

This Data Protection Appendix (this "Appendix") is executed between Sanoma Corporation on the behalf of itself and any or all its affiliates ("Sanoma") and [name] ("Supplier"), together the "Parties". This Appendix is a stand-alone agreement between the Parties and is applied to the extent that the Supplier as a Processor of Personal Data Processes Personal Data on behalf of Sanoma. In the event of any conflict or inconsistency between the Appendix and the existing agreement between the Parties, the Appendix shall prevail.

The Parties agree that with regard to the Processing of Personal Data under this Appendix, Sanoma is

- a) a Controller and the Supplier is a Processor; or
- b) when Sanoma is Processing Personal Data on behalf of another Controller, Sanoma is a Processor and Supplier is Sanoma's sub-Processor.

Capitalised terms shall have the meanings set out in Annex 2 hereto.

1. PROCESSING OF PERSONAL DATA

1.1. Sanoma's obligations

Sanoma is responsible for compliance with its obligations as stipulated in the Laws.

1.2. Supplier's obligations

The Supplier shall without additional charge payable by Sanoma comply with

- (i) the Laws; and
- (ii) written instructions of Sanoma or Supervisory Authority. In cases where the Supplier considers that Sanoma's instructions are in conflict with the Laws, it shall immediately notify Sanoma;

at Sanoma's reasonable request the Supplier shall assist Sanoma

- (iii) with conducting impact assessments for the Processing;
- (iv) when the impact assessment indicates a high risk, with consulting the Supervisory Authority prior to Processing; and
- (v) in compliance with the Laws as required for the purposes of this Appendix.

The Supplier shall not

- (vi) use or Process Personal Data or data derived from it for its own purposes or for any other purpose (except to the extent required by applicable legislation);
- (vii) have any rights to Personal Data; and
- (viii) during or after the term of the Services, disclose or transfer, or enable access to or Processing of, Personal Data to or by any Third Party.

1.3. Use of subcontractors by the Supplier

Sanoma has approved the list of Suppliers subcontractors. The list is in Annex 1 part 6. The Supplier may engage subcontractors that Process Personal Data only with Sanoma's prior written approval and provided that

- (i) such engagement will be under a written contract; and
- (ii) the contract will require the subcontractor to comply at the minimum level with the same obligations applicable to the Supplier under this Appendix.

The Supplier shall always remain fully liable for the acts and omissions of its subcontractors.

1.4. Data deletion

Upon termination or expiry of the Services, the Supplier shall

- (i) return to Sanoma all Sanoma's data;
- (ii) destroy any Personal Data from all computer hardware (including storage media), software, and databases used by the Supplier to Process the Personal Data; and
- (iii) confirm in writing that this has been done.

1.5. Data disclosures

Unless such notification is prohibited by applicable law, the Supplier shall immediately notify Sanoma of any requests from governmental authorities regarding access to Sanoma's Personal Data, and not respond to such a request without Sanoma's prior written approval.

2. INTERNATIONAL TRANSFER OF PERSONAL DATA

The Supplier shall not transfer or Process Personal Data in a non-EEA country unless

- (i) Sanoma has provided a prior written consent to such transfer. Transfers disclosed in Annex 1, part 6 are considered to have been approved by Sanoma; and
- (ii) The Laws and other legal requirements regarding the Processing of Personal Data outside the EU/EEA countries are complied with.

If required by the Laws, the Supplier shall (and shall procure that any subcontractors shall) enter into the appropriate Model Clauses. The Supplier shall cooperate with Sanoma in good faith to promptly terminate the transfer of Personal Data or to pursue a suitable alternate mechanism that can lawfully support the transfer, in case the statutory mechanism under this Appendix is modified, revoked, or held in a court of competent jurisdiction to be invalid.

Sanoma hereby grants a power of attorney to execute the Model Clauses with those subcontractors that can either

- (iii) Remotely access Personal Data hosted in a data center in the EEA from a non-EEA country; or
- (iv) Transfer to, or Process data hosted in a non-EEA country.

3. DATA SECURITY AND SAFEGUARDS

The Supplier shall

- (i) implement and maintain appropriate organizational, operational, managerial, physical and technical measures to protect the Personal Data and any other Sanoma's data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access, especially where the Processing involves the transmission of data over a network;
- (ii) assess the measures necessary to ensure a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (iii) ensure that technical measures comply with industry standards and best practices such as ISO 27001/27002 (or equivalent, such as SSAE-16(2));
- (iv) limit access to the Personal Data to authorized and properly trained personnel with a well-defined “need-to-know” basis, and who are bound by appropriate confidentiality obligations;
- (v) ensure by technical and organizational means that Personal Data is not Processed for different purposes (e.g. for the Supplier’s other customers’ purposes);
- (vi) ensure that the Personal Data is Processed separately from the data of other Supplier’s customers; and
- (vii) take all necessary precautions in performing the Services to prevent: loss and alteration of any data, unauthorized access to Sanoma’s IT environment, introduction of viruses to Sanoma’s systems, improper access to Sanoma’s IT environment and confidential information of Sanoma.

4. SELF-ASSESSMENTS AND AUDITS

On an annual basis Sanoma may request a review of the Supplier’s security documentation and/or a written self-assessment report on the Supplier’s compliance with this Appendix.

In addition Sanoma (or an independent Third Party appointed by Sanoma) may conduct an audit on the Processing by the Supplier according to audit plan upon twelve (12) business days’ prior written notice. Sanoma may also request Supplier to audit Supplier’s subcontractors respectively. If such audit reveals that the Services are in not in compliance with this Appendix, the Supplier shall, at its sole expense take all necessary corrective measures. Sanoma may verify the compliance by another audit at any time after the implementation of such corrective measures.

Sanoma shall bear the costs for the audits. However, if the audit reveals any violation or breach of this Appendix by the Supplier, the Supplier shall without delay remedy the breach and reimburse Sanoma for the costs arising from the audit.

5. HANDLING OF PERSONAL DATA BREACHES

In the event of a Personal Data Breach or any other threatening enforcement proceeding against the Supplier pertaining to the Processing of Personal Data, the Supplier shall

- (i) provide Sanoma with an accurate written notice at (cert@sanoma.com) promptly and where a Personal Data Breach is likely to require a notification to the Supervisory Authority in no event later than within twenty-four (24) hours upon becoming aware of the Personal Data Breach;
- (ii) work with Sanoma’s prior approval for quickly resolving the issue, and preventing further losses;
- (iii) provide Sanoma with the information required for any notices to a Supervisory Authority as mandated by the Laws or if agreed with Sanoma, provide such notice to the Supervisory Authority directly on behalf of Sanoma; and
- (iv) upon Sanoma’s prior request, provide any appropriate remedial services to the individuals.

Breach by the Supplier (or its subcontractors, as the case may be) of its obligations under this Appendix will be deemed as a material breach.

6. RIGHTS OF THE DATA SUBJECTS

If requested by Sanoma and to the extent necessary for the Supplier to support Sanoma in its compliance with the Laws, the Supplier shall at reasonable cost based on actual, delivered work promptly:

- (i) provide Sanoma with
 - a) a copy of individuals' Personal Data in tangible and/or machine readable form
 - b) such information and cooperation as Sanoma may reasonably request in order to fulfil the Data subjects' rights, including any services or information given directly by the Supplier to the individual whose Personal Data is being Processed; and
- (ii) correct, block or delete individuals' Personal Data.

7. INDEMNIFICATION

The Supplier hereby agrees to indemnify, defend and hold Sanoma harmless from and against all damage, loss, liability, expense (including, without limitation, reasonable expenses of investigation and fees of consultants, auditors and attorneys) or any lack of funds, assets or rights arising out of or resulting from Supplier's failure to protect Personal Data against a Personal Data Breach or to comply with any of its obligations under this Appendix.

In the event of any Third Party Claim, the Supplier shall give a written notice to Sanoma. Such written notice shall be given within thirty (30) days from the date from which the Supplier became aware of the Third Party Claim. In respect of any such Third Party Claim the Supplier shall:

- (i) not make any admission of liability, agreement, settlement or compromise in relation thereto without obtaining the prior written consent of Sanoma;
- (ii) take such action as Sanoma may request, at Supplier's cost and expense, to avoid, defend or appeal such Third Party Claim; or
- (iii) alternatively permit Sanoma to take or conduct any such action itself in the manner Sanoma deems appropriate, in which event the Supplier shall ensure that Sanoma is given all authorizations and all assistance necessary (including access to relevant information) to enable Sanoma to defend any Third Party Claim and to properly conduct any litigation resulting therefrom. Sanoma shall reimburse the Supplier for any reasonable out-of-pocket expenses incurred by the Supplier in connection therewith.

8. TERM AND TERMINATION

This Appendix shall come into effect on the date of acceptance/signature by Supplier.

As a stand-alone agreement, this Appendix shall remain in full force as long as Personal Data is Processed by the Supplier on behalf of Sanoma. Obligations which by their nature should survive the termination or expiration of the Appendix, shall so survive.

9. GOVERNING LAW

This Appendix is governed by the laws of Finland. Any disputes arising from or in connection with this Appendix shall be brought exclusively before the Helsinki district court.

SIGNATURES

Signed on behalf of the Supplier on _____ (date)

Name:

Title:

Annex 1: Instructions for Processing Personal Data

This Annex includes Sanoma's instructions provided to the Supplier for the purposes of Processing Personal Data. The instructions will be provided and/or up-dated during the term of Agreement on the basis of the Services at hand.

<p>1. Data Controller (Sanoma) / Data Processor (Sanoma).</p>	<p>Controller: Sanoma collects and Processes Personal Data of consumers, customers, employees, and B2B contacts for the purposes of its operations.</p> <p>Processor: Sanoma collects and Processes Personal Data on behalf of a Controller for the purposes set out in the agreement between Sanoma and the Controller.</p>
<p>2. Data (sub-)Processor: The Supplier is (please specify briefly the Processing activities and operations relevant to your Processing):</p>	
<p>3. Data subjects: The Personal Data transferred concern the following categories of data subjects (please specify):</p>	
<p>4. Categories of data: The Personal Data Processed concern the following categories of data (please specify):</p>	
<p>5. Special categories of data: The Personal Data Processed concern the following special categories of data (please specify):</p>	
<p>6. Approved subcontractors: The Personal Data will be Processed by the following parties (please specify):</p>	
<p>7. Countries/locations data will be exported to: The Personal Data will be Processed (remotely accessed or hosted) in following countries/locations (please specify):</p>	
<p>8. Other instructions: Other instructions regarding Processing: (Please add reference to, or list, instructions received from Sanoma, for example regarding agreed practices on storage, transfer, deletion, encryption or pseudonymization of data) Further instructions on Processing may also be communicated by email.</p>	

Annex 2: Definitions

“Controller”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Data subject”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Third Party”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Laws”	applicable laws relating to data protection, privacy and security, including without limitation EU Directive 95/46/EC EU and Directive 2002/58/EC (collectively the “EU Directives”) and any amendments, replacements or renewals thereof, including but not limited to EU General Data Protection Regulation 2016/679, as well as all binding national laws implementing the EU Directives and other applicable binding data protection, privacy or data security directives, laws, regulations and rulings when Processing Personal Data under the provision of Services
“Model Clauses”	the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of Personal Data to Processors established in third countries under the EU Directives and any amendment, replacement or renewal thereof by the European Commission. The unchanged version of the Model Clauses shall be deemed incorporated by reference hereto as Appendix 1 B, and shall apply if the Supplier or its subcontractor can either (a) remotely access Personal Data hosted in a data center in the EEA from a non-EEA country, or (b) transfer to, or Process data hosted in, a non-EEA country.
“Personal Data”	any information as defined in Article 4 of the EU General Data Protection Regulation (2016/679), relating to a Data subject which is sent to the Supplier, is accessed by the Supplier or is otherwise Processed by the Supplier on Sanoma’s behalf in relation to the Services
“Personal Data Breach”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Processing”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Processor”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Services”	the provision of the services by the Supplier to Sanoma.
“Supervisory Authority”	As defined in Article 4 of the EU General Data Protection Regulation (2016/679)
“Technical and organizational security measures”	measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing
“Third Party Claim”	any claim, action or proceeding by a Third Party, Data subject or Supervisory Authority against the Supplier concerning the infringement of Laws relating to Sanoma employees (current and former), job applicants, external workforce or customers (prospective, current and former)