

## DATA PROCESSING AGREEMENT

### BETWEEN:

Epassi Finland Oy (Business ID: 3220764-7) and Epassi Clearing Oy (Business ID: 2872241-9) (all, jointly, as relevant, “**Epassi**”) as a data processor on behalf of the data controller [Customer who has signed a service contract with Epassi] (“**Customer**” or “**Controller**”).

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

### 1. SUBJECT AND PURPOSE

This data processing agreement (hereinafter the “**Data Processing Agreement**”) is applied to the processing of Personal Data as part of Epassi Service Agreement for Employer Customers (“**Service Agreement**”) under which Epassi shall provide certain services as detailed in the Service Agreement (the “**Services**”) to the Customer.

This Data Processing Agreement sets forth the Parties’ obligations regarding data protection and compliance with Data Protection Laws, and the Parties (including their representatives) are required to comply with this Data Processing Agreement in connection with the performance of their obligations under the Service Agreement.

The scope of the processing is described further in the Annex A (Description on the Scope and Processing of Personal Data and list of approved subprocessors). Any additional processing of Personal Data must be agreed separately. Where needed, the Parties shall supplement the Service Agreement by completing a separate document further describing the processing of Personal Data under the Service Agreement.

The Parties acknowledge that relevant Data Protection Laws shall be observed during the provision of the Services. Furthermore, the Parties acknowledge that Epassi will be operating as the controller for all processing of Personal Data relating to the Customer's employees' (i.e. Epassi’s end-users’) use of the Services which is not explicitly set out in the Service Agreement or this Data Processing Agreement, relating to, i.a. providing regulated end-user payment services (distribution and use of a personal payment instrument) and end-user communications related to the use of the end-user services (e.g. Epassi mobile application). The Customer shall ensure that it has a right to transfer Personal Data to Epassi according to the Service Agreement for the purposes described in the Epassi Privacy Policy (<https://www.epassi.fi/privacy-policy>).

### 2. DEFINITIONS

“**Personal Data**” shall mean personal data as defined in the Data Protection Laws.

“**Data Breach**” shall mean a data breach, as defined in the Data Protection Laws.

“**Data Subject**” shall mean a natural person, as defined in the Data Protection Laws, whose Personal Data Epassi processes under the Service Agreement.

“**Data Protection Laws**” means national and EU legislation concerning data protection, such as General Data Protection Regulation (“**GDPR**”, EU 2016/679).

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The terms related to data protection which are not defined in this Data Processing Agreement, are used in accordance with the GDPR.

### 3. COMPLIANCE AND CUSTOMER'S INSTRUCTIONS

Epassi shall comply with the Data Protection Laws while providing the Services.

To the extent that Epassi is processing Personal Data on behalf of the Customer, Epassi shall process Personal Data solely to the extent necessary for fulfilling their obligations under the Service Agreement and in accordance with the documented and lawful instructions expressly provided in the Service Agreement or this Data Processing Agreement.

Should any future written instructions of the Customer go beyond the legally necessary, or if the Customer submits new instructions above the instructions under this Data Processing Agreement and the Service Agreement, Epassi shall be entitled to a reasonable compensation in accordance with Epassi's from time to time applicable price list /incurred costs, or as separately otherwise agreed between the Parties.

Epassi shall ensure that its subprocessors comply with the same requirements concerning any Personal Data.

Epassi shall notify the Customer if Epassi cannot fulfil its obligations under this Data Processing Agreement or if Epassi is of the view that an instruction regarding the processing of Personal Data would be in breach of applicable Data Protection Laws, unless Epassi is prohibited from notifying the Customer under any applicable legislation.

### 4. USE OF THIRD PARTIES IN PROCESSING

The Epassi may engage subprocessors to process Personal Data provided that:

- (i) such engagement shall be under a written contract on data processing, and
- (ii) such data processing agreement with the subprocessor shall include obligations correspondent to and not less restrictive than what is set out in this Data Processing Agreement.

Epassi shall upon engagement of a new subprocessor notify the Customer in writing without undue delay. Epassi shall be liable for the subprocessor's processing of Personal Data as for its own processing under this Data Protection Agreement. The subprocessors used are defined in this Data Processing Agreement's Annex A (Description on the Processing of Personal Data and list of approved subprocessors).

### 5. PROCESSING PERSONAL DATA OUTSIDE THE EU/EEA

By this Data Processing Agreement, the Customer authorizes any current transfers to third countries that are necessary for provisioning of the Services. The locations where Personal Data can be transferred are listed in this Data Processing Agreement's Annex A (Description on the Processing of Personal Data and list of approved subprocessors).

Should the provision of Services be located in a country that is outside the EU/EEA, Epassi shall ensure compliance with the Data Protection Laws in connection with all such transfers of Personal Data. If such third country shall not offer an adequate level of data protection, Epassi shall enter into the appropriate contractual arrangements on the transfer of Personal Data to third countries, such as EU Commission

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standard contractual clauses for international transfers (SCCs) including any supplementary measures, where assessed to be necessary.

## 6. CONFIDENTIALITY

Epassi shall keep and maintain Personal Data confidential and, unless specifically agreed otherwise with the Customer in writing, shall not disclose or transfer Personal Data, in part or in whole, to any third party during or after the term of the Service Agreement unless otherwise required by any applicable legislation or authorized in advance in writing by the Customer or for the performance of this Data Processing Agreement and the Service Agreement.

The Customer undertakes to keep any and all information that the Customer may receive about Epassi's security measures, routines, IT systems, service providers or that is otherwise of confidential nature, strictly confidential and not disclose confidential information to any third party. The Customer may disclose such information if the Customer is obligated to disclose such information according to the applicable legislation.

## 7. SECURITY MEASURES

Epassi shall implement and use its reasonable efforts to maintain at all appropriate times, operational and technical measures to protect the Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. The Epassi shall implement as reasonably required and applicable at least the following measures:

- (i) the pseudonymisation and encryption of Personal Data where so required by Data Protection Laws;
- (ii) ensuring at all times the ongoing confidentiality, integrity, availability and resilience of processing systems and services processing Personal Data;
- (iii) restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- (iv) regularly testing, assessment and evaluation of the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data.

Epassi shall keep accurate records of all processing of Personal Data under the Service Agreement and limit access of Personal Data to authorized and properly trained personnel with a well-defined "need-to-know" basis and who are bound by appropriate confidentiality obligations.

## 8. DATA BREACH

In the event of a Data Breach, Epassi shall notify the Customer in writing within 48 hours from when Epassi became aware of the Data Breach.

Upon the Customer's request, Epassi shall provide the Customer with reasonably detailed written notice of its discovery of any Data Breach. The Data Breach notification shall contain:

- (i) description of the nature of the Data Breach including where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
- (ii) description of the likely consequences of the Data Breach;
- (iii) description of the measures taken or proposed to be taken by Epassi to address Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

## 9. RIGHT TO AUDIT

The Customer shall have the right to audit the processing activities of Epassi under this Data Processing Agreement to examine the level of protection and security provided for Personal Data processed under the Service Agreement.

The Parties agree that this right shall be exercised by appointment of a recognized, independent third-party auditor with proven experience in the field. Such third party must not be a competitor of Epassi and prior to commencement of any auditing activities, the auditor must sign a confidentiality agreement with Epassi that is substantially similar to the confidentiality provisions contained in the Service Agreement.

The audit timetable, method and scope shall be agreed beforehand between the Parties and the audit may not burden Epassi or endanger Epassi or Epassi's other clients' delivery, quality, security or confidentiality. The Customer shall pay all costs related to the audit. The audit may be scheduled to start earliest 30 calendar days of Epassi receiving notification of such audit being conducted.

In the event of an audit request directly from a competent supervisory authority regarding processing of Personal Data, Epassi will diligently cooperate with the Customer in answering any request.

## 10. ACCESS TO PERSONAL DATA AND RIGHTS OF DATA SUBJECTS

If requested by the Customer in order for the Customer to comply with the Data Protection Laws, Epassi shall, at its standard additional service rates, (i) provide the Customer with a copy of individuals' Personal Data in tangible form, (ii) correct, block or delete individuals' Personal Data, (iii) provide the Customer with such information and cooperation regarding the processing of Personal Data under the Service Agreement as the Customer may reasonably request, including assisting in facilitating the exercise of their rights by Data Subjects, and (iv) assist the Customer in providing individuals whose Personal Data is being processed with such information regarding the processing as the Customer may reasonably request.

Epassi assists the Customer in ensuring compliance with the obligations pursuant to data protection impact assessment and any prior consultation, taking into account the nature of processing and the information available to Epassi. Epassi is entitled to charge the Customer for the costs for assisting with these actions according to its standard additional service rates.

## 11. LIABILITY

The provisions regarding liability set out in the Service Agreement shall apply to this Data Processing Agreement.

The Parties agree that responsibilities for administrative fines imposed by any supervisory authority or claims by Data Subjects are divided between the Parties relating to the responsibilities of the Parties and thus the Party who has failed in performing its legal obligations under Data Protection Laws as finally resolved by the relevant supervisory authority or competent court authorized to impose such fines or damages, is responsible to pay such fines or damages. In case both Parties are at fault, the fines or damages shall be distributed between the Parties in relation to the fault of the Parties.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

The governing law and dispute resolution provisions set out in the Service Agreement shall also apply to this Data Processing Agreement.

## 13. OTHER TERMS

This Data Processing Agreement is in force for as long as the Service Agreement is in force and for as long as, after the termination of the Service Agreement, it is necessary to complete the tasks related to the processing of Personal Data.

Amendments to this Data Processing Agreement shall be made only in writing and duly accepted by both Parties to be valid.

Neither of the rights nor the obligations of either Party under this Data Processing Agreement may be assigned in whole or in part without the prior written consent of the other Party, unless otherwise stated in this Data Processing Agreement or unless such assignment is done in connection with the transfer of the whole of the relevant business of either Party.

The appendices listed here below shall form an integral part of the Data Processing Agreement.

## 14. APPENDICES

This Data Processing Agreement has the following appendices:

Annex A: Description on the Processing of Personal Data and list of approved subprocessors.

## Annex A

### Description on the Processing of Personal Data

Epassi performs services to the Controller that will include processing of Personal Data by the processor as further specified below with respect to: (a) the nature and purpose of the processing of Personal Data; (b) the type of Personal Data and categories of Data Subjects; (c) the applicable information security measures; and (d) duration of the processing of Personal Data under the Service Agreement, as follows:

(a) the nature and purpose of the processing of Personal Data

Epassi processes the Controller's employment related Personal Data for the purposes of providing the Controller with the Services agreed in the Service Agreement, *i.a.* the offering, assignment, management and reporting of use of non-taxable or tax-subsidized employee benefits and/or payment services, in the scope agreed between the Controller and Epassi in the Service Agreement.

(b) the type of Personal Data and categories of Data Subjects

The Controller's employees', who are the recipients and beneficiaries of the employment benefits offered through Epassi's Service Personal Data as follows:

**Name, phone number, e-mail address, employee identification number and amount and nature of employment benefits allocated to such end-user.**

(c) the description of the applicable security measures

Personal data is transferred to Epassi in a secure channel through a sync-up interface connected to the Online service, or as otherwise agreed with the Controller (*e.g.* through the Controller's secure e-mail, at the Controller's risk), for the initial set-up of the Service for the employees of the Controller.

Epassi delivers the continuous processing and delivery of return data to the Controller through its Online service to the rightly authorized representative(s) of the Controller. Access to the Online service on the Controller's side is protected via authorized user logins and passwords. Further information on Epassi's Online service's system security measures will be delivered to the Controller at the Controller's request.

(d) duration of the processing of Personal Data

The Personal Data is processed for the full duration of the Service Agreement and for any additional duration thereafter as required to complete the processor's duties in accordance with the Service Agreement and applicable Data Protection Laws and/or requests of competent authorities.

### List of approved subprocessors

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Name of the service	Use	Name of the company, Location / Address
"Hetzner"	Hosting the Online service platform	Hetzner Online GmbH Industriestr. 25 91710 Gunzenhausen Germany  <a href="https://www.hetzner.com/rechtliches/datenschutz">https://www.hetzner.com/rechtliches/datenschutz</a>
"Microsoft 360"	Communication and processing of documents on SaaS-service	Microsoft Ireland Operations, Ltd. Attn: Data Protection One Microsoft Place South County Business Park Leopardstown Dublin 18, D18 P521, Ireland
ePassi services for customers	Support services for Finnish customers	Vakka-Suomen Puhelin Oy Pohjoistullikatu 11 23500 Uusikaupunki Finland
"Apsis"	Marketing tool	APSYS International AB Kungsgatan 6 211 49 Malmö Sweden Reception: +46 40 24 97 70 hello@apsis.com
Freshworks GmbH	Support tool	Freshworks GmbH Neue Grünstraße 17 10179 Berlin Germany
"Inexchange"	Electronic invoicing	InExchange Factorum AB Kaplansgatan 16E 541 34 Skövde Sweden
"Kundo"	Support tool used for case management	Kund-O AB Rosenlundsgatan 13 118 53 Stockholm Sweden
"Lime Technologies Sweden AB	CRM tool	Lime Technologies Sweden AB Kungsbroplan 1 112 27 Stockholm Sweden
"Mainloop"	IT-development	Mainloop Solutions AB Stora Nygatan 5 111 27 Stockholm Sweden
Telavox Oy	Support tool	Telavox Oy Pursimiehenkatu 26-30 C 00150 Helsinki <a href="https://telavox.com/">https://telavox.com/</a>

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