General agreement on order processing pursuant to Art. 28 (3) GDPR (V2.0)

(“Contracted Data Processing”)

between

Customers of The Loop54 Group AB as the Controller

(“Client”)

and

The Loop54 Group AB

Västmannagatan 1, 111 24 Stockholm, Sweden as the Processor

(“Contractor”)

§ 1 Subject of the agreement

(1) The Contractor shall provide the Client with software solutions in accordance with the Terms of Use and the order form. In doing so, the Contractor obtains access to personal data and processes such data exclusively on behalf of and in accordance with the instructions of the Client. The scope and purpose of the data processing by the Contractor results from the Terms of Use and the order form. The Client shall be solely responsible for assessing the permissibility of the data processing pursuant to Art. 6 (1) GDPR.

(2) The parties conclude this Agreement to specify the mutual rights and obligations under data protection law. In the event of contradictions, its provisions take precedence over those of the Terms of Use.

(3) The provisions of this Agreement shall apply to all activities related to the main contract in which the Contractor and its employees or persons authorized by the Contractor come into contact with personal data originating from the Client or collected for the Client or otherwise processed on the Client's behalf.

(4) The provision of the contractually agreed data processing always takes place in a member state of the European Union or another contracting state of the Agreement on the European Contractual Area (Decision 94/1/EC).

§ 2 Purpose of processing, type of data processed and categories of data subjects

(1) The following purposes are pursued with the data processing:

For the processing of incoming search queries via the respective store, personal data is processed unless it is anonymized by the Client. In addition, personal data is collected and processed for storage in log files to determine the scope of the license, use of various functionalities and for evaluation purposes.

(2) The following types of data are processed:

IP address, search terms, user ID, and user interactions (click, add to cart, purchase and customer-specific, if any)

(3) The following categories of persons are affected:

Clients of the Contractor, users of the Controller’s website

(4) For internal administrative purposes, data is also exchanged within the Contractor's group with the company Omikron Data Quality GmbH, Habermehlstraße 17, 75172 Pforzheim, as well as other group companies.

§ 3 Client's right to issue instructions

(1) The Contractor may only collect, use or otherwise process data within the framework of the main contract and in accordance with the Client's instructions; this applies in particular with regard to the transfer of personal data to a third country or to an international organization. If the Contractor is required by the law of the European Union or the Member States to which it is subject to carry out further processing, it shall notify the Client of these legal requirements prior to the processing.

(2) The Client's instructions will be determined by this Agreement and may thereafter be amended, supplemented or replaced by the Client by individual written instructions. The authorized contact persons of both parties are listed in the Customer Contact Information Form. Any changes will be taken into account promptly.

(3) All instructions issued have to be documented by both the Client and the Contractor and will be retained for the duration of their validity.

(4) If the Contractor is of the opinion that an instruction of the Client violates data protection provisions, it will notify the Client thereof without undue delay. The Contractor is entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the Client. The Contractor may refuse to carry out an obviously illegal instruction.

(5) If, as a result of an instruction from the Client, the expense for the Contractor to fulfill a service owed under the Terms of Use and/or the order form increases, the Contractor may demand a corresponding adjustment of the agreed remuneration. The Contractor will inform the Client of the additional costs prior to the performance of the service.

(6) To the extent that the Contractor is prevented from fulfilling a performance owed under the Terms of Use and/or the order form due to an instruction of the Client, the Contractor will be released from its performance obligations. The Contractor's claim to the agreed remuneration remains unaffected by this.

§ 4 Basic obligations of the Contractor

(1) The Contractor is obliged to observe the statutory provisions on data protection and not to disclose information obtained from the Client's domain to third parties or expose it to their access. Documents and data are secured against access by unauthorized persons taking into account the state of the art.

(2) The Contractor organizes the internal organization in its area of responsibility in such a way that it meets the special requirements of data protection. It ensures that it has taken all necessary technical and organizational measures (TOMs) for the adequate protection of the Client's data pursuant to Art. 32 GDPR. With a view to the protection purposes of the data processed for it under the contract, the Client has examined the technical and organizational measures of the Contractor prior to conclusion of the contract and has assessed them as sufficient.

(3) The technical and organizational measures are subject to technical progress and further development. The Contractor is entitled to adapt measures to technical and organizational developments, provided that these do not fall short of the agreed standards. Significant changes will be documented and a new version will be made available to the Client upon request.

(4) The Contractor has appointed a contact person for data protection: Frank Zimmer (ext. data protection officer), Turbanstraße 5, 75015 Bretten, Germany, gdpr@fact-finder.com, Tel: +49 7252 2074140. The Client will be notified immediately of any changes to this information.

(5) The persons employed in data processing by the Contractor are prohibited from collecting, using or otherwise processing personal data without authorization. The Contractor obliges all persons entrusted by it with the processing and fulfillment of this Agreement accordingly (obligation to confidentiality, Art. 28 (3) (b) GDPR) and instructs them on the special data protection obligations resulting from this Agreement as well as the existing instruction and/or purpose limitation and ensures compliance with the aforementioned obligation with due care.

§ 5 Information Duties of the Contractor

(1) In the event of disruptions, suspected data protection violations or violations of contractual obligations of the Contractor, suspected security-related incidents or other irregularities in the processing of personal data, the Contractor will immediately inform the Client in writing.

(2) The Contractor immediately takes the necessary measures to secure the data and to mitigate any possible adverse consequences for the data subject(s), informs the Client thereof and requests further instructions from the Client.

(3) The Contractor supports the Client upon request in fulfilling the requests and claims of data subjects pursuant to Art. 12 et seq. GDPR and in complying with the obligations set out in Art. 32 to 36 GDPR within the scope of its possibilities and to a reasonable extent. As a matter of principle, the Contractor will only provide further support services if the Client assumes the associated costs.

(4) Should the Client's data of the Contractor be endangered by seizure or attachment, by insolvency or composition proceedings or by other events or measures of third parties, the Contractor informs

the Client thereof without undue delay, unless it is prohibited from doing so by the Court or administrative order. In this context, the Contractor immediately informs all competent bodies that the decision-making authority over the data lies exclusively with the Client.

(5) The Contractor and, if applicable, its representative keep a register of all categories of processing activities carried out on behalf of the Client, which shall contain all information pursuant to Art. 30 (2) GDPR. The directory will be made available to the Client upon request.

§ 6 Control rights of the Client

(1) Upon request, the Contractor provides the Client with evidence of compliance with the obligations set forth in this Agreement by suitable means.

(2) Should inspections by the Client or an inspector commissioned by the Client be necessary in individual cases, these shall be carried out during normal business hours without disrupting the operating process. The parties agree on the time and type of inspection in good time in advance. The Contractor does not have to accept an inspector who is in a competitive relationship with him.

(3) For the performance of the control, the Contractor only admits such a person who is especially obliged to maintain secrecy, in particular with regard to information about the Contractor's business secrets, its operation and equipment, data of other Clients as well as existing security measures. If the control is not carried out by a person already known to the Contractor, such person must prove his legitimation by the Client in writing at least ten calendar days before the control is carried out.

(4) The Client documents the inspection results and notifies the Contractor thereof. In the event of errors or irregularities discovered by the Client, in particular during the inspection of order results, the Client informs the Contractor without delay. If faults are found during the inspection, the future avoidance of which requires changes to the ordered procedure, the Client informs the Contractor of the necessary procedural changes without delay.

§ 7 Use of further processors (subcontractors)

(1) Within the scope of its contractual obligations, the Contractor is in principle authorized to establish further data processing relationships with subcontractors. The Contractor carefully selects subcontractors according to their suitability and reliability. It engages them in accordance with the provisions of this Agreement and in doing so ensures that the Client can exercise its rights under this Agreement, in particular its audit and inspection rights. Upon request, the Contractor provides the Client with evidence of the conclusion of agreements to this effect with its subcontractors.

(2) The subcontractors currently working for the Contractor in accordance with Paragraph 1, can be found on the Contractor's website at www.fact-finder.com/landing-page/contract-related-documents-infinity.html. For these subcontractors, consent to act as a further processor are deemed to have been granted unless the Client objects within one month after conclusion of the contract. The Contractor shall notify the Client of any changes in a timely manner.

(3) If the Contractor later adds further processors, the Client may object within one month of the subcontractor's entry on the website referred to in Paragraph 1, if there is an important reason under data protection law for not assigning the subcontractor.

(4) A subcontractor relationship within the meaning of the above provisions does not exist if the Contractor commissions third parties with services which are to be regarded as purely ancillary services. These include, for example, postal, transport and shipping services, security and cleaning services, as well as telecommunication services without any specific reference to services provided by the Contractor to the Client.

§ 8 Requests and rights of data subjects

If a data subject asserts rights, such as the right to information, correction or deletion with regard to his or her data, the Contractor immediately forwards the request to the Client, providing that an assignment to the Client is possible according to the data subject. The Contractor is not liable if the request from the data subject is not answered by the Client, is not answered correctly or is not answered in a timely manner.

§ 9 Liability and compensation

(1) The Contractor is liable to data subjects in accordance with the provision set out in Article 82 (2) sentence 2 of the GDPR.

(2) The Contractor's liability towards the Client for breach of obligations under this Contract is governed by the provision agreed in § 17 in the Terms of Use.

(3) The Contractor is not liable vis-à-vis the Client in the internal relationship if the data processing or measure giving rise to liability was carried out on the basis of an instruction from the Client. The same applies to measures that have been previously coordinated with the Client. It is also deemed to be coordination if a provision in this agreement has been inserted at the request of the Client.

(4) If a data subject asserts a claim against the parties as joint and several debtors, each party releases the other from liability to the extent that one party proves that it is not responsible in any respect for the circumstance that caused the damage to the data subject. In all other respects, an internal settlement takes place in accordance with Art. 82 (5) GDPR.

§ 10 Termination of the contract and this agreement

(1) The term of this agreement is based on the term specified in the Terms of Use or in the order form. The mutual right to extraordinary termination of this Agreement for good cause remains unaffected. Good cause can be, in particular, that the Contractor violates a provision of the GDPR or this Agreement at least by gross negligence.

(2) After termination of the contract, this agreement remains valid for as long as the Contractor has personal data at its disposal which were provided to it by the Client or which it has collected for the

Client. After a termination of this agreement by extraordinary notice, the contract also terminates, insofar as this requires the processing of personal data.

(3) The Contractor returns to the Client after termination of the main contract or at any time upon the Client's request all documents, data and data carriers provided to it or deletes them upon the Client's request, unless there is an obligation to store the personal data under Union law or the law of the Sweden. The Contractor provides documentary evidence of the proper deletion at the request of the Client.

§ 11 Final provisions

(1) Unless otherwise provided, declarations between the parties are made in text form, whereby email is sufficient.

(2) The Agreement is governed by Swedish law.

(3) Should one of the above provisions be or become invalid or should a provision that is necessary in itself not be included, this does not affect the validity of the remaining provisions. The parties endeavor to find a mutually agreeable provision in this case.