

DATA PROCESSING AGREEMENT

This Data Processing Agreement "**DPA**" is entered into by the Parties set out below in connection with the Agreement between the Customer and Sharetribe, including the Terms of Use of Sharetribe. This DPA forms an integral and inseparable part of the Agreement.

1. PARTIES TO THIS DPA

- a. The customer party to the Agreement, defined in the Terms of Use as You (herein "**Customer**")
- b. Sharetribe Oy ("**Sharetribe**")
Business ID 2432359-2
Erottajankatu 19 B A, 00130 Helsinki, Finland

The Customer and Sharetribe are hereinafter jointly referred to as the "**Parties**" and each separately as a "**Party**".

This DPA has been pre-signed on behalf of Sharetribe and shall become effective when electronically agreed to by the Customer. The Customer represents to Sharetribe that the person agreeing has the legal authority to agree to and enter into this DPA.

2. BACKGROUND AND CONFLICT RULES

This DPA sets out the terms and conditions for the processing of Personal Data by Sharetribe on behalf of the Customer under the Agreement for the purpose of providing the Service to the Customer.

In the event of any discrepancy between this DPA and the Terms of Use, this DPA prevails.

3. DEFINITIONS

Unless otherwise defined in this DPA, terms used in this DPA, such as "Data Controller", "Data Processor" and "Data Subject" have the meanings as defined in the Data protection Regulation.

- a. **Data Protection Regulation** means all applicable laws relating to data protection, including without limitation the GDPR, the laws implementing EU Directive 2002/58/EC, and any amendments to or replacements for such laws and regulations.
- b. **GDPR** means the General Data Protection Regulation (EU) 2016/679.
- c. **Personal Data** means any information relating to an identified or identifiable natural person, and which Sharetribe has received from the Customer under the Agreement.
- d. **Personal Data Breach** means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Sharetribe on behalf of the Customer.
- e. **Standard Contractual Clauses** means the contractual clauses issued by the European Commission on 4 June 2021 by the decision 2021/914/EU for the transfers of Personal Data to Third Countries pursuant to the GDPR.

- f. **Third Country** means a country that is neither part of the European Economic Area nor has been declared adequate by a decision of the European Commission (so called "Adequacy Decision").

4. PROCESSING OF PERSONAL DATA

To the extent the Customer inputs Personal Data into the Service and Sharetribe processes such Personal Data, the Parties acknowledge that the Customer acts as Data Controller and Sharetribe is the Data Processor processing Personal Data on behalf of the Customer.

Processing of Personal Data under this DPA is for the purpose of providing the Service to the Customer. Processing of Personal Data in this context refers mainly to maintenance, storage, prevention and detection of security issues as well as technical support and other equivalent processing activities for the purpose of the Agreement. The categories of Data Subjects processed for the purposes of the Service include Customer's representatives and end-users. Type of Personal Data processed contains information, including Personal Data, uploaded to the Service by the Customer or its end-users, for example contact details, authentication data, transactional data and purchase data.

Personal Data may be processed as long as the Service is provided under the Agreement and after that if required by applicable law or contractual obligations or rights of either Party.

5. CUSTOMER'S INSTRUCTIONS

Sharetribe shall process Personal Data in accordance with the Customer's written instructions as established in this DPA. The Parties agree that this DPA is the Customer's complete written instruction to Sharetribe in the Customer's role as the Data Controller. Additional instructions require prior written agreement between the Parties.

6. SHARETRIBE'S GENERAL OBLIGATIONS

Sharetribe shall process Personal Data in compliance with Data Protection Regulation and on written instructions from the Customer, unless prescribed otherwise by a provision of Data Protection Regulation applicable to Sharetribe.

Sharetribe shall ensure that Sharetribe's staff with access to Personal Data has committed to appropriate confidentiality.

Sharetribe shall, at the Customer's written request, provide reasonable assistance to the Customer by providing such readily available information, or creating such information, as the Customer may reasonably require and which the Customer does not have, in complying with the requests of the Data Subject or supervisory authority or any other law enforcement or regulatory authority. Sharetribe shall provide reasonable assistance to the Customer in ensuring compliance with its obligations set out in Data Protection Regulation. Sharetribe is entitled to charge the Customer for costs and expenses that were incurred as a result of such assistance.

Sharetribe shall inform the Customer, as soon as reasonably practicable, if it receives a request from a Data Subject seeking to exercise his or her rights under the Data Protection Regulation.

Sharetribe shall maintain records of processing activities under its responsibility to ensure Sharetribe's own compliance as a Data Processor, to the extent necessary to demonstrate compliance with Sharetribe's obligations set out in this DPA and in the Data Protection Regulation.

7. DATA SECURITY

Sharetribe shall implement and maintain appropriate technical and organizational measures to ensure an appropriate level of security of the Personal Data and to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure for the purposes of the Service.

In the event of a Personal Data Breach, Sharetribe shall notify the Customer without undue delay after becoming aware of the Personal Data Breach and take reasonable steps to mitigate any damage resulting from such breach. The notification shall contain information Sharetribe is reasonably able to disclose to the Customer, including the following information:

- a. a description of the nature of the Personal Data breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned;
- b. the name and contact details of a contact point where more information can be obtained;
- c. a description of likely consequences of the Personal Data Breach; and
- d. a description of the measures taken or proposed to be taken to address the Personal Data Breach.

The information may be provided in phases if it is not possible to provide the information at the same time.

Sharetribe shall cooperate with and assist the Customer, at the Customer's written request and the Customer's cost and expense, in relation to the Personal Data Breach notifications made to a supervisory authority as required under the Data Protection Regulation.

8. SUBCONTRACTORS

Sharetribe uses third parties to provide certain parts of the Service. The Customer hereby authorizes Sharetribe to engage these third-party subcontractors for the processing of Personal Data under the Agreement.

Sharetribe currently uses third-party subcontractors listed on its website at <https://www.sharetribe.com/third-parties>. Sharetribe may remove or appoint other suitable and reliable subcontractors at its own discretion. In such case, Sharetribe shall inform the Customer by way of notice in its website at <https://www.sharetribe.com/third-parties> at least 14 days prior of any changes to the list of subcontractors. If Customer objects to the use of a subcontractor for legitimate and reasonable reasons, Customer has the right to terminate the Agreement by written notice before the effective date of the change.

Sharetribe shall use its commercially reasonable efforts to reasonably ensure that its subcontractors are subject to equivalent requirements regarding confidentiality and data protection, as set out in this DPA. Sharetribe remains responsible for its subcontractors and their compliance with the obligations of this DPA.

9. TRANSFERS OF PERSONAL DATA

The Parties acknowledge that Sharetribe uses third-party subcontractors as described above in Section 8. Some of these subcontractors are located in Third Countries or have access to Personal Data from a Third Country.

In case Personal Data are transferred to (or accessed from) a Third Country, Sharetribe and its subcontractor shall enter into Standard Contractual Clauses, Module Three (Transfer processor to processor), and where necessary, supplementary measures. Sharetribe provides information on its subcontractors and transfers to Third Countries on its website at <https://www.sharetribe.com/third-parties>.

For the avoidance of doubt, Standard Contractual Clauses are not applicable when Personal Data are processed in a country where an adequate level of protection exists according to an Adequacy Decision of the European Commission or where the subcontractor has adopted an alternative transfer mechanism in accordance with the GDPR, such as Binding Corporate Rules.

10. AUDITING

The Customer or a third party auditor appointed by the Customer has the right to conduct an onsite audit at Sharetribe's premises to ensure compliance with this DPA provided that such audits will be conducted (i) during regular business hours, (ii) without interfering with Sharetribe's business operations, (iii) upon prior notice (an appropriate notice period of at least 30 days) and (iv) the Customer and third party auditor are subject to a confidentiality obligation. The Customer shall bear its own expenses and compensate Sharetribe the cost for its internal resources required to conduct the onsite audit on time and material basis.

11. TERM AND TERMINATION

The DPA shall continue in force until the termination of the Agreement. Upon termination of the Agreement or upon the Customer's written request, Sharetribe shall either destroy or return to the Customer or a third party designated by the Customer in writing the Personal Data processed hereunder. If not instructed otherwise in writing by the Customer, Sharetribe shall have the right to delete and destroy the Personal Data processed hereunder within three (3) months of the termination of the Agreement. In case the Customer demands that the Personal Data are returned to the Customer or to a third party, the Customer will pay Sharetribe for reasonable costs and expenses arising out such return of the Personal Data.