

APPENDIX 2 – SIGNANT DATA PROCESSOR AGREEMENT

This Appendix applies to Customer and Service Provider when Service Provider processes personal data and Customer is the data controller.

PURPOSE

The Appendix shall regulate how Maestro Soft AS' ("**Service Provider's**") processes personal data on behalf of Customer when carrying out the 'Signant' service (the "**Service**").

Among other things, use of the Service will involve Customer uploading personal data collected by Customer for the Service, for example, information regarding third parties who will be signing documents or authenticated through the Service, or personal data embedded in the documents Customer uploads to the Service. According to the Norwegian Personal Data Act, Service Provider is the data processor for this type of personal data and Customer the data controller.

The Appendix constitutes a legal basis (data processor agreement), as stated in Article 28 (3) of the General Data Protection Regulation (GDPR), between Service Provider and Customer, and shall ensure that the personal data is processed in compliance with the applicable requirements for the processing of personal data set out in the legislation. The Appendix takes precedence over the other provisions of the Agreement regarding the processing of personal data.

This Appendix only applies when Service Provider processes personal data and Customer is the data controller. It does not apply to personal data when Service Provider is the data controller. References to 'personal data' in this Appendix shall be interpreted with the same limitation, unless clearly indicated otherwise by the context.

Concepts defined in the Norwegian Personal Data Act shall also adopt the same meaning in this Appendix, unless otherwise specified or clearly indicated by the context.

GENERAL PROCESSING FRAMEWORKS

Processing duration

For as long as the Service is used and Service Provider saves electronic files on behalf of Customer. Names, e-mail addresses and telephone numbers can be stored in an event log for up to 10 years for later documentation of the signing process.

Purpose and nature of the processing

The purpose of the processing is to add electronic signatures to documents or to carry out electronic authentication of individuals based on electronic identification. The processing forms part of the service delivered via the Internet.

Types of personal data that will be processed

Personal data, such as the name, personal identification number, e-mail address and telephone number of the individual(s) subject to identification, or those who will be adding an electronic signature through the Service or on behalf of Customer's representative when applicable. In addition,, the files uploaded by Customer might contain various types of personal data.

Categories of data subjects

The categories of data subjects include Customer and Customer's employees, and those who will be signing and/or identified through the solution.

CUSTOMER'S OBLIGATIONS

Customer shall fulfil their obligations as the data controller for the processing of personal data in accordance with legislation and any special lawful basis established between Customer and the data subject(s), and the cooperation obligations, etc., set out in this Data Processor Agreement. Customer shall also:

- a) ensure that there is always a lawful basis for processing the personal data assuming that Service Provider maintains his obligations;

- b) have the principle responsibility for contact with the data subject(s), supervisory authorities and others involved in processing the personal data;
- c) give Service Provider the information that is necessary to allow Service Provider to fulfil their obligations under the Agreement or personal data legislation.

Customer shall choose whether to use the Service for each assignment. Based on this, the following will apply:

- d) Customer is obliged to compensate Service Provider for the additional work and costs that arise from Service Provider's compliance with Customer's special instructions, audits or inspections initiated by Customer, or specifically related to Customer, or fulfilment of Customer's requests that extend beyond the standard Service.

SERVICE PROVIDER'S OBLIGATIONS

General

Service Provider shall only use the personal data for carrying out the Service in accordance with the Agreement.

Customer's instructions

Service Provider shall only process personal data following documented instructions from Customer. This also includes the transfer of personal data to a third country or an international organisation, unless legal exceptions exist, as stated in Article 28 (a) of the GDPR.

Should Service Provider believe that an instruction from Customer contravenes personal data legislation, Service Provider must immediately inform Customer of the matter.

Safeguarding confidentiality

Service Provider shall ensure that individuals who are authorised to process the personal data on behalf of Service Provider have committed to processing the data confidentially or are subject to a suitable statutory duty of confidentiality.

Security of personal data

Service Provider shall take all the action necessary in accordance with Article 32 of the GDPR.

Service Provider shall help Customer safeguard compliance with the obligations set out in Articles 32 to 36 of the GDPR according to the nature of the processing and the information available to Service Provider.

Requests from data subjects

With the aid of suitable technical and organisational measures and in consideration of the nature of the processing, and the extent to which it is possible, Service Provider shall assist Customer in fulfilling the obligation to respond to requests from data subjects to exercise their rights as set out in Chapter 3 of the GDPR.

Deleting and returning data

Depending on what Customer chooses, Service Provider shall delete or return all personal data to Customer after the services related to the processing have been delivered and also delete existing copies. Further storage is permitted in accordance with Article 28 (g) of the GDPR.

It suffices to delete backups using good practices for such deletion.

Access to information

Service Provider shall make available to Customer all the information that is necessary to prove that the obligations determined in Article 28 of the GDPR have been fulfilled, as well as enable and contribute to audits, including inspections carried out by Customer or other inspector authorised by Customer.

Handling security breaches

If a personal data security breach is detected, Service Provider shall notify Customer of the matter without undue delay immediately Service Provider becomes aware of the situation, and in compliance with Article 33 of the GDPR accordingly.

Transfer of personal data

Service Provider must not transfer the personal data outside the EEA without the prior approval of Customer. Service Provider shall also ensure that personal data is not transferred to a third country or international organisation, unless permitted under the Agreement or demanded by relevant legislation. Any transfer of personal data to other parties must be performed in compliance with the provisions of Article 44 to 49 of the GDPR.

When using sub-processors, the clause relating to sub-processors will apply, in addition to the contents of this clause.

Using sub-processors

Service Provider lists on its web site the sub-processors used to carry out the Service. It is considered that Customer accepts these sub-processors each time an assignment is initiated.

Service Provider shall not engage another data processor (sub-processor) without first obtaining special or general written permission from Customer. If general written permission is obtained, Service Provider shall inform Customer of any plans to use other sub-processors or to replace sub-processors to give Customer the opportunity to oppose such changes.

Should Service Provider engage a sub-processor to carry out specific processing tasks on behalf of Customer, Service Provider must follow the provisions of Article 28 (4) of the GDPR. If the sub-processor fails to fulfil their obligations to protect personal data, Service Provider is fully responsible towards Customer for ensuring that the sub-processor fulfils the obligations.

DURATION AND TERMINATION

Further processing of personal data carried out by Service Provider, including storage of an event log for the Assignment, will be deleted on behalf of Customer upon termination of the Agreement. Should the provisions of this Appendix or the Norwegian Personal Data Act or other relevant regulations be breached, Customer can order Service Provider to stop the further processing of personal data with immediate effect.

OTHER

Unless otherwise set out in this Appendix, the other provisions of the Agreement will apply to the extent appropriate.

Through information on Service Provider's web site, Service Provider can appoint their own contact person or provide a feature for questions concerning the processing of personal data.