

# Appendix A

## Data Processing Agreement – Ancon AB

*Updated:*

November 2022

*Version:*

1.0

### **PARTIES**

This data processing agreement (the "**DPA**") has been entered into between:

1. Ancon AB, reg. no. 556257-3039, Kungsgatan 11, 451 30 Uddevalla ("**Ancon**"), and
2. The Customer, as further specified in the Service Agreement between Ancon and the Customer.

(each a "**Party**" and jointly the "**Parties**").

### **Ancon details**

*Contact person and contact details:*

Fredrik Höglind, fredrik@ancon.io

*Contact details to contact person for data protection issues:*

privacy@ancon.io

### **Customer details**

*For Customer details, including contact details to contact person of the Customer, see the Service Agreement between the Parties.*

\* \* \* \* \*

This DPA is supplemental to and forms an integral part of the Service Agreement. By entering into the Service Agreement, the Parties also entering into this DPA, including all its appendices.

# Terms and Conditions of the DPA

The terms and conditions of this DPA apply to Ancon’s processing of personal data on behalf of the Customer in connection with the provision of the Services to the extent the processing of personal data is subject to the GDPR. This DPA forms an integral part of our Service Agreement and the applicable Scope of Work(s).

## INTRODUCTION

### 1. Roles of the Parties

Ancon will process personal data on behalf of the Customer as a processor in connection with the provision of the Services as detailed in the Instruction in Schedule 1 of this DPA.

### 2. Model Clauses

The parties recognize that the EU Commission has adopted Model Clauses between controllers and processors under Article 28.7 of the GDPR. The Parties agree that the Model Clauses shall apply to Ancon’s processing of personal data on behalf of the Customer with the additions below. As such, the Customer is the "controller" and Ancon is the "processor" under the Model Clauses.

With respect to Annex I of the Model Clauses, reference is made to the information outlined on the front page of this DPA. As regards Annex II and the description of the processing, reference is made to Schedule 1 of this DPA and any supplementary Instruction(s) issued by the Customer regarding the processing of personal data covered by this DPA.

### 3. Definitions

Lower case terms used but not defined in this DPA, such as "controller", "processor", "personal data", "processing" and "personal data" shall have the same meaning as in Article 4 of the GDPR. Capitalized terms used, but not defined in this DPA, shall have the same meaning as in the Service Agreement. Additional definitions used in this DPA are outlined below.

### 4. Priority

In the event of any conflict or inconsistency between this DPA and the Service Agreement or any applicable Scope of Work(s), the terms of this DPA shall prevail and in the event of any conflict or inconsistency between the provisions below and the Model Clauses, the terms of the Model Clauses shall apply in accordance with Clause 4 of the Model Clauses.

### 5. Docking Clause

The Parties agree that the docking clause in Clause 5 of the Model Clauses shall not apply.

## OBLIGATIONS OF THE PARTIES

### 6. Instructions

Ancon shall only process personal data on behalf of the Customer in accordance with any Instructions by the Customer and Applicable Data Protection Laws. Any such further Instruction with respect to the processing of personal data shall be provided to Ancon by way of e-mail to Ancon's contact person for data protection issues. Any Instruction shall include the same information as outlined in Schedule 1. If the Customer issues new Instructions which are over and beyond what Applicable Data Protection Laws require or which are not supported by the Services, Ancon is, if the Customer maintains the Instruction, entitled to reasonable compensation for the cost that the new Instruction implies or otherwise according to a separate agreement between the Parties.

### 7. Documentation and Compliance

Any request for an audit or inspection by the Customer under Clause 7.6 of the Model Clauses shall be sent to Ancon by e-mail to Ancon's contact person for data protection

issues. The Customer shall give Ancon reasonable notice of at least one (1) month prior to exercising its audit rights in order to allow the Parties to plan the audit or inspection. For the avoidance of doubt, any inspection or audit shall only comprise such information that is necessary in order for the Customer to determine whether Ancon have fulfilled Ancon's obligations under this DPA and Applicable Data Protection Laws and shall not comprise any other information which is irrelevant to Ancon's processing of personal data on behalf of the Customer under this DPA. Each Party shall bear its own costs in relation to any audit.

## **8. Use of Sub-processors**

The Customer hereby gives Ancon a general written authorization to engage sub-processors, which are necessary to provide the Services. All such sub-processors, engaged from time to time, are outlined in a list available on our Website. By entering into this DPA, the Customer authorises the sub-processors that Ancon engages as of the date of this DPA. Any intended changes of that list through the addition or replacement of a sub-processor shall be notified to the Customer at least thirty (30) days by e-mail to the Customer's designated contact person for data protection issues. The list and any notification of an intended change of the list shall include at least the following information in relation to each sub-processor:

- (i) the identity of the sub-processor (including full legal name, corporate registration number and address);
- (ii) the type(s) of service(s) provided by the sub-processor;
- (iii) the location where the sub-processor will process personal data on behalf of the Customer; and
- (iv) information on the measures (or where information on such measures may be found) that the sub-processor has taken to protect the personal data.

Any objection of the Customer with respect to the addition or replacement of a sub-processor shall be made within thirty (30) days from the date the Customer received the notification of the intended change and shall be sent by e-mail to Ancon's contact person for data protection issues. If the Customer objects to the change, the Parties shall seek to agree on a solution which is acceptable to both Parties. If the Parties do not agree on a solution within thirty (30) days following the Customer's written objection, or at such later time (which the Parties have agreed on in writing) and if it is not possible for Ancon to provide the Services without the sub-processor, each Party shall have a right to terminate the Service Agreement and any applicable Scope of Work(s) in advance to end following the thirty (30) days' period calculated from the Party's written objection, subject to any specific provisions in the Service Agreement on termination in advance.

Where the Customer does not object to the change, Ancon may engage the sub-processor for the processing of personal data on behalf of the Customer.

Any request for a copy of a sub-processing agreement that Ancon has entered into with a sub-processor engaged to process personal data on behalf of the Customer under this DPA shall be sent by e-mail to Ancon's contact person for data protection issues. Ancon shall have the right to delete or remove any commercial information from such sub-processing agreement prior to disclosing the agreement to the Customer.

## **9. International Transfers**

Subject to Clause 7.8 of the Model Clauses, the Customer accepts that Ancon transfers personal data to sub-processors in third countries which are necessary to provide the Services.

## **10. Assistance to the Controller**

Any notifications to the Customer regarding requests that Ancon has received from any data subject regarding the processing of personal data carried out on behalf of the Customer under this DPA shall be sent by

e-mail to the Customer's designated contact person for data protection issues. Moreover, any request for assistance under Clause 8 of the Model Clauses shall be sent by e-mail to Ancon's contact person for data protection issues. Ancon shall have a right to reasonable compensation for any assistance provided to the Customer under Clause 8 of the Model Clauses or otherwise as according to a separate agreement between the Parties.

#### **11. Notification of Personal Data Breach**

Notification of a personal data breach under Clause 9 of the Model Clauses shall be sent by e-mail to the Customer's designated contact person for data protection issues. Without prejudice to the notification obligation under Clause 9 of the Model Clauses, Ancon shall immediately after becoming aware of a personal data breach which concerns personal data processed on behalf of the Customer:

- (i) commence an investigation of the personal data breach in order to determine the scope, nature and the likely consequences of the personal data breach;
- (ii) take appropriate remedial measures in order to mitigate the possible adverse effects of the personal data breach; and
- (iii) consult with the Customer in order to determine as to whether the Customer would be obligated under Applicable Data Protection Laws to notify the competent supervisory authority and or the data subjects concerned of the personal data breach.

#### **12. Request from Supervisory Authority or third parties**

In case a competent supervisory authority or any other third-party requests:

- (i) information from Ancon regarding the processing of personal data under this DPA; or

- (ii) that Ancon shall disclose personal data that is processed on behalf of the Customer under this DPA,

Ancon shall without undue delay notify the Customer in writing thereof. Notification shall be sent by e-mail to the Customer's designated contact person for data protection issues. The Parties shall thereafter consult regarding the supervisory authority's or the third party's request. This obligation does not apply if Ancon is prohibited under law to notify or consult with the Customer regarding the supervisory authority's or the third party's request. Ancon may not act on the Customer's behalf as agent for the Customer or otherwise.

### **FINAL PROVISIONS**

#### **13. Confidentiality of Personal Data**

Ancon shall keep any personal data processed on behalf of the Customer strictly confidentiality and not disclose or make available the personal data to any third party, unless otherwise authorized in advance in writing by the Customer or as otherwise required under law or for the performance of this DPA or for the provision of the Services.

#### **14. Term and Termination**

This DPA is effective during the same term as the Service Agreement and any applicable Scope of Work(s) and for such additional period that Ancon processes personal data on behalf of the Customer. If either Party terminates the DPA with immediate effect for any of the reasons outlined in Clause 10 of the Model Clauses, the Service Agreement and any applicable Scope of Work(s) also terminate with immediate effect.

#### **15. Return of Personal Data**

Upon termination of the Service Agreement, any applicable Scope of Work(s) or this DPA, and with reference to Clause 10 (d) of the Model Clauses, the Customer shall provide Ancon with a written instruction as to whether the personal data that Ancon (or any sub-processors engaged by

Ancon) processes on behalf of the Customer shall (i) be returned to the Customer or (ii) be deleted in a secure and irreversible way.

If the Customer does not provide such instruction within thirty (30) days following the termination of the Service Agreement, the applicable Scope of Work(s) or the DPA, any personal data covered by this DPA and in Ancon's possession or control shall be deleted without undue delay. The instruction under this Clause 15 shall be sent by e-mail to Ancon's contact person for data protection issues.

## 16. Survival of Certain Terms

Clause 13 (*Confidentiality of personal data*), Clause 15 (*Return of personal data*), Clause 17 (*Liability*), and Clause 18 (*Miscellaneous*) shall survive the termination of this DPA for any reason.

## 17. Liability

Each Party shall be liable for any administrative fines imposed on the Party in question due to the Party's failure to fulfil its obligation under this DPA or Applicable Data Protection Laws or if the Party otherwise has processed personal data in breach of Applicable Data Protection Laws.

Moreover, liability for any claims for damages from data subjects concerned shall be governed by Article 82 of the GDPR. Without prejudice to the foregoing, the limitation of liability included in Clause 7 of the Service Agreement shall apply.

The limitation of liability is, however, not applicable with respect to damages which arise as a result of a breach the confidentiality undertaking in Clause 13.

## 18. Miscellaneous

### *Severability*

If any provision of this DPA is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of this DPA shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the deficient provision shall be replaced with a new provision permitted by applicable law and having an effect as close as possible to the deficient provision

### *Assignment*

The rights and obligations of the DPA may not be assigned by a Party without the prior written approval of the other Party.

### *No waiver*

Delay by either Party to exercise a right or remedy under this DPA shall not affect such Party's right to enforce such right or remedy at a later time. A waiver by any Party of any breach of any provision under this DPA shall not be construed to be a waiver by such Party in relation to subsequent breaches of such or other provisions in this DPA.

### *Governing law*

This DPA is governed by Swedish law, without giving effect to any principles of conflicts of law.

### *Disputes*

Clause 16 of the Service Agreement shall apply with respect to any dispute controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof.

## ADDITIONAL DEFINITIONS

The following additional defined terms are used in this DPA:

<i>Term</i>	<i>Meaning</i>
"Applicable Data Protection Laws"	means the GDPR and all data protection legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of data subjects with respect to the processing of their personal data, that apply to any of the Parties;
"Customer"	means the legal entity that has entered into the Service Agreement and any applicable Scope of Work(s) with Ancon;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
"Instructions"	means any documented instruction issued by the Customer that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and any specific requirements that apply to the processing, including Schedule 1 of this DPA;
"Model Clauses"	means the EU Commission's implementing decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council available on the following link: <a href="https://ec.europa.eu/info/law/law-topic/data-protection/publications/standard-contractual-clauses-controllers-and-processors_en">https://ec.europa.eu/info/law/law-topic/data-protection/publications/standard-contractual-clauses-controllers-and-processors_en</a> ;
"Party" or "Parties"	means individually or collectively, Ancon and the Customer;
"Scope of Work(s)"	means any scope of work concluded between Ancon and the Customer outlining the content, scope and purpose of the services (the "Services") that Ancon shall provide to the Customer;
"Service Agreement"	means the service agreement concluded between Ancon and the Customer regarding the provision of the Services; and
"Website"	means Ancon's website available at <a href="https://ancon.io">https://ancon.io</a> .

**SCHEDULE 1 – INSTRUCTION REGARDING THE PROCESSING OF PERSONAL DATA FOR THE PROVISION OF THE SERVICES**

This Schedule 1 sets out the Customer's Instruction with respect to Ancon's (and Ancon's sub-processors) processing of personal data in connection with provision of the Services.

**PURPOSES AND NATURE OF THE PROCESSING OF PERSONAL DATA**

Ancon will process personal data on behalf of the Customer in connection with the provision of the Services and to fulfil its obligations under this DPA and Applicable Data Protection Laws as further described in the table below.

The purposes for which personal data is processed and the categories of personal data processed by Ancon in practice depend on the scope of the Services as detailed in the applicable Scope of Work(s), the Service Agreement, and/or which products (included in the Services) that are being used by the Customer.

The personal data that is processed by Ancon on behalf of the Customer also depends on which third-party integrations that the Customer, on its own initiative, uses in connection with the Services.

**DETAILED DESCRIPTION OF THE PROCESSING OF PERSONAL DATA**

<i>Purpose</i>	<i>Categories of data subjects</i>	<i>Categories of personal data</i>	<i>Standard storage period</i>
<i>Hosting of IT environment (irrespective of the specific Ancon services/products used)</i>	<ul style="list-style-type: none"> <li>• Restaurant visitors of Customer</li> <li>• Customer personnel</li> </ul> <p><i>The categories of data subjects may vary depending on the Scope of Work(s) and/or the Service Agreement.</i></p>	<p><i>Restaurant visitors of Customer</i></p> <ul style="list-style-type: none"> <li>• Communication</li> <li>• Identification information</li> <li>• Order details and history</li> <li>• Payment data</li> <li>• Contact information</li> </ul> <p><i>Customer personnel</i></p> <ul style="list-style-type: none"> <li>• Login credentials</li> <li>• Communication</li> </ul> <p><i>The categories of personal data may vary depending on the Scope of Work(s) and/or the Service Agreement.</i></p>	<p>Personal data is kept by Ancon during the period of the Services or as otherwise instructed by the Customer.</p> <p>Personal data necessary for Customer's bookkeeping obligations is stored, unless otherwise is instructed, for up to seven (7) years from the end of the relevant calendar year.</p>
<i>Provide support to Customer (irrespective of which specific Ancon services/products used)</i>	<ul style="list-style-type: none"> <li>• Restaurant visitors of Customer</li> <li>• Customer personnel</li> </ul> <p><i>The categories of data subjects may vary depending on the Scope of Work(s) and/or the Service Agreement.</i></p>	<p><i>Restaurant visitors of Customer</i></p> <ul style="list-style-type: none"> <li>• Communication</li> <li>• Identification information</li> <li>• Order details and history</li> <li>• Payment data</li> <li>• Contact information</li> </ul> <p><i>Customer personnel</i></p>	<p>Personal data is kept by Ancon during the period of the Services or as otherwise instructed by the Customer.</p>

<i>Purpose</i>	<i>Categories of data subjects</i>	<i>Categories of personal data</i>	<i>Standard storage period</i>
		<ul style="list-style-type: none"> <li>• Login credentials</li> <li>• Communication</li> </ul> <p><i>The categories of personal data may vary depending on the Scope of Work(s) and/or the Service Agreement.</i></p>	
<i>Provide Ancon's services, including add-ons and integrations as relevant</i>	<ul style="list-style-type: none"> <li>• Restaurant visitors of Customer</li> <li>• Customer personnel</li> </ul> <p><i>The categories of data subjects may vary depending on the Scope of Work(s) and/or the Service Agreement.</i></p>	<p><i>Restaurant visitors of Customer</i></p> <ul style="list-style-type: none"> <li>• Communication</li> <li>• Identification information</li> <li>• Order details and history</li> <li>• Payment data</li> <li>• Contact information</li> </ul> <p><i>Customer personnel</i></p> <ul style="list-style-type: none"> <li>• Login credentials</li> <li>• Communication</li> </ul> <p><i>The categories of personal data may vary depending on the Scope of Work(s) and/or the Service Agreement.</i></p>	<p>Personal data is kept by Ancon during the period of the Services or as otherwise instructed by the Customer.</p> <p>Personal data necessary for Customer's bookkeeping obligations is stored, unless otherwise is instructed, for up to seven (7) years from the end of the relevant calendar year.</p>

## PLACE OF PROCESSING

Personal data is processed by Ancon in Sweden. For information where our sub-processors that we have engaged to provide the Services process personal data, please see our list of sub-processors available at our Website.

## SUB-PROCESSORS

Information on which sub-processors that Ancon, from time to time, engage to provide the Services is available at our Website.

## CATEGORIES OF PERSONAL DATA

In the table below, we outline examples of types of personal data covered by the categories of personal data used in the above table describing Ancon's processing of personal data.

<i>Category of personal data</i>	<i>Examples of types of personal data</i>
<i>Communication</i>	<ul style="list-style-type: none"> <li>• Contents in communication, for example in connection with order/delivery or support matters</li> </ul>
<i>Contact information</i>	<ul style="list-style-type: none"> <li>• Address</li> <li>• E-mail address</li> <li>• Telephone number</li> </ul>

<i>Category of personal data</i>	<i>Examples of types of personal data</i>
<i>Identification information</i>	<ul style="list-style-type: none"> <li>• Name</li> </ul>
<i>Login credentials</i>	<ul style="list-style-type: none"> <li>• Username</li> <li>• Password</li> </ul>
<i>Order details and history</i>	<ul style="list-style-type: none"> <li>• Product</li> <li>• Purchase price</li> <li>• Order date</li> <li>• Delivery method and pickup details</li> <li>• Order history</li> <li>• Food preferences or other instructions</li> </ul>
<i>Payment data</i>	<ul style="list-style-type: none"> <li>• Payment card details</li> </ul>

**CHANGES TO THIS INSTRUCTION**

The Parties agree that this Instruction may be updated from time to time in order to reflect the processing of personal data carried out by Ancon (and our sub-processors) in connection with the provision of the Services.

## **SCHEDULE 2 – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Ancon and its sub-processors have implemented the following technical and organizational security measures to protect and safeguard the personal data covered by the DPA:

- Measures to ensure integrity of personal data, for example access control measures, logging and authorization management.
- Measures to ensure confidentiality of personal data, for example encryption in storage and transit.
- Measures to ensure availability of personal data, for example backup routines, firewalls and logging.

More information on the technical and organizational security measures is available upon request.