

Please note:

**THIS IS A SAMPLE - NO SIGNATURE NEEDED**

Lyyti will deliver actual DPA documents to all agreement-bound customers for signing. This document is intended as information about the content of the DPA only.

**LYYTI**

# DATA PROTECTION APPENDIX TO THE AGREEMENT

This appendix ("Data protection appendix") regarding the processing of personal data forms an inseparable part of the agreement ("Agreement") between Lyyti Oy ("Supplier") and customer ("Customer"), signed by both parties and relating to the Lyyti service. If the Agreement and its other appendices are found to be in conflict with this Data protection appendix, precedence is given to what is agreed in this Data protection appendix concerning the handling of personal information, regardless of what is stated in the Agreement or the other appendices thereof. The terms used in this appendix are in accordance with the terms specified in the European Union's General Data Protection Regulation (GDPR). Supplier has the right to revise these terms in case it proves justifiable due to a change in legislation or interpretation thereof or due to changes in Supplier's operational environment or business operations.

## Controller and personal data processor

Based on the Agreement the Supplier shall process Personal data for the purpose defined by and according to instructions by the Customer as defined in this appendix and the filing system formed thereof, in the role of personal data processor and on behalf of Customer acting as regular Controller. The purpose of the personal register is to enable 1) collecting personal data for persons who have registered for events organised by Customer in order to carry out event organisation to the extent required; 2) processing data produced by various surveys; and 3) other form of analysis of the aforementioned data as defined by Customer and by legally approved means.

## Personal data to be collected

For each event, Customer shall define what data is to be collected. Regarding each event, Supplier shall collect and store the processed data as defined by Customer. This type of data may include, for example, person's name, required contact information, and - if required - age as well as other necessary additional information ("Personal data") needed for event registration, participation, and payment. The data is processed for each event for the duration defined by Customer. Customer shall compile a data protection description of the processing activities and the content of which shall, as appropriate, be determined in accordance with Article 28 of the Data protection appendix, between the Supplier and the Customer.

## Processing personal data

**Principles.** Customer is responsible for possessing the required rights and consent to process personal data. Customer is responsible for verifying the registered person's age. Customer is responsible for the creation and availability of the privacy policy related to

processing operations and for informing the registered persons of said policy. Supplier is responsible for processing Personal data in compliance with appropriate data security processes and strictly in accordance with valid legislation, Customer's written instructions as confirmed in this Agreement, and specifications provided by Customer in the Lyyti system. Supplier is obligated to inform Customer in case Supplier deems the Customer-provided instructions or determinations unlawful in their estimation or if the Supplier is unable to process Personal data according to Customer's instructions or determinations. If required, Supplier shall cooperate with Customer's staff that is responsible for data protection and security. The Personal data and the Lyyti system reside in the EU area, but Supplier does not guarantee that all data transfer between Customer or registered person and Supplier shall take place within the EU area. Supplier shall help Customer in complying with the requirements set for the controller in the GDPR. In exchange, Supplier has the right to charge a reasonable fee in case providing this type of assistance requires activities outside Supplier's regular operations.

**Storing the data.** Unless any part of Personal data is not required to be stored for a longer period of time to realise a Supplier's rightful benefit or to comply with legislation, for example due to payment transfers or some other reason, Personal data shall be removed at the latest when Customer thus requires or at Agreement termination. In case Supplier receives such a request from Customer, Supplier shall provide Customer with all Personal data prior to removing said data in accordance with the above. Supplier may, during processing and after processing ends, store and utilise information derived from personal data analysis through anonymisation in developing their operations and products. Anonymisation means modifying the data so that no persons can any longer be identified from the data by any means available.

**Persons who process the data.** Supplier is responsible for ensuring that Personal data is processed only by persons who have committed to keeping the processed data confidential. Customer agrees to Personal data being handled, at Supplier's discretion, by persons other than Supplier and Supplier's staff. In case data is processed by such a third party, Supplier is responsible for the party in question committing to the Supplier-related obligations as stated in this Data protection appendix. At the request of the Customer, the Supplier must provide necessary information about the third party who is processing the Personal Data.

**Registered person's rights.** By providing technical interfaces, Supplier shall help Customer in fulfilling the Controller's obligation of addressing requests relating to exercising the rights of a registered person, and help the Controller in ensuring that processing-related security issues have been adhered to in a manner appropriate to the nature of Personal data. Supplier shall notify Customer without delay of any data security breaches related to Personal data that come to Supplier's attention, and assist in notifying also the official supervisory authority and the registered persons of the data breach in any way possible.

Where applicable, Supplier shall assist Customer in data protection -related impact assessment and prior consultation procedure, and has the right to charge Customer for reasonable extra costs incurred therein.

**Ensuring data protection.** When requested, Supplier shall deliver the required documentation and information to Customer, permit audits, and assist in audits to indicate Supplier's compliance with what is agreed on in this annex and in data protection appendix. The party performing the audit must commit to keeping any information derived from the audit confidential. Supplier has the right to deny an audit in case the auditing party proves to be Supplier's direct or indirect competitor, or is a party that can justifiably be doubted as to their expertise or reliability. Customer shall be liable for all costs incurred by audits. Supplier shall direct any Customer-related queries by data protection authorities also to Customer. Supplier shall not act as Customer's representative nor act on Customer's behalf in data protection -related matters.

**Liability for damages.** Liability for damages and conditions therefor is stipulated in the Lyyti Service Agreement, which this document is appended to.

**Data security.** Supplier is responsible for applying documented and appropriate risk management and data security processes to all their activities related to processing Personal data. Supplier shall take adequate technical and organisational protective measures, as defined in data protection legislation and this Agreement, to protect the Personal data they process. Taking into account the sensitive nature of the Personal data defined by Customer and the related level of risk, Supplier shall utilise appropriate data security measures for data traffic and for all the systems used in Personal data processing to ensure that the Personal data's confidentiality, integrity, and availability are secured until the point where all Personal data is removed from Supplier's system in compliance with this Agreement.