**APPENDIX C – PROCECCING OF PERSONAL DATA**

# Introduction

This Appendix sets out the main principles for processing of person data under and constitutes an integral part of the Agreement.

Section 2 sets out the main processing principles. Section 3 – 18 constitutes the Processing Agreement between the Parties.

# Main principles of processing of Personal Data

## Protection of personal data

LINK (as Processor) takes the matters of protection and security of Personal Data seriously and will process such information in accordance with applicable Data Protection Legislation and the Agreement. In order to provide the Services, LINK may process personal data about the Users and others who access the Services. LINK may disclose personal data to third parties as set out in the Agreement.

## Privacy notice

Please refer to the privacy notice for more information about how personal data will be processed in relation to the Services. The privacy notice is available here: <https://www.linkmobility.com/privacy/>.

# Purpose of the Processing agreement

In conjunction with the provision of services under the Agreement, LINK will process Personal Data on behalf of Controller. The purpose of the Processing Agreement is to regulate rights and obligations pursuant to applicable data protection legislation relating to LINK's processing of personal data on behalf of the Controller.

The Processing Agreement shall ensure that Personal Data is processed in accordance with Data Protection Legislation and is not used unlawfully and does not come into the possession of any unauthorized party. In the event of conflicts between this Processing Agreement and the Agreement, this Processing Agreement shall prevail, unless otherwise agreed.

# Scope of Processing

## General

The Controller determines the purposes and means of the processing of Personal Data.

LINK, its Sub-processors, and other persons acting under the authority of LINK who has access to the Personal Data shall process the Personal Data only on behalf of the Controller and in compliance with the Agreement and the Controller's documented instructions, and in accordance with the Processing Agreement, unless otherwise stipulated in applicable statutory laws.

LINK shall immediately inform the Controller if, in LINK's opinion, an instruction infringes the Data Protection Legislation.

## The scope of the processing

The Processing Agreement concerns LINK's processing of Personal Data on behalf of the Controller in connection with the provision of the Services as further described in Appendix B.

## The purpose of the processing

The nature and the purpose of the processing, including operations and basic processing activities, are to provide the Services as further described in Appendix B.

## Categories of Personal Data and Data Subjects

The processing involves processing of information related to Controller's end-users, customers or employees, depending of the Controller's use of the Services.

The Processing relates to the following categories of Personal Data, subject to the Controller's concrete use of the Services:

* Basic Personal Data, such as name, contact details such as email, phone number etc.
* Special categories of Personal Data, such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or health data.
* Location data, such as GPS, Wi-Fi location data and location data derived from LINK's network (that is not traffic data as defined below).
* Traffic data: personal data processed in relation to the conveyance of communication on an electronic communications network or billing thereof.
* Data related to content of communication, such as e-mails, voice mails, SMS/MMS, browsing data etc.

# Obligations of the controller

The Controller warrants that the Personal Data is processed for legitimate and objective purposes and that LINK is not processing more personal data than required for fulfilling such purposes.

The Controller is responsible for ensuring that a valid legal basis for processing exists at the time of transferring the Personal Data to LINK, including that any consent is given explicitly, voluntarily, unambiguously and on an informed basis. Upon LINK's request, the Controller undertakes, in writing, to account for and/or provide documentation of the basis for processing.

In addition, the Controller warrants that the Data Subjects to which the personal data pertains have been provided with sufficient information on the processing of their Personal Data.

Any instructions regarding the processing of Personal Data carried out under this Processing Agreement shall primarily be submitted to LINK. In case the Controller instructs a Sub-processor appointed in accordance with section 12 directly, the Controller shall immediately inform LINK hereof. LINK shall not in any way be liable for any processing carried out by the Sub-processor as a result of instructions received directly from the Controller, and such instructions result in a breach of this Data Processing Agreement, the Agreement or Data Protection Legislation.

# Confidentiality

Section 18 (Confidentiality) in Appendix A applies accordingly.

# Security

The security requirements applying to LINK's processing of Personal Data is governed by Appendix D.

# Access to Personal data and fulfilment of data subjects' rights

Unless otherwise agreed or pursuant to applicable statutory laws, the Controller is entitled to request access to Personal Data being processed by LINK on behalf of the Controller.

If LINK, or a Sub-processor, receives a request from a Data Subject relating to the processing of Personal Data, LINK shall send such request to the Controller for the Controller's further handling thereof, unless otherwise stipulated in statutory law or the Controller’s instructions.

LINK shall assist the Controller for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights stipulated in Data Protection Legislation, including the Data Subject's right to (i) access to its Personal Data, (ii) rectification of its inaccurate Personal Data; (iii) erasure of its Personal Data; (iv) restriction of, or objection to, processing of its Personal Data; and (v) the right to receive its Personal Data in a structured, commonly used and machine-readable format (data portability). LINK shall be compensated for such assistance at LINK's then current rates, unless otherwise agreed.

# Other Assistance to the controller

If LINK, or a Sub-processor, receives a request for access or information from the relevant supervisory authority relating to the registered Personal Data or processing activities subject to this Processing Agreement, LINK shall notify the Controller, for the Controller's further processing thereof, unless LINK is entitled to handle such request itself.

If the Controller is obligated to perform an impact assessment and/or consult the supervisory authority in connection with the processing of Personal Data under this Processing Agreement, LINK shall provide reasonable assistance to the Controller. The Controller shall bear any costs accrued by LINK related to such assistance.

# Notification of personal Data Breach

LINK shall notify the Controller without undue delay after becoming aware of a Personal Data Breach. The Controller is responsible for notifying the Personal Data Breach to the relevant supervisory authority.

The notification to the Controller shall as a minimum describe (i) 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 Personal Data records concerned; (ii) the likely consequences, in the reasonable opinion of LINK, of the Personal Data Breach; (iii) the measures taken or proposed to be taken by LINK to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

In the event the Controller is obliged to communicate a Personal Data Breach to the Data Subjects, LINK shall assist the Controller, including the provision, if available, of necessary contact information to the affected Data Subjects. The Controller shall bear any costs related to such assistance provided by LINK and to such communication to the Data Subject. LINK shall nevertheless bear such costs if the Personal Data Breach is caused by circumstances for which LINK is responsible.

# Transfer

Transfer to a Third Country may only occur in case of approval from the Controller, as described in section 13 below, and is subject to EUs standard contractual clauses between the Controller and the relevant company at the location, or other legal basis for such Transfer.

# Use of Sub-processors

The Controller agrees that LINK may appoint another Sub-processor to assist in providing the Services and processing Personal Data, provided that LINK ensures that;

1. the data protection obligations as set out in this Processing Agreement and in Data Protection Legislation are imposed upon any Sub-processors by a written agreement; and that
2. any Sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures to comply with Data Protection Legislation and this Processing Agreement, and provide the Controller and relevant supervisory authorities with access and information necessary to verify such compliance.

LINK shall remain fully liable to the Controller for the performance of any Sub-processor.

# Procedure for use of Sub-processors

LINK shall maintain an up-to-date list of the names and contact details of any Sub-processors and locations used by such Sub-processors for processing of Personal Data on the Controller's behalf at <https://www.linkmobility.com/list/>. LINK shall update the list to reflect any addition or replacement of Sub-processors and notify the Controller at least 3 months prior to the date on which such Sub-processor shall commence processing of Personal Data. Any objection to such changes must be provided to LINK within 3 weeks of receipt of such notification or publication on the website. In case of an objection from Controller as to the supplementing or change of a Sub-processor, LINK may terminate the Agreement and this Processing Agreement with 1 months' notice.

By entering into this Processing Agreement, the Controller grants LINK authority to enter into EUs standard contractual clauses on behalf of Controller or to secure other legal basis for Transfer to Third Countries for any Sub-processor approved in accordance with the procedure stipulated above. Upon request, LINK shall provide the Controller with a copy of such EU standard contractual clauses or description of such other legal basis for Transfer.

LINK shall provide reasonable assistance and documentation to be used in Controller's independent risk assessment in relation to use of Sub-processors or Transfer of Personal Data to a Third Country.

# Audits

The Controller and the relevant supervisory authority shall be entitled to conduct audits in accordance with section 14.2 in Appendix A.

# Term and termination

The Processing Agreement is valid for as long as LINK processes Personal Data on behalf of the Controller.

In the event of LINK's breach of the Processing Agreement, the Controller may (i) instruct LINK to stop further processing of Personal Data with immediate effect; and/or (ii) terminate the Processing Agreement with immediate effect.

# Effects of termination

LINK shall, upon the termination of the Processing Agreement and at the choice of the Controller, delete or return all the Personal Data to the Controller, including back-up copies, unless otherwise stipulated in applicable statutory laws.

LINK shall document in writing to the Controller that deletion has taken place in accordance with the Processing Agreement.

# Notices and amendments

All notices relating to the Processing Agreement shall be submitted in writing to the email address stated on the Front Page.

In case changes in Data Protection Legislation, final judgment causes another interpretation of Data Protection Legislation, or the Services under the Agreement require changes to this Processing Agreement, the Parties shall in good faith cooperate to update the Processing Agreement accordingly. Any modification or amendment of this Processing Agreement shall be effective only if agreed in writing and signed by both Parties.

# Governing law and legal venue

Section 27 in Appendix A applies accordingly.

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