DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter the ”**DPA**”) is an integral part of Renance - Automated Financial Services Oy's ("**Renance**") (business ID: 2697751-4) Terms of Service Agreement (the “**Terms of Service**” or the “**Agreement**”). Based on the Agreement the customer (the “**Customer**”) acquires the Bezala service (the “**Bezala service**” or the “**Service**”) from Renance (collectively, the "**Parties**"). This DPA governs the processing of personal data related to Section 10 of the Terms of Service.

1. DEFINITIONS

The definition of personal data (“**Personal data**”) means any information relating to registered person (“**Data subject**”) which is sent to Renance, is accessed by Renance, or is otherwise processed by Renance on Customer´s behalf in relation to the Bezala service. The controller (“**Controller**”) means the entity which determines the purpose and means of the processing of Personal data. The processor (“**Processor**”) means entity which processes Personal data on the behalf of the Controller. The definitions correspond to the use and interpretation of terms in the European Union’s (EU) General Data Protection Regulation ("**GDPR**", Regulation 2016/679).

2. BACKGROUND AND PURPOSE OF THE AGREEMENT

This DPA governs the processing of Personal data by the Processor on behalf of the Controller and defines how the Processor ensures privacy on behalf of the Controller and its Data subjects through technical and organizational measures. In this DPA, the Parties do not intend to transfer any statutory obligations of the Controller to the Processor. The purpose of processing Personal data by the Processor on behalf of the Controller is to comply with the Agreement and this DPA. In the event of a conflict, this DPA takes precedence over the Agreement or other agreements between the Parties.

This DPA replaces any previous data processing agreements between the Parties.

3. ROLES AND CONFIDENTIALITY OBLIGATIONS OF THE PARTIES IN THE PROCESSING OF PERSONAL DATA

The Customer acts as the Controller for the data they have saved in the Bezala service. Renance and the companies belonging to the same group as it act as the Processor and comply with Renance's privacy policy, which is available at https://bezala.com/security/.

Each Party undertakes to keep confidential the business secrets and other confidential information of the other Party, as well as the information processed in connection with the Bezala service. They may not be used other than to fulfill the Agreement. The obligation of confidentiality shall remain after the termination of the Agreement. The Parties ensure that their personnel and subprocessors also commit to confidentiality.

4. OBLIGATIONS OF THE PROCESSOR

The Processor shall process Personal data only on behalf of the Controller and in accordance with the Controller's documented instructions. By accepting this DPA, the Controller instructs the Processor to process Personal data in the following way:

i) only in accordance with applicable laws;
ii) to comply with all obligations arising from the Agreement;
iii) in connection with the usual use of the Processor's services by the Controller in a manner specified separately; and
iv) as set out in this DPA.

The Processor informs the Controller upon receiving information about such instructions or other processing measures of the Controller that, in the Processor's opinion, violate the applicable data protection legislation.

The categories of Data subjects processed under this DPA, and the types of Personal data processed are listed in Section A.

The Processor assists the Controller with appropriate technical and organizational measures taking into account the nature of the processing and the information available to the Processor to fulfill the Controller's obligation to respond to the Data subject's requests pursuant to Chapter 3 of the GDPR and to ensure protection of Personal data as required by Articles 32–36 of the GDPR.

If the Controller requests information or assistance on information security related measures, documentation or other information related to the processing of Personal data, and the content of the requests deviates from the standard information or assistance provided by the Processor in accordance with the requirements of the applicable data protection legislation and this results in extra work for the Processor, the Processor may charge the Controller for such additional services.

The Processor ensures that the persons who have the right to process Personal data have committed to comply with the obligation of confidentiality or are subject to an appropriate statutory obligation of confidentiality.

The Processor shall notify the Controller of Personal data breaches without undue delay, so that the Controller can fulfill its statutory notification obligation related to Personal data breaches to the supervisory authorities and the Data subjects.

In addition, the Processor informs the Controller of the following matters to the extent that it is appropriate and legal:

i) requests made by the Data subject to access Personal data;
ii) requests made by authorities to access Personal data.

The Processor does not respond directly to the requests of the Data subjects, unless the Controller has authorized the Processor to act in this way. The Processor does not give access to the Personal data

processed on the basis of this DPA to authorities other than as required by law, for example by a court decision or other similar order.

The Processor does not manage and is not responsible for how the Controller uses the API interface provided by the Processor or similar third-party software integration into the service provided by the Processor. The Controller is fully responsible for these integrations.

5. OBLIGATIONS OF THE CONTROLLER

The Controller confirms the following points by accepting this DPA:

i) This DPA meets the requirements set by the data protection laws of the Controller's country of establishment regarding the Controller's written data processing agreement.
ii) The Controller processes Personal data in accordance with the applicable data protection legislation when using the services provided by the Processor in accordance with the Agreement.
iii) The Controller has the statutory right to process and transfer the relevant Personal data to the Processor (including subprocessors used by the Processor).
iv) The Controller is solely responsible for the accuracy, integrity, content, reliability, and legality of the Personal data provided to the Processor.
v) The Controller has fulfilled all the mandatory notifications to the authorities in connection with the processing of Personal data and the obligations and requirements regarding the acquisition of consents.
vi) The Controller has fulfilled its obligation to provide relevant information related to the processing of Personal data in accordance with the mandatory data protection legislation applicable to Data subjects.
vii) The Controller has accepted that the technical and organizational security measures required for adequate protection of the Data subject's privacy and Personal data presented by the Processor in this DPA are sufficient.
viii) The Controller uses the services provided by the Processor in accordance with the Agreement and does not transmit sensitive Personal data to the Processor except in the cases clearly specified in Section A of this DPA.
ix) The Controller maintains an up-to-date register of the types and categories of Personal data it processes, the processing of which differs from the types and categories of Personal data under Section A of this DPA.

6. USE OF SUBPROCESSORS AND TRANSFER OF DATA

The Processor has the right to transfer Personal data in order to provide the Bezala service within the EU, the European Economic Area (EEA) or other countries that the European Commission has determined to guarantee an adequate level of data protection. In order to provide the service, the Processor also has the right to transfer Personal data outside the EU/EEA in accordance with the data protection legislation. If Personal data is processed outside the EU/EEA, each party to the agreement ensures compliance with data protection legislation regarding the processing of Personal data.

The Processor may use subprocessors to provide the Bezala service to the Controller in accordance with the Agreement and this DPA. Such subprocessors can be subprocessors located in or outside the EU. The

Processor ensures that the subprocessors undertake to comply with the obligations corresponding to the obligations under this DPA.

Section B of this DPA lists the Processor's current subprocessors who may process Personal data.

The Processor has the right to change subprocessors during the term of the Agreement. The Processor informs the Controller in advance of all changes in subprocessors processing Personal data. The Controller has the right to object to such changes for a justified reason. The Controller must notify the objection without undue delay after it receives information about it from the Processor. If the Parties cannot reach an agreement on changing or adding a subprocessor, the Parties have the right to terminate the Agreement without a notice period.

By accepting this DPA, the Controller agrees to the Processor's use of subprocessors as described above.

7. INFORMATION SECURITY

The Processor ensures appropriate and industry-standard security through organizational, technical, and physical security measures that correspond to information security measures in accordance with Article 32 of the GDPR. The Parties are responsible for the appropriate and sufficient information security of the necessary equipment and IT environment under their responsibility.

8. AUDITING

The Controller may, at its own expense, audit the Processor's compliance with this DPA no more than once a year. The Controller may request the audit to be performed more often, if the legislation applicable to the Controller requires this.

If the content of the requested audit has been covered in an ISO 27001 or similar report prepared by an external auditor during the previous 12 months, and the Processor confirms that no essential changes have occurred in the audited procedures, the Controller undertakes to accept the results of the report and does not require the procedures contained in that report to be re-audited.

When requesting an audit, the Controller must present the Processor with a detailed audit plan, which shows the planned scope, duration and start date of the audit, at least four (4) weeks before the planned start time of the audit. If a third party performs the audit, both Parties must agree on this jointly. The person performing the audit must sign a non-disclosure agreement. If data processing takes place in an environment that is used by the Processor's other customers or other third parties, the Processor may demand that for security reasons the audit is performed by an objective third party chosen by the Processor. The audit must be carried out during normal working hours on site in accordance with the Processor's own practices and it must not unreasonably disrupt the Processor's business. The Controller is responsible for all costs of the requested audits. The Processor has the right to charge the Controller for such assistance provided in order to comply with the applicable data protection legislation, which exceeds the Service provided by the Processor to the Controller in accordance with the DPA or the Agreement.

9. TERM AND TERMINATION OF AGREEMENT

This DPA is valid as long as the Processor processes Personal data on behalf of the Controller in accordance with the Agreement. This DPA will automatically terminate upon termination of the Agreement. Upon the expiration of this DPA, the Processor will delete or return the Personal data it processed on behalf of the Controller in accordance with the applicable terms of the Agreement. If nothing else has been agreed in writing, the resulting costs will be invoiced based on:

i) the Processor's hourly rate and the number of hours spent on this work; and
ii) the complexity of the required actions.

The Processor may retain Personal data after the termination of the Agreement in the manner specified by law and by following the corresponding technical and organizational security measures defined in this DPA.

10. CHANGES AND ADDITIONS

Changes to this DPA follow the procedure defined in Section 16 of the Terms of Service. If any term of this DPA is found to be invalid, it will not affect the validity of the other terms of the DPA. The Parties shall replace the invalid condition with a legal condition whose purpose corresponds to the invalid condition.

11. LIABILITY

If the Data subject suffers damage due to a violation of the GDPR, both Parties are responsible for the damage caused to the Data subject themselves in accordance with Article 82 of the GDPR. Each Party is also responsible for any administrative fines imposed by the supervisory authority in accordance with Article 83 of the GDPR.

In other respects, the liability related to the violation of the Agreement or other requirements related to the GDPR is defined in Section 14 of the Terms of Service. This condition also applies to violations by the Processor's subprocessors.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This DPA shall be governed and construed in accordance with the laws of Finland, without regard to principles of conflicts of law. Disagreements arising from the DPA are primarily to be resolved through mutual negotiations. If the dispute concerns this DPA, it shall be resolved in the Helsinki district court. Other dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The number of arbitrators shall be one. The language of the arbitration shall be Finnish. However, in the arbitration evidence can be presented in English.

A CATEGORIES OF DATA SUBJECTS AND TYPES OF PERSONAL DATA PROCESSED

1. Categories of Data subjects and types of Personal data processed in accordance with this DPA

a. Categories of Data subjects

i) employees of the Customer/partner
ii) contact persons of the Customer/partner

If necessary:

iii) end customers of the Customer/partner
iv) individuals in the Customer/partner's customer data

OPTION: if time and attendance functionality in use

v) managers of the Customer's employees
vi) the Customer's payroll and HR specialists

b. Types of Personal data processed

i) name and contact information
ii) user log information, IP addresses and cookies
iii) national social security number (SSN), or date of birth and gender, if SSN is not available
iv) bank account number
v) payroll information
vi) details of credit card transactions

OPTION: if time and attendance functionality in use

vii) information required for payroll, such as time entries, holidays, sick leaves and other absences
viii) time entry descriptions for customer invoicing, if relevant

2. Types of sensitive Personal data processed in accordance with this DPA

Renance processes the sensitive Personal data described below on behalf of the Customer as part of the Agreement. The Customer is obliged to inform Renance in writing in accordance with the applicable data protection laws if the Customer requires Renance to process other than described types of sensitive Personal data.

Renance processes the following information on behalf of the Customer:	**Yes**	**No**
racial or ethnic origin or political opinions, religious or philosophical beliefs		X
criminal convictions and offences data		X
data concerning health	OPTION	X
data concerning sexual orientation		X
trade union membership		X
genetic or biometric data		X

B SUBPROCESSORS

Renance's subprocessors, who immediately participate in the production of the Bezala service and thus process the Customer's Personal data stored in Bezala service after the approval of this DPA, are listed below. An up-to-date list can be found at www.bezala.com.

Subprocessor	Server location	Personal data	Purpose in the provision of the Bezala service
Amazon Web Services EMEA SARL	EU	Bank account number, national social security number, phone number, e-mail, name, address	Image storage, backups, OCR of images, Textract
UpCloud Oy	EU	Bank account number, national social security number, phone number, e-mail, name, address, time and attendance data (option)	Server
DigitalOcean, LLC	EU	Bank account number, national social security number, phone number, e-mail, name, address, time and attendance data (option)	Server
Intercom, Inc.	EU	Name, phone number, e-mail	Support messages
Mailgun Technologies, Inc.	EU	Name, e-mail	Sending system emails
Microsoft	EU	Bank account number, national social security number, e-mail, name, address	SSO login, AI features and agents and PowerBI reporting (option)
ReceiptHero Oy	EU	Name, receipt data	Digital receipts