APPENDIX 3

Data Processing Agreement

Version 2025-11-28

This data processing agreement (the “Data Processing Agreement”) applies between the Parties in accordance with the Supplier Agreement entered into between the Parties. Where the contractual relationship constitutes a sub-processing relationship, Appendix 3.1 (Sub-processor Agreement), found further down in this document, shall apply instead.

1. Background

Avy provides an application for housing administration and payment of rent notices (the “Housing App”). In providing the service, Avy may process personal data relating to private individuals who are customers of various landlords. Accordingly, Avy’s customers may need to enter into a Data Processing Agreement, Sub-processor Agreement or Data Handling Agreement, depending on the range of services to be offered to the tenants.

In the cooperation between the Controller and the Processor, the Data Processing Agreement applies primarily, but where Avy acts as Sub-processor, the Sub-processor Agreement shall instead apply between the Parties.

2. Definitions

The terms “Controller”, “Processor”, “Sub-processor”, “Personal Data”, “Data Subjects” and other terms in this Data Processing Agreement that relate to personal data shall be interpreted and applied in accordance with EU Regulation 2016/679 (“GDPR”).

“Processing” means in principle any operation or combination of operations performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Service Agreement” means the service agreement(s) in place between Avy and the Controller.

“Personal Data” means any information relating to an identified or identifiable natural person (hereinafter a data subject), whereby an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Party/Parties” means either the Controller or the Processor individually, or the Processor and the Sub-processor jointly, where a Sub-processor has been engaged by the Processor.

“Controller” means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

“Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

“Data Processing Agreement” means this agreement between the Controller and the Processor.

“Data Subjects” means the person or persons to whom a personal data item relates, normally the Tenants.

“Third Party” means a natural or legal person, public authority, agency or body other than the data subject, the controller, the Processor or the persons who, under the direct authority of the Controller or the Processor, are authorised to process personal data.

3. Documents

The Data Processing Agreement consists of this document and the Data Processing Instructions in force from time to time.

3.1 If there are contradictions between the Data Processing Agreement, the Sub-processor Agreement and the Instructions, the Instructions shall prevail, unless otherwise specifically stated or the circumstances clearly indicate otherwise.

4. Applicability and interpretation

4.1 This Data Processing Agreement shall apply to the processing of Personal Data that the Processor carries out on behalf of the Controller in connection with the Service Agreement.

The Processor's undertakings to comply with GDPR and other regulations shall in all respects be interpreted in accordance with the design of the services provided by the Processor.

5. The Processor's undertakings

5.1 The Processor accepts to comply with applicable data protection laws, applicable regulations and industry standards. The Processor also undertakes to keep itself informed of the same.

5.2 The Processor, and persons acting on the Processor's behalf, undertake to process Personal Data only in accordance with the Data Processing Agreement, written instructions from the Controller or as provided by the Controller from time to time, and in accordance with applicable data protection legislation.

5.3 The Processor shall implement technical and organisational safeguards in accordance with applicable law in order to protect Personal Data against unauthorised or unlawful access or accidental loss, alteration, unauthorised disclosure of or access to Personal Data.

5.4 The Processor shall only process Personal Data for the purpose of fulfilling its obligations under the Service Agreement. If the Processor lacks instructions or is uncertain about the purpose of the processing which is deemed necessary to carry out a particular task that involves or may involve processing of Personal Data, the Processor shall, without delay, inform the Controller of this and thereafter await such further instructions as the Processor deems necessary.

5.5 If Data Subjects, the Swedish Authority for Privacy Protection (Integritetsskyddsmyndigheten) or any other Third Party request information from the Processor that in any way includes Personal Data, the Processor shall refer to the Controller. The Processor may not disclose Personal Data or any other information about the processing of Personal Data without the written consent of the Controller.

5.6 The Processor shall without delay inform the Controller of any contacts with the Swedish Authority for Privacy Protection or any other authority that concern or may be of significance for the processing of Personal Data. The Processor is not entitled to represent the Controller or otherwise act on its behalf towards the Swedish Authority for Privacy Protection or any other Third Party without the written consent of the Controller.

5.7 The Processor shall, to the extent required under applicable data protection legislation and in accordance with the Processor's written instructions in each individual case, assist the Controller in fulfilling its obligations under applicable data protection legislation. The Processor shall further implement technical and organisational measures where deemed necessary under applicable data protection legislation.

5.8 Upon termination of the Data Processing Agreement, the Processor shall delete or return all personal data to the Controller in the manner specified in this agreement and in accordance with the Controller's instructions. The Processor is also obliged to ensure that no Personal Data processed on behalf of the Controller remains in its possession.

5.9 The Processor understands that Personal Data may not be processed outside the EU/EEA without the consent of the Controller. If personal data is processed outside the EU/EEA, the Processor shall ensure that the transfer is covered by standard contractual clauses for data processing (SCCs) and that the processing complies with the requirements for transfer and processing in third countries.

6. The Controller

6.1 The Controller has the right, itself or through a third party, to review and verify that the Processor's handling of personal data complies with this agreement. In the event of such a review, the Processor shall give the Controller the assistance needed. The Processor is entitled to reasonable compensation for costs connected with the review. The Processor shall follow the Controller's instructions regarding personal data until an agreement has been reached or the matter has been decided in accordance with the dispute resolution rules in the Service Agreement. If the Controller's instructions prove to be incorrect, the Processor is entitled to compensation as agreed or as finally decided in the dispute, including interest under the Swedish Interest Act.

6.2 The Processor may, to the extent required, change the content of this Data Processing Agreement in order to comply with changes in GDPR and other relevant regulations. A change takes effect no later than thirty (30) days after the Processor has sent notice of the change to the Controller, or after the time the Processor is obliged to comply with in accordance with a decision of the Swedish Authority for Privacy Protection. If the Controller does not accept the change in question, the Processor is entitled to immediately terminate all agreements with the Controller under which the Processor is to process Personal Data on behalf of the Controller, whereby clause 5.8 above shall apply. Other amendments and additions to this Data Processing Agreement shall be in writing and signed by both Parties in order to be binding.

7. Sub-processors

7.1 The Controller approves that the Processor may engage Sub-processors within the EU/EEA and may transfer personal data in order to perform its obligations under the Service Agreement. The Processor shall ensure that any Sub-processors are bound by written agreements that impose on them obligations in the data processing corresponding to those that apply under this Data Processing Agreement.

8. Information security and confidentiality

The Processor is obliged to fulfil its legal obligations regarding information security under applicable data protection legislation, and shall in all cases implement appropriate technical and organisational measures to protect the personal data being processed.

The Processor shall ensure compliance with the provisions on information security and confidentiality that follow from the Instructions in force from time to time.

9. Compensation

The Processor has the same right to compensation as set out in the Service Agreement and, where applicable, the Data Processing Agreement. For costs not covered by these agreements, the Processor is entitled to compensation for costs that are reasonable.

10. Term

This Data Processing Agreement enters into force on the date of signing of the Service Agreement and remains in force for as long as the Processor processes Personal Data on behalf of the Controller; in other respects the same rules on termination as set out in the Service Agreement apply.

11. Disputes

Disputes regarding the interpretation or application of this agreement shall be settled in accordance with the dispute provision of the Service Agreement. Where the Processor is not bound by the Service Agreement, any dispute shall be settled by arbitration in accordance with the Rules for Simplified Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language of the proceedings shall be Swedish.

APPENDIX 3.1

Sub-processor Agreement

This personal data sub-processor agreement (the "Sub-processor Agreement") applies between the Parties in accordance with the Supplier Agreement entered into between the Parties where the contractual relationship constitutes a sub-processing relationship.

1. Definitions

The same definitions that apply under the Data Processing Agreement apply in this Sub-processor Agreement.

2. Documents

2.1 The Sub-processor Agreement consists of this document and the Data Processing Instructions in force from time to time.

2.2 If there are contradictions between the Processor Agreement, the Sub-processor Agreement and the Instructions, the Instructions shall prevail, unless otherwise specifically stated or the circumstances clearly indicate otherwise.

3. Applicability and interpretation

This Sub-processor Agreement shall apply to the processing of Personal Data that the Sub-processor carries out on behalf of the Customer in connection with the Service Agreement. The Sub-processor's undertakings to comply with GDPR and other regulations shall in all respects be interpreted in accordance with the nature of the services provided by the Sub-processor.

4. The Sub-processor's undertakings

4.1 The Sub-processor accepts to comply with applicable data protection laws, applicable regulations and industry standards. The Sub-processor also undertakes to keep itself informed of the same.

4.2 The Sub-processor, and persons acting on the Sub-processor's behalf, undertake to process Personal Data only in accordance with the Processor Agreement, written instructions from the Processor or as provided by the Processor or the Controller from time to time, and in accordance with applicable data protection legislation.

4.3 The Sub-processor shall implement technical and organisational safeguards in accordance with applicable law in order to protect Personal Data against unauthorised or unlawful destruction or accidental loss, alteration, unauthorised disclosure of or access to Personal Data.

4.4 The Sub-processor shall only process Personal Data for the purpose of fulfilling its obligations under the Service Agreement. If the Sub-processor lacks instructions or is uncertain about the purpose of the processing which is deemed necessary to carry out a particular task that involves or may involve processing of Personal Data, the Sub-processor shall, without delay, inform the Processor of this and thereafter await further instructions from the Processor.

4.5 If Data Subjects, the Swedish Authority for Privacy Protection (IMY) or any other Third Party request information from the Sub-processor that in any way includes Personal Data, the Sub-processor shall refer to the Processor. The Sub-processor may not disclose Personal Data or any other information about the processing of Personal Data without the written consent of the Processor.

4.6 The Sub-processor shall without delay inform the Processor of any contacts with IMY or any other authority that concern or may be of significance for the processing of Personal Data. The Sub-processor is not entitled to represent the Processor or otherwise act on its behalf towards IMY or any other Third Party without the written consent of the Processor.

4.7 The Sub-processor shall, to the extent required under applicable data protection legislation and in accordance with the Processor's written instructions in each individual case, assist the Processor in fulfilling its obligations under applicable data protection legislation. The Sub-processor shall further implement technical and organisational measures where deemed necessary under applicable data protection legislation.

4.8 Upon termination of the Processor Agreement, the Sub-processor shall delete or return all personal data to the Processor in the manner specified by the Processor and in accordance with the

Processor's instructions. The Sub-processor is also obliged to ensure that no Personal Data remains in its possession.

4.9 The Sub-processor understands that Personal Data may not be processed outside the EU/EEA without the consent of the Processor.

5. The Controller

5.1 The Processor is entitled, itself or through a Third Party, to carry out an audit of the Sub-processor or otherwise verify that the Sub-processor's processing of Personal Data complies with this Sub-processor Agreement. In the event of such audit or verification, the Sub-processor shall give the Processor the assistance needed to carry out the measure in question. The Sub-processor is entitled to reasonable compensation from the Processor for the costs arising as a result of such audit or verification. The Processor's interpretation and call to action regarding Personal Data shall apply regardless of whether agreements regarding compensation or scope have been entered into, until the Parties have reached an agreement or the matter has been finally decided in accordance with the dispute resolution rules in the Service Agreement. If the Processor's interpretation is ultimately incorrect, the Sub-processor is entitled to compensation as agreed or in accordance with the final, legally binding decision of the dispute resolution with respect to the activity, function or measure in question, together with interest under the Swedish Interest Act.

5.2 The Processor may, to the extent required for requirements arising from GDPR and other regulations to be met, change the content of this Processor Agreement. Such change takes effect no later than thirty (30) days after the Processor has sent the notice of change to the Sub-processor, or after the time the Sub-processor is obliged to comply with in accordance with IMY. If the Sub-processor does not accept the change in question, the Processor is entitled to immediately terminate all agreements with the Sub-processor under which the Sub-processor is to process Personal Data, whereby clause 4.8 above shall apply. Other amendments and additions to this Processor Agreement shall be in writing and signed by both Parties in order to be binding.

6. Sub-processors

The Processor approves that the Sub-processor may engage sub-processors within the EU/EEA and may transfer personal data in order to perform its obligations under the Service Agreement. The Sub-processor shall ensure that sub-processors are bound by written agreements that impose on them obligations in the data processing corresponding to those that apply under this appendix/Data Processing Agreement.

7. Information security and confidentiality

7.1 The Sub-processor is obliged to fulfil its legal obligations regarding information security under applicable data protection legislation, and shall in all cases implement appropriate technical and organisational measures to protect the personal data being processed.

7.2 The Sub-processor shall ensure compliance with the provisions on information security and confidentiality that follow from the Instructions in force from time to time.

8. Compensation

The Sub-processor has the same right to compensation as set out in the Service Agreement and, where applicable, the Processor Agreement. For costs not covered by these agreements, the Sub-processor is entitled to compensation for costs that are reasonable.

9. Term of the Sub-processor Agreement

This Sub-processor Agreement enters into force on the date of signing of the Service Agreement and remains in force for as long as the Sub-processor processes Personal Data on behalf of the Processor; in other respects the same rules on termination as set out in the Service Agreement apply.

10. Disputes

Disputes regarding the interpretation or application of this agreement shall be settled in accordance with the dispute provision of the Service Agreement. Where the Sub-processor is not bound by the Service Agreement, any dispute shall be settled by arbitration in accordance with the Rules for

Simplified Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language of the proceedings shall be Swedish.