

AGREEMENT ON PERSONAL DATA DISCLOSURE AND SAFE PROCESSING

1 PARTIES

- (A) Aimo Park Finland Oy (hereinafter referred to as “**Aimo Park**”)
- (B) Yritys (hereinafter also referred to as “**the Partner**”)

Hereinafter each party is referred to separately as “**the Party**” and together as “**the Parties**”.

2 BACKGROUND AND PURPOSE

(1) Aimo Park and the Partner have signed a separate agreement on the provision of parking services applied to certain parking areas, and the Customer acquires a Visitor parking permit/corporate permit for the said parking area from Aimo Park based on which the Customer uses the said parking area.

(2) The Parties have agreed that the Partner discloses information, including also personal data, about employees who have consented to the disclosure to Aimo Park.

(3) Aimo Park and the Partner are both independent controllers within the meaning of EU’s General Data Protection Regulation (2016/679). When the Partner discloses personal data to Aimo Park, this is a regular disclosure of personal data between the Parties. The Parties undertake to comply with the applicable and currently valid legislation concerning the processing of personal data and data protection in their operations (hereinafter referred to as “**the Data Protection Legislation**”).

(4) With this disclosure agreement (hereinafter referred to as “**the Agreement**”), the purpose of the Parties is to agree on personal data disclosures, terms and conditions of the disclosure as well as rights and obligations of the Parties. At the same time, the purpose of the Parties is to ensure that the Data Protection Legislation is complied with when disclosing and processing personal data.

3 DEFINITIONS

The terms used in this Agreement, such as “personal data”, “data subject”, “controller”, “processing” and “personal data breach” have the meaning laid down in the currently applied Data Protection Legislation.

4 DISCLOSED PERSONAL DATA

The object of the Agreement is the information disclosed from the Partner's personal data register required in order to organize and manage the parking service. The following data is included in this limited purpose of use:

- (i) The entire name of the person;
- (ii) The email address of the person;
- (iii) The registration number of the vehicle used by the person;
- (iv) The address of the person which is used to authenticate the purchase of the permit, for example, in visitor parking.

5 RIGHTS AND OBLIGATIONS OF THE PARTIES

(1) The Parties act as independent controllers in terms of the personal data possessed by them. Each Party has an independent right and obligation to define the purposes and means of the processing of personal data possessed by them within the limits set by the Data Protection Legislation and possible other applicable legislation. Each Party is independently responsible for the controller obligations in terms of the personal data processed by them. In addition, each Party is independently and separately responsible for the rights of the data subjects in terms of the personal data processed by them.

(2) The Parties must process personal data with due care and in accordance with the currently valid Data Protection Legislation, orders and instructions of the authorities, good data processing practice and high professional standards.

(3) The Parties undertake to implement sufficient technical and organizational measures to safeguard personal data.

(4) The Party disclosing personal data is responsible for ensuring that it has the right to disclose personal data to the other Party in accordance with the Data Protection Legislation.

(5) The Party disclosing personal data is responsible for ensuring that the data subjects are appropriately informed of the disclosure of personal data so that data subjects registered in the personal data register of the disclosing Party are aware of such disclosures.

(6) The Party disclosing personal data is responsible for ensuring that the personal data disclosed to the receiving Party are up to date, accurate and correct and that the disclosed personal data have been technically protected in an appropriate manner during the transfer.

(7) The Party receiving the personal data is responsible for ensuring that it has appropriate ground(s) for the processing of the received personal data and that it only processes the personal data in accordance with its grounds for the processing, in previously announced ways and for previously announced purposes. The Party receiving the personal data is responsible for informing the data subjects for its own part.

(8) Both Parties are responsible for the requests sent to a Party by data subjects or concerned authorities. If such a personal data request concerns in some way the other Party, this must be reported to the other Party without undue delay, unless this notifying is prohibited by law or authorities' orders. If the request submitted by a data subject or the authorities concerns both Parties, the Parties must cooperate in investigating the matter.

(9) The Parties undertake, as controllers, to ensure that they comply with the Data Protection Legislation requirements when processing personal data and that they use their best endeavours to avoid all kinds of personal data breaches. If personal data is, however, processed incorrectly, the Party whose processing has breached the rights of the data subjects is solely responsible for informing the authorities of the breach as well as for the damage and losses, sanctions and costs. Therefore, the other Party is not liable to compensate any damage or losses caused by a personal data breach attributable to the Party breaching the Data Protection Legislation provisions.

(10) The Parties must document all personal data breaches and related matters, impacts and implemented corrective measures.

(11) If the personal data breach mentioned in section 5(9) above concerns also the other Party, the personal data breach and its details must be reported to the other Party without undue delay.

(12) If a concerned authority or either one of the Parties later deemed that the Party receiving the personal data should be defined as a controller in the relationship between the Parties, the Parties undertake to comply with the Data Protection Legislation requirements and sign a data processing agreement with the required content.

6 RESPONSIBILITY FOR THE PROCESSING OF DATA AND LIABILITY FOR DAMAGES

(1) The Parties are independently responsible for complying with this Agreement and the Data Protection Legislation. If a claim based on the other Party breaching its obligations laid down in this Agreement or the Data Protection Legislation is presented against one of the Parties, the Party committing the breach must compensate the other Party for direct loss caused to the other Party (including damages and reasonable legal expenses) in full.

(2) Unless otherwise stated in the Agreement, neither Party is responsible for any indirect loss caused to the other Party as a result of the Agreement or activities under the Agreement or any negligence.

7 VALIDITY OF THE AGREEMENT

(1) This Agreement is valid until further notice starting from the signing of the Agreement.

(2) Both Parties have the right to terminate this Agreement with a period of notice of three (3) months. The Agreement must be terminated by informing the other Party in writing of the termination.

(3) Both Parties act as controllers and the Parties have, as controllers, independent rights and obligations in terms of their own personal data registers. Termination of the Agreement does not create a data return or deletion obligation in relation to the other Party.

8 OTHER TERMS AND CONDITIONS

(1) This Agreement includes everything that the Parties have agreed on the matter and take priority in relation to all the previous agreements, commitments and other declarations of intent concerning the object of this Agreement which have not been expressly included or incorporated in this Agreement.

(2) All amendments to this Agreement must be made in writing. In order for the amendments to be valid, authorized representatives of both Parties must sign them.

9 APPLICABLE LAW AND DISPUTE RESOLUTION

(1) This Agreement is governed by Finnish law, with the exception of the conflict rule.

(2) Disagreements, disputes or requirements caused by or related to this Agreement shall be primarily resolved by negotiations between the Parties. If a mutually satisfactory solution is not reached through negotiations, the disputes are finally resolved through arbitration by one (1) arbitrator who is appointed by the Finland Chamber of Commerce in accordance with the Arbitration Institute of the Finland Chamber of Commerce rules. The place of arbitration shall be Helsinki and the language shall be Finnish.