DATA PROCESSING ADDENDUM

This Data Processing Addendum (the or this "**Addendum**") is part of the User Agreement (the "**Agreement**") for the Service between Customer and Great Minds Studio AB. The Parties to this Addendum are (1) Customer on its own behalf and on behalf of data controllers (including its affiliates and third parties) that Customer authorizes to use the Service, and (2) Great Minds Studio AB.

Customer and Great Minds Studio AB are also referred to as "**Party**" and the "**Parties**" in the Addendum.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1.   BACKGROUND AND PURPOSE

1.1.   The purpose of this Addendum is to regulate the processing of personal data which takes place in the Service.

1.2.   The Addendum entails that Great Minds Studio AB will process personal data for which Customer is data controller under the Data Protection Laws.

1.3.   The Addendum governs Great Minds Studio AB' processing of personal data on behalf of Customer and the level of security that this processing shall maintain.

2.   DEFINITIONS

2.1.   "Data Protection Laws" means: (i) The Swedish Personal Data Act (Sw. *Personuppgiftslagen* (1998:204)); (ii) from its effective date, the 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, and repealing Directive 95/46/EC ("GDPR"); (iii) any associated regulations, instruments or local laws which implement (i) or (ii); and any other data protection laws, and code of practice applicable to the Parties.

2.2.   Any terms and definitions related to data protection used in this Addendum, such as personal data, data processor, data controller, processing, and so forth, shall have the same meaning as and be interpreted in accordance with the Data Protection Laws.

3.   PROCESSING OF PERSONAL DATA

3.1.   The Parties acknowledge and agree that with regard to the processing of personal data, Customer is the data controller and Great Minds Studio AB is the data processor. For the avoidance of doubt, if Customer includes, or authorizes others to include, personal data in the content input into the Services or personal data is generated in performance of the Services, Customer represents

that it is either the data controller of the personal data or that it has, prior to agreeing to the provisions of this Addendum or extending the benefit of the Services to any new data controller, been instructed by or obtained the consent of the relevant data controller(s) to agree to the undertakings in this Addendum.

3.2.   Customer determines the purpose and means of processing of personal data which Great Minds Studio AB processes on behalf of Customer.

3.3.   Great Minds Studio AB shall only process personal data in accordance with the Addendum, the Data Protection Laws, the regulations of the Swedish Data Protection Authority, and the written instructions from Customer pertaining to the Addendum (the "**Regulations**").

3.4.   Great Minds Studio AB may not process personal data on its own behalf or for other purposes than included in the Addendum or written instructions by Customer.

3.5.   Great Minds Studio AB shall ensure that all of Great Minds Studio AB' personnel which work with or otherwise engage in the processing are fully competent to perform the processing correctly.

3.6.   If Great Minds Studio AB deems that instructions necessary to perform the processing in accordance with the provisions of the Addendum or otherwise in compliance with the Regulations are missing, Great Minds Studio AB shall inform Customer without any undue delay of this and await further instructions from Customer.

4.   **PROCESSING COVERED BY THE ADDENDUM**

4.1.   Subject-matter of processing. The subject-matter of the processing of Customer's personal data by Great Minds Studio AB is the performance of the Service pursuant to the Agreement.

4.2.   Purpose of processing. Great Minds Studio AB will process personal data as necessary to provide the Services pursuant to the Agreement and as further instructed in writing by Customer in its use of the Service.

4.3.   Duration of processing. Great Minds Studio AB will process personal data for the duration of the Addendum, unless otherwise agreed upon in writing.

4.4.   Processing operations and nature of processing. Customer's personal data processed by Great Minds Studio AB will be subject to the following basic processing activities: (1) use of Customer's personal data to provide the Service and to provide assistance to technical support, (2) storage and back up of Customer's personal data in data centers, (3) computer processing of

Customer's personal data, including data transmission, data retrieval, data access, and (4) statistical analysis of Customer's anonymized personal data.

4.5. Categories of data subjects. Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects: Members of Customer's organizations, contact persons, Customer's users authorized by Customer to use the Service and other individuals.

4.6. Type of personal data. Customer determines the types of data processed in the Service. Customer's data fields can be configured as part of the implementation of the Service or as otherwise permitted in the Service. Identified representatives of Customer determine what personal data is processed based on their use of the Service. The personal data processed across the Services usually concern, but are not limited to, the following categories of data: contact information, replies to polls / surveys / votes, and system access / usage / authorization data.

4.7. Sensitive personal data. Customer may not submit sensitive personal data to the Services, unless otherwise agreed upon in writing.

4.8. Instructions. Customer's complete and finals instructions for the processing of Customer's personal data are defined by: (1) Customer's and its authorized users' use and configuration of the features in the Service, (2) the Agreement, and (3) the Addendum. Any additional or alternate instructions must be agreed upon separately in writing.

4.9. Additional instructions. If an additional instruction is necessary to meet mandatory legal requirements and the Great Minds Studio AB is not able to accommodate the requested changes, then Customer may terminate the Service by providing the Great Minds Studio AB with written notice.

5. OBLIGATIONS OF THE PROCESSOR

5.1. Great Minds Studio AB shall implement appropriate technical and organizational measures to protect the personal data processed on behalf of Customer in accordance with the requirements of the Data Protection Laws.

5.2. Great Minds Studio AB shall at any time implement measures that ensure that:

a) Processed data is not without due authority disclosed, altered, destroyed, made unavailable for authorized persons or corresponding, as well as there being routines for access control and logging,

b) Unauthorized persons do not have access to, or knowledge of, the personal data processed, sensitive personal data or any other data that may compromise the privacy of or relate to the data subjects.

c) Great Minds Studio AB has implemented routines and processes for regularly evaluating the effectiveness of the implemented security measures, in particular regarding the processing of sensitive personal data.

d) Only persons that have an appropriate security clearance participate in the processing and that they only process personal data in accordance with instructions,

e) Great Minds Studio AB has implemented routines to immediately notify Customer in the event of detection of unauthorized access, destruction, alteration of personal data, personal data breaches, security breaches or similar incidents, as well as attempts thereto, and

f) Great Minds Studio AB has implemented appropriate and adequate routines to be able to ensure availability and access to the personal data in the event security incidents, personal data breaches, or similar incidents.

5.3. Great Minds Studio AB shall assist Customer, to the extent required, to enable Customer to perform its obligations with regards to security, personal data breaches, data protection impact assessments data protection and consultation in accordance with the Data Protection Laws.

6. CONFIDENTIALITY

6.1. Great Minds Studio AB is responsible for ensuring that the persons working under its management, who process personal data, or access personal data in another way, maintain confidentiality.

6.2. Personal data as well as other information, instructions, system solutions, descriptions or other documents that Great Minds Studio AB has access to due to the Addendum may not be disclosed or made use of for any other purpose than that specifically stated in the Addendum, neither directly nor indirectly, without having previously obtained Customer's written approval. This does not apply, however, to information which Great Minds Studio AB can show was generally known or which has come to the knowledge of Great Minds Studio AB from a third party without breach of the Addendum.

6.3. It is Great Minds Studio AB responsibility to inform relevant staff of the content of the confidentiality obligations as set forth in this Addendum and ensure that

all staff who engage in the processing of personal data are bound by a equivalent confidentiality obligations.

6.4. The confidentiality obligations continue to apply after termination of the Addendum.

7. SUB-PROCESSORS AND THIRD COUNTRY TRANSFERS

7.1. Customer acknowledges and agrees that Great Minds Studio AB may appoint another data processor (**"Sub-processor"**) in connection with the provision of the Services. An updated list can be found at the following web-site: https://konsento.io/

7.2. Great Minds Studio AB will notify Customer in advance of any changes to sub-processors using regular communication means such as customer newsletters, websites, and portals. If Customer reasonably objects to the addition of a new or Sub-processor (e.g., such change causes Customer to be noncompliant with applicable Data Protection Laws), Customer shall notify Great Minds Studio AB in writing of its specific objections within 30 days of receiving such notification. If Customer does not object within such period or objects but does not terminate the Service, the addition of the new Sub-processor and, if applicable, the accession to this Addendum shall be considered accepted. If Customer does object to the addition of a new data Sub-processor and Great Minds Studio AB cannot accommodate Customers' objection, Customer may terminate the Service. For the avoidance of doubt, the Great Minds Studio AB will not allow the new Sub-processor to process personal data until Customer accepts the Sub-processor or the Service is terminated in accordance with this Section 7.2.

7.3. If Great Minds Studio AB engages a Sub-processor, a written data processing agreement shall be drawn up between Great Minds Studio AB and the Sub-processor. The agreement between them shall state that the Sub-processor has the same obligations as Great Minds Studio AB in relation to Customer. Great Minds Studio AB is fully liable towards Customer for the processing carried out by the Sub-processor.

7.4. If a Sub-processor processes personal data in a third country, Customer may authorize Great Minds Studio AB to sign a data processing agreement on behalf of Customer with Sub-processors in the third country, in accordance with the requirements for third country transfers as specified in the Data Protection Laws.

7.5. Great Minds Studio AB shall ensure that Customer knows which Sub-processors process personal data by, without undue delay, at the request of Customer, providing Customer with complete, correct and updated information about all

Sub-processors, where the following information is specified for each individual Sub-processor:

a)   Definition of the Sub-processor, including contact details, corporate form and geographic location,

b)   The type of service performed by the Sub-processor,

c)   The characteristics of the Sub-processor,

d)   Guarantees provided for compliance with the Regulations, and

e)   Where the Sub-processor processes personal data covered by the Addendum.

7.6.   If the Sub-processor does not comply with its processing obligations as set forth in the Addendum, Great Minds Studio AB remains fully liable towards Customer for the compliance of the Sub-processor with its obligations under the Addendum.

8.   AUDIT AND SUPERVISION

8.1.   Customer has the right to check that Great Minds Studio AB complies with the provisions of the Addendum and any additional instructions issued by Customer.

8.2.   Great Minds Studio AB shall provide Customer with the assistance and the access to premises, the documentation, the IT systems, the logs, etc. required to perform such audit in a way fit for its purpose.

8.3.   The supervisory authority has a corresponding right to inspect Great Minds Studio AB processing. Great Minds Studio AB shall ensure that Customer and the supervisory authority have a corresponding right in relation to the Sub-processors employed.

8.4.   Audits shall take place during the ordinary office hours of Great Minds Studio AB or by special agreement. Audits may not be more intrusive for Great Minds Studio AB than necessary.

9.   DISCLOSURE OF INFORMATION

9.1.   If the data subject, the supervisory authority or another third-party request information from Great Minds Studio AB, concerning the processing of personal data, Great Minds Studio AB shall refer to Customer. Great Minds Studio AB may not disclose personal data or other information about the processing without first having obtained Customer's written approval. If Great Minds Studio AB, through Swedish or European law or an instruction from a public authority, is

obliged to disclose personal data, this may take place without being considered to be in breach of the Addendum, provided that Great Minds Studio AB in connection with the disclosure requests that the data is treated as confidential and immediately notifies Customer about the disclosure unless Great Minds Studio AB in accordance with Swedish or European law or the instruction of a public authority is prevented from doing so.

9.2. Great Minds Studio AB shall without delay assist Customer to enable Customer to perform its obligations towards data subject.

9.3. Great Minds Studio AB shall without delay notify Customer in writing of any contacts from the supervisory authority that concern, or may be important to, the processing of personal data.

9.4. Great Minds Studio AB does not have the right to represent Customer or act on its behalf towards the supervisory authority.

10. COMPENSATION

10.1. The Parties agree that Great Minds Studio AB, or an engaged Sub-processor, does not have the right to compensation from Customer for performing its obligations under the Addendum.

10.2. The Parties agree that in the event of additional cost arising from adjustments in written instructions or security regulations, which are due to internal decisions by Customer, Customer shall defray this additional cost.

11. LIABILITY

11.1. Customer and Great Minds Studio AB agree that any disputes or liability under this Addendum will be subject to the limitation and exclusions of liability in the Agreement.

12. PERIOD OF VALIDITY AND CESSATION OF PROCESSING

12.1. The Addendum applies for as long as Great Minds Studio AB processes personal data on behalf of Customer.

12.2. Unless otherwise required by applicable law, Great Minds Studio AB will destroy the Customer's personal data upon termination or expiration of the Service within a reasonable period. However, Great Minds Studio AB will return the Customer's personal data within a reasonable period in a reasonable and common format upon receiving written instructions from the Customer prior to termination or expiration, provided that the Customer's personal data to Great Minds Studio AB. Great Minds Studio AB shall have no obligation to return

Customer's personal data to Customer if Customer's personal data is available to Customer.

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By signing below, Customer acknowledges that it is executing this Addendum on its own behalf as a data controller and on behalf of its affiliates or third parties as data controllers which it has authorized to use the Services:

On behalf of Customer:

Place:
Date:
Name:
Position:
Company no.:

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Signature

On behalf of Great Minds Studio AB:

Place: Stockholm, Sweden
Date: 2017-11-15
Name: Fredrik Burman
Position: CEO
Company no.: SE559046060501

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Signature