GILION™

Data Processing Agreement

1. Introductory provisions

1.1. The Controller (or any of its affiliates) has in conjunction with this Data Processing Agreement ("**DPA**") entered into, or may potentially enter into, an agreement with an affiliate of the Processor or a third party lender ("**Lending Entity**") arranged by the Processor (or an affiliate of the Processor) concerning financing made available to the Controller (or any of its affiliates) by the Lending Entity ("**Loan Agreement**"). Pursuant to the Loan Agreement or the Terms of service (as defined below), the Controller will have access to the Services (as defined below) delivered by the Processor and as a result thereof the Processor will process personal data on behalf of the Controller (or any of its affiliates) in the capacity of a data processor.

1.2. This DPA governs the rights and obligations of the Parties when the Processor processes personal data on behalf of the Controller (or any of its affiliates) pursuant to the Loan Agreement or the Terms of service (as applicable).

1.3. This DPA, including its appendices, together with the Loan Agreement or Terms of service (as applicable), constitute the Controller's (or any of its affiliates') complete instructions to the Processor for the processing of the personal data.

1.4. If the information stipulated in the Loan Agreement (if entered into) or the Terms of service conflicts with this DPA, this DPA shall take precedence.

1.5. This DPA aims to meet the current requirements for a DPA in accordance with Applicable Data Protection Legislation.

2. Definitions

To the extent that Regulation (EU) 2016/679 of the European Parliament and of the Council, hereinafter referred to as the General Data Protection Regulation ("**GDPR**"), contains terms similar to those used in this DPA, such terms shall have the same meaning as in the GDPR.

"**Applicable Data Protection Legislation**" means all applicable privacy and personal data legislation applicable to the personal data processing that is carried out under this DPA.

"**Controller**" means the company on whose behalf the registration for the Platform as a customer has been completed and in connection therewith this DPA was entered into.

"**DPA**" means this Data Processing Agreement and its appendices.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council.

"**Loan Agreement**" means (if entered into) an agreement with the Lending Entity concerning financing made available to the Controller (or any of its affiliate).

"**Lending Entity**" means an affiliate of the Processor or a third party lender under a Loan Agreement (if entered into).

"**Party**" means the Controller or the Processor.

"**Platform**" means the digital platform provided by the Processor to which the Controller is granted access in accordance with the Terms of service.

"**Processor**" means Gilion AB, reg. no. 559264-9726, Eriksbergsgatan 27, 114 30 Stockholm.

"**Services**" means the Platform and its content including the Result (as defined in the Terms of service), features, functionalities, tools, data, software and services related thereto provided by Gilion.

"**SCC**" means the standard contractual clauses for the transfer of Personal Data to processors established in third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, implemented by the European Commission decision (EU) 2021/914 of 4 June 2021.

"**Sub-processor**" means the legal person who processes personal data on behalf of the Processor.

"**Terms of service**" means the Terms of service governing the use of the Services as entered into in by the Parties.

3. Processing of personal data

3.1.   The Processor shall ensure compliance with Applicable Data Protection Legislation and its obligations under this DPA when processing personal data on behalf of the Controller.

3.2.   The Processor may only process personal data on behalf of the Controller in accordance with the Controller's documented instructions unless required to do so by the laws of the European Union or a member state of the union to which the Processor is subject, in which case the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Controller's instructions are set out in Appendix 1.

3.3.   The Controller warrants that it is entitled under Applicable Data Protection Legislation to instruct the Processor to process the personal data in accordance with this DPA also on behalf of any affiliates (to the extent relevant/applicable).

3.4.   Except as set out in Section 3.2, the Processor may not process any personal data for its own purposes or other purposes not set out in this DPA.

3.5.   The Processor shall immediately inform the Controller if, in the Processor´s opinion, the Processor has not received sufficient instructions to process personal data in accordance with its obligations or if, in the Processor's opinion, an instruction infringes Applicable Data Protection Legislation, and defer the processing until receipt of further instructions from the Controller.

3.6.   Any changes to the Controller's instructions shall be negotiated separately and documented in writing. The Processor shall be entitled to compensation for additional costs incurred as result of any such amendments provided that the Processor has informed the Controller of such additional costs.

4. The Processor's obligations to assist the Controller

4.1. The Processor shall assist the Controller in fulfilling its obligations in accordance with Applicable Data Protection Legislation per the Controllers request. This means that the Processor shall:

    a) through appropriate technical and organisational measures, to the extent possible and with due regard to the nature of the processing, assist the Controller in fulfilling the Controller's obligations to comply with the data subjects' requests for exercising their rights under the GDPR (such as rectification, deletion, restriction, data portability and request of access);

    b) assist the Controller in fulfilling the Controller's obligations to take appropriate security measures for the processing of personal data under this DPA to ensure a level of security appropriate considering the level of risk which the processing of personal data in question entails;

    c) assist the Controller by providing the information, assistance and resources that are reasonably necessary for fulfilling the Controller's obligation to report personal data breaches to the competent supervisory authority;

    d) assist the Controller with the information, assistance and resources that may reasonably be required to fulfil the Controller's obligation to inform the data subjects, within the framework of this DPA, in the event of a data breach that is likely to result in a high risk to the rights and freedoms of natural persons;

    e) assist the Controller in fulfilling the Controller's obligation to carry out impact assessments for processing under this DPA, which is likely to result in a high risk to the rights and freedoms of individuals; and

    f) assist the Controller by providing the Controller with the information, assistance and resources that may reasonably be required to fulfil the Controller's obligation to provide information and documentation to the supervisory authority for prior consultation, and when necessary, and to a reasonable extent, attend meetings with the competent supervisory authority.

4.2. When the Processor assists the Controller in fulfilling the Controller's obligations under Applicable Data Protection Legislation in accordance with Sections 4.1 b) - f) above, consideration shall be given to the type of processing it refers to, and the information available to the Processor. In order to avoid any misunderstandings, nothing in this Section 4 shall be interpreted as indicating that the Processor may act on behalf of the Controller. The Processor may only act to fulfil its obligations vis-à-vis the Controller.

5. Security and confidentiality

5.1. The Parties' obligations to observe confidentiality is regulated in the Loan Agreement or the Terms of service (as applicable).

5.2. The Processor undertakes to take appropriate technical and organisational measures to protect the personal data being processed under this DPA in accordance with Applicable Data Protection Legislation.

5.3. The Processor shall ensure that only the personnel who must have access to the personal data in order to fulfil the Processor's obligations under this DPA will have access to such personal data. The Processor shall ensure that all such personnel are bound by appropriate confidentiality obligations, either by law or by agreement.

6. Personal data breaches

6.1. The Processor shall without undue delay inform the Controller after becoming aware of any personal data breach.

6.2. A notification pursuant to Section 6.1 shall include all information which may reasonably be required by the Controller to fulfil its obligations under Applicable Data Protection Legislation. Such information includes e.g. a description of:

a) the nature of the personal data breach, categories of and the approximate number of data subjects affected, categories of and the approximate number categories of personal data included;

b) likely consequences as a result of the data breach; and

c) a description of the measures taken to rectify the personal data breach or to mitigate its potential adverse effects.

6.3. If and to the extent it is not possible to provide all the information at the same time, the information may be provided in instalments without undue further delay.

6.4. The Controller shall compensate the Processor for any direct costs that the Processor incurs if the measures taken under this Section 6 are due to the Controller's non-compliance of Applicable Data Protection Legislation.

7. Sub-processors

7.1. The Processor is entitled to engage Sub-processors to process personal data on behalf of the Controller. The Processor shall enter into an agreement with all Sub-processors which imposes corresponding obligations as are applicable to the Processor in accordance with this DPA. The Processor shall be fully accountable towards the Controller for the performance of the Sub-processors' obligations.

7.2. A list of approved Sub-processors at the time of entering into this DPA is set forth in Appendix 2.

7.3. If the Processor intends to engage or replace a Sub-processor, the Processor shall, prior to such engagement, inform the Controller thereof in writing and enable the Controller to object to the engagement. Any objections by the Controller shall be made by the Controller in writing without any undue delay, and at the latest within thirty (30) days, as from the time the Controller receives the information. The Processor shall provide the Controller with any information reasonably requested by the Controller to enable the Controller to assess whether the use of the proposed Sub-processor will be in compliance with this DPA and Applicable Data Protection Legislation. If such compliance, in the Controller's legitimate and reasonable opinion, will not be enabled through the engagement of the proposed new Sub-processor and the Processor, despite the objections of the Controller, want to engage the proposed sub-processor, the Controller shall have the right to terminate the Terms of service. If the objection is not legitimate, the Controller shall not have the right to terminate the Terms of service.

8. Transferring personal data to a transferring personal data to a third country

The Processor may move, store, transfer, or otherwise process the personal data outside of the EU/EEA, provided that such transfers meet the requirements and undertakings which follow from Applicable Data Protection Law. The Processor undertakes to enter into the relevant module of the EU Commission's Standard Contractual Clauses with its

Sub-processors that transfer personal data outside EU/EEA, unless another applicable transfer mechanism applies, and to take all reasonable measures to control that the engaged Sub-processors ensure the lawfulness of any further transfers of personal data that the Sub-processors' sub-processors may undertake.

9. Request for information and disclosure of personal data

9.1. In cases where a data subject or other third-party requests information from the Processor in respect of processing of personal data which belongs to the Controller, the Processor shall refer such data subject or third party to the Controller.

9.2. In the event a public authority requests the type of data as set forth in Section 9.1, the Processor shall immediately inform the Controller of the request, unless prevented by law, and the Processor and the Controller shall thereafter, in consultation, agree on a suitable course of action. Unless expressly agreed between the Parties, the Processor shall not act on behalf of the Controller.

9.3. The Processor shall not disclose or make any personal data available to third parties unless the Processor is under a legal obligation deriving from the laws of the European Union or a member state, or court or public authorities' order to disclose the personal data.

9.4. If an obligation to disclose information as stipulated in this Section 9 emerges, the Processor shall immediately inform the Controller of such situation.

10. Audit and documentation

10.1. The Processor undertakes to document and keep records of the measures taken by the Processor in order to comply with its obligations under this DPA and Applicable Data Protection Legislation.

10.2. The Processor shall assist the Controller in obtaining information and documentation relating to the processing of personal data carried out on behalf of the Controller to the extent required to demonstrate that the Processor has fulfilled its obligations in accordance with Applicable Data Protection Legislation. The right to information shall include the right of access to the Processor's premises. The Controller shall be entitled to request an audit for this purpose which may be conducted either by the Controller or by an independent third party provided that such third party is subject to confidentiality and does not constitute a competitor to the Processor.

11. Compensation

The Processor shall receive compensation for any reasonable costs for measures which it takes in respect of processing of personal data in accordance with this DPA.

12. Liability

12.1. In the event of compensation for damages in connection with wrongful processing of personal data, which, through an established judgment or settlement, shall be payable to data subjects due to a breach of the provisions in this DPA, the Controller's instructions or Applicable Data Protection Legislation, Article 82 GDPR shall apply.

12.2. Any administrative fines pursuant to Article 83 GDPR or Chapter 6 of the Swedish Data Protection Act (2018:218) shall be borne by the Party upon whom such a charge is imposed.

12.3. The breaching Party's liability towards the other Party for such claims referred to in Section 12.1 above is (i) if a Loan Agreement is entered into, limited to 200% of the average aggregated interest paid by the Controller (or any of its affiliates) to the Processor under the Loan Agreement the relevant year and (ii) if no Loan Agreement is entered into, limited to the amount set out in the Terms of service.

12.4. The Controller shall fully indemnify the Processor against any damages, fines or costs that Processor incurs as a result of any breach by the Controller of the warranty set out in Section 3.3.

13. Term

With the exception of Sections 5 and 12, the provisions of this DPA shall apply for as long as the Processor processes personal data on the Controller's behalf.

14. Measures in connection with the termination

14.1. When the Loan Agreement expires (or if no Loan Agreement is entered into, the Terms of service are terminated), the Processor shall, at the Controller's request and per the Controllers instructions, permanently delete, or return in a format that the Controller chooses, all personal data processed in accordance with the DPA to the Controller, unless the Processor is required by law to save a copy of the personal data.

14.2. In this context, deletion mean that the personal data is deleted in accordance with the industry standard in force at any given time in order to make it impossible for the data to be recreated using technology or method known at the time of deletion. This shall also apply to personal data that has been processed for logging and security purposes.

15. Amendments

Any amendments and additions to the DPA shall, in order to be binding, be in writing and duly accepted by both Parties.

16. Assignment of the agreement

Neither Party shall be entitled to assign its rights or obligations under this DPA, in whole or in part, without the prior written consent of the other Party. However, the Processor may, without the prior written consent of the Controller, assign any of its rights or obligations under this DPA to an affiliate, or to another third party as part of a corporate reorganization, upon a change of control, consolidation, merger, sale of all or substantially all of its business or assets of the Processor.

17. Dispute settlement and applicable law

17.1. This DPA shall be governed by the substantive law of Sweden, without regard to its choice of law provisions.

17.2. Any dispute, controversy or claim that solely regards this DPA shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall, unless otherwise agreed between the Parties, be English. Any other dispute, controversy or claim shall be settled in accordance with the Loan Agreement (if entered into).

17.3. The Parties undertake and agree that any arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking

shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, applicable stock exchange regulations or the regulations of any other recognised marketplace.

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APPENDIX 1

Specification of the processing

1. Brief description of the Services

The Services are delivered as part of the Platform which is a business intelligence tool provided by the Processor. The primary users of the Services are companies wanting to get a better understanding of their business performance, such as the Controller. The Services can also be used by the Processor's representatives to understand the Controller's business.

The Services include the access to the Platform, an online portal where dashboards with metrics and Key Performance Indicators (KPIs) are presented to the customer. This is used to understand many aspects of the customer's business, including revenue trends, user retention and churn, marketing efficiency and future projections.

The Platform is dependent on access to information regarding financials and sales records to calculate the aforementioned metrics, information which is either provided directly by the Controller, or from 3rd party service APIs managed by the Controller. The information is aggregated into statistics and presented in the Platform's interface.

2. Purpose and subject matter of the processing

The data fetched by the Platform is used to calculate business metrics for the Controller. These business metrics are presented to the Controller as a self service tool where the Controller can log in to learn more about its own business performance. The business metrics may also be used together with insights from the Platform to evaluate and follow the health of the Controller's business, as a foundation for extending loans to the Controller, and track covenants and other terms of said loans.

In the process of acquiring the raw data used to provide the Service, the processing may include a limited amount of personal data. As such personal data is not purposely collected, and any such processing of personal data will be limited to either (i) downloading it together with other business data, only to immediately delete it, or (ii) downloading it together with other business data, whereafter such data will be subject to pseudonymisation by way of hashing or encrypting such personal data only in situations where required to provide the Services. Whenever possible, the Processor will abstain from downloading the personal data in the first place, although not all 3rd party services provide anonymous views of data over their APIs.

3. Categories of personal data

Since the Platform discards any personal data during ingestion, the Platform's systems do not (subject to section 5 below) store any personal data. To the extent personal data will be processed, in order to determine what other types of data to store, such personal data may contain information regarding data subjects such as:
- Full names
- Contact details (including such as home and billing addresses, email addresses, telephone number)
- Social security numbers
- Usernames, user- and customer identifiers, customer numbers
- Geographical location information
- Invoice details (including invoice number and purchase details)
- Partial credit card numbers

4.   Categories of data subjects

The personal data processed contain information in respect of the Controller's employees and customers.

Employees in the context of this document refers to data subjects employed or has been under employment of the Controller.

Customers in the context of this document refers to existing or previous customers or end users of the Controller's goods or services.

5.   Processing operations (storing, managing, cross-referencing etc.)

Controller's login details are encrypted and stored in systems using AES-256 encryption algorithm (Google Secret Manager, Google Cloud SQL).

During the data ingestion process, the Processor is processing personal data on the designated encrypted shared host located in Europe and communicating with Google BigQuery using TLS. Cross host data transformation takes place and it is done in a closed, secure and shielded environment. Data in the ingestion process is short living and after the process is irretrievably deleted.

After data ingestion, personal data is stored and transformed only in Google BigQuery service which provides encryption in transit and at rest. The Platform is using raw data without personal data to calculate metrics and KPI.

6.   Location of processing operations

All data is stored and processed in Europe (multi-region EU).

Reference: https://cloud.google.com/bigquery/docs/locations

7.   Duration of the processing (retention period)

The processing of personal data is either:

- i)   limited to receiving the raw data, and immediately deleting any personal data from the datasets the Processor receives; or
- ii)   limited to receiving the raw data, and immediately pseudonymising any personal data from the datasets the Processor receives, which will be retained only as long as required to provide the Platform and in any event be deleted within 30 days of the termination of provision of the Platform.

Data deletion is primarily done using the standard Google BigQuery process, which means personal data may be persisted for a few days before being fully erased.

The Processor will also apply manual processes to ensure that any stored personal data is deleted within 30 days of detection.

APPENDIX 2

Approved Sub-processors

Name of Sub-processor	Company registration number	Service	Place of processing
Google Cloud EMA Limited	660412	Google Cloud Platform Services	Ireland