules.
- 4.4 Cardskipper shall inform the Client of any plans to appoint new Sub-processors or to replace Sub-processors. The Client has the right to object to such changes. If the Client wishes to object, this shall be done in writing and immediately upon the Cardskipper's information concerning this being given to the Client as well as against the Client's payment to Cardskipper for all costs which Cardskipper sustains due to the Sub-processor in question not being able to be used. Cardskipper also has the right to terminate the Agreement (including this Processing Agreement) upon the Client's objection to the Sub-processor subject to thirty (30) days' notice of termination.
- 4.5 Cardskipper or the Sub-processor may transfer personal information to a place outside the EU/EEA provided that Cardskipper ensures that there is a lawful basis for the transfer under the Data Protection Rules, e.g. through the application of the EU Commission's standard contractual clauses for the transfer of personal data to a third country, or provisions which replace these. The Client hereby gives Cardskipper the right to conclude such standard contractual clauses with the Sub-processor for the Client's account.

5. Additional costs

- 5.1 Cardskipper shall have the right to full compensation for all work and all costs that arise as a consequence of the fulfilling of the clauses 2.3.5, 2.3.7 and 2.3.8 as well as clauses 3.2, 4.3, 7.2, 8.1 and 8.2. Cardskipper shall also have the right to compensation for all work and all costs which relate to the Client's instructions for the handling and which go beyond the functions and the security level that Cardskipper normally offers its Clients, e.g. such as require Cardskipper to make special adjustments for the Client's account. If the Client so requires, Cardskipper shall provide the Client with a time and cost schedule for the for the work in accordance with any of the sections mentioned above. The work will be initiated after the Client's approval of the time and cost schedule.
- 5.2 All costs for which Cardskipper has a right to compensation under clause 5.1 shall be compensated in accordance with Cardskipper's price list and hourly rates applicable at any given time, unless the Parties have agreed otherwise in writing. Costs shall be compensated at Cardskipper's actual costs.

6. Compensation liability

- 6.1 Should Cardskipper, whosoever works under Cardskipper's management or a Sub-processor appointed by Cardskipper, process personal data in breach of this Processing Agreement or the statutory, documented instructions which the Client has provided, Cardskipper shall compensate the Client for the direct loss that the Client has sustained due to incorrect handling. Cardskipper's liability under this clause 6.1 shall always, however, be limited to an amount corresponding to the fees that the Client has paid to Cardskipper under the Agreement over a period of twelve (12) months prior to when the loss occurred.
- 6.2 The Client shall compensate Cardskipper for direct losses – including any administrative sanction charges – which Cardskipper sustains as a consequence of Cardskipper's or a Sub-processor's handling of personal data for the Client's account and which Cardskipper has caused through a

breach of the Data Protection Rules if the breach has occurred due to the Client's unclear, defective or unlawful instructions, the Client's provision of data in breach of the Data Protection Rules, deficient information from the Client concerning which categories of data are dealt with or otherwise due to circumstances on the part of the Client. The Client's liability in relation to Cardskipper shall be restricted to a maximum of an amount corresponding to the fees which the Client has paid to Cardskipper under the Agreement over a period of twelve (12) months prior to the loss occurring.

6.3 Neither of The Parties shall, in regard to the other Party, be liable for loss of profits, loss of enjoyment of an agreement, loss of goodwill, anticipated savings, loss of data or other indirect losses or damage of any kind, other than in the event of gross negligence or intent.

6.4 Cardskipper's compensation obligations regarding claims and losses under clause 6.1 only apply on condition that i) the Client without unnecessary delay notifies Cardskipper, in writing, of the direct loss that the Client is caused or about the claim that is submitted against the Client; and ii) the Client permits Cardskipper to control the defence of the claim and to decide on any settlement independently.

7. Agreement term and measures upon termination

7.1 The Processing Agreement comes into effect when it has been duly signed by both Parties.

7.2 Upon the Agreement's termination Cardskipper shall, within a reasonable time, delete the personal data that Cardskipper processes under this Processing Agreement, including any existing copies, unless storage of personal data is required under current law. Cardskipper shall return the personal data to the Client instead of deleting these if the Client so wishes at the termination of The Agreement.

7.3 This Processing Agreement shall apply for as long as Cardskipper processes personal data for The Client's account, including through deleting or returning in accordance with clause 7.2 above. The Processing Agreement shall thereafter automatically cease to apply.

8. Changes in the Processing Agreement

8.1 If the Data Protection Rules change during the agreement period of the Processing Agreement, or if a supervisory authority issues guidelines, decisions or regulations concerning the application of the Data Protection Rules which cause this Processing Agreement not to be able to fulfil the requirements which are imposed in respect of a personal data processing agreement, this Processing Agreement shall be amended in order to cater for such new or future requirements. Such amendments come into effect no later than thirty (30) days after the Client has forwarded the amendment notification to Cardskipper or, otherwise, no later than within such a period of time as is stated in the Data Protection Rules, supervisory authority's guidelines, decisions or regulations.

8.2 Amendments to Annex 1 shall be documented and shall be notified in writing to Cardskipper, no later than thirty (30) days before the amendment comes into effect.

8.3 If, within the periods of time stated in clauses 8.1 and 8.2 above, Cardskipper notifies the Client that Cardskipper has reasonable cause for opposing the Client's changes to the Processing Agreement or the instructions in Annex 1, Cardskipper shall be entitled to terminate the Agreement.

8.4 Other changes to this Processing Agreement shall, in order to be binding, be drawn up in writing and be duly signed by the Parties.

9. Miscellaneous

9.1 This Processing Agreement replaces any previous personal data processing agreements and other documents concerning personal data processing which apply between the Parties. The Processing Agreement has precedence over the Agreement with regard to the purpose of this Processing Agreement, irrespective of what is stated in the Agreement.

9.2 Should any provision (or part thereof) in the Processing Agreement be deemed to be invalid, this shall not mean that the Processing Agreement is invalid in its entirety. To the extent that the invalidity has a considerably significant effect regarding a Party's obligations under the Processing Agreement, reasonable adjustment to the Processing Agreement shall be made.

9.3 If a Party assigns the Agreement, the Processing Agreement shall also be deemed to be assigned to whosoever takes over The Agreement. This Processing Agreement can, however, continue to have validity between the original Parties. The Processing Agreement may not be assigned separately from the Agreement.


9.4 Swedish law shall apply to this Processing Agreement. Any disputes shall be resolved in accordance with the dispute resolution provision in The Agreement.

* * * *

This Processing Agreement has been drawn up as two (2) original copies, of which The Parties have each retained their own.

Motala 15.04.2020

CARDSKIPPER AB



Joakim Schelin CEO

Allied Rainbow Communities

NAME:

ANNEX 1 – INSTRUCTION REGARDING PROCESSING OF PERSONAL DATA

<p>Objective Cardskipper processes personal data for the following objectives:</p>	<p>Cardskipper shall only process Personal Data in order to provide the Service and thereto related support and maintenance services to Client. Cardskipper thereby only carries out handling of personal data with the aim of providing the Service to the Client, including the enablement of bookings as well as subscribing to and renewal of membership/member cards, as well as purchase of products from the organisation of which a member has previously been a member or, has themselves, or via another, been connected to.</p> <p>Cardskipper never takes individual measures with personal data for which the Client is the instance responsible for personal data.</p>
<p>Categories of those registered All categories of those registered whose data will be handled by Cardskipper are the following:</p>	<p>The Client's members [and the Client's representatives administrating the Client's member page via the Service].</p>
<p>Categories of personal data Categories of personal data that will be handled by Cardskipper comprise:</p>	<ul style="list-style-type: none"> - Name. - Any member number. - Date of birth. - Any date of birth number. - Any Gender. - Mail. - Any Nationality. - Any Address, Post code and Place. - Mobile number. - Payment information. - Role in the organisation. - Title in the organisation. - Any Locality data. <p>Cardskipper will not process any separate categories of personal data on behalf of the Client, such as e.g. information regarding health nor other more integrity-sensitive data than those just listed, and that also includes the available fields Extra1, Extra2, Extra3 as well as search labels.</p> <p>The Client is fully responsible for ensuring that no other categories of data than those mentioned above are handled within the Service or otherwise in such a manner that Cardskipper can come to process such personal data.</p>
<p>Weeding policy The weeding times that apply with regard to when personal data which are handled by Cardskipper are to be weeded, are the following:</p>	<ul style="list-style-type: none"> - Registered contact data for non-active Members are saved for two (2) years. - Data which are subject to the Swedish Booking Act are saved for seven (7) years. - Imported files with contact data are saved for sixty (60) days. - Registered contact data are saved for maximum one hundred and eighty (180) days if The Agreement is terminated.

IT security measures:

Access control	<p>The operating environment is protected by Microsoft Active Directory. Rights to the systems are found with selected employees of Cardskipper and its Sub-processors.</p> <p>Different authorities for testing and operation.</p>
Back-up	<p>The operation database is security copied in its entirety every night.</p> <p>Incremental copying (part-backup) takes place once (1) every half-hour.</p> <p>Back-up files are sent encrypted to storage service (Microsoft Azure) and stored for two (2) months; they are then deleted automatically.</p> <p>No Long-Term-backup is made.</p>
Logging of access personal data	<p>Logins and logouts of the administrator interface is logged for six (6) months and can be analysed if required.</p> <p>Each individual search for personal data is not logged.</p> <p>Access via support system is not logged.</p>
Authorisation and authorities	<p>Are handled in Cardskipper's administrator interface.</p>
Encryption of data communication	<p>All communication which includes personal data takes place outside of firewalls, is encrypted in accordance with industry standard (TLS>=1.2).</p>
Deletion	<p>Back-up files are deleted after two (2) months. Otherwise refer to the Weeding Policy above.</p> <p>Test environments are updated continuously from the operating environment so that old data disappears.</p>
Service and repairs of units where personal data is stored	<p>Physical access to operation hardware with selected employees at Cardskipper and its Sub-processors. As required, also consultants from hardware suppliers.</p>
Firewalls, separation of environments and anti-virus protection	<p>Separate firewalls are present for test and production environment respectively.</p>