

Appendix A - DATA PROCESSING AGREEMENT

Parties

This Data Processing Agreement ("**DPA**") has been entered into between:

Lime Sportadmin Netherlands B.V., Reg. No. [04070020], [Winkler Prinsstraat 13, 9403AZ Assen] ("**SportAdmin**"), and [**Association**] (the "**Customer**").

This DPA constitutes an integrated appendix to the customer agreement/order form entered into between SportAdmin and the Customer (the "**Agreement**"). The purpose of this DPA is to regulate the Parties' arrangement regarding the Processing of Personal Data in accordance with Applicable Data Protection Legislation. Capitalised terms shall have the meaning assigned to them in the Agreement or in this DPA, as applicable.

When providing the Services to the Customer under the Agreement, SportAdmin may Process Personal Data on behalf of the Customer, which the Parties agree shall be regulated by this DPA. SportAdmin shall hereinafter act as the **Processor**, and the Customer shall act as the **Controller**. Each may also be referred to as a "**Party**" and jointly as the "**Parties**".

1. Definitions

In addition to the terms defined elsewhere in this DPA, the following terms shall have the meaning set out below:

1.1 **Processing (of Personal Data)**: Any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.2 **Sensitive Personal Data**: Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, data concerning whether a person is suspected, prosecuted, or convicted of a crime, health data, genetic data, biometric data processed for the purpose of uniquely identifying an individual, a person's sexual life or sexual orientation, or other sensitive data.

1.3 **Personal Data**: Any information relating to an identified or identifiable natural person (the "Data Subject").

1.4 **Controller:** 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.

1.5 **Processor:** A natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Controller.

1.6 **Data Subject:** An identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or one or more factors specific to the identity of that person.

1.7 **Applicable Data Protection Legislation:** Regulation (EU) 2016/679, the General Data Protection Regulation ("**GDPR**"), and all national legislation implementing or supplementing the GDPR, applicable to the Processing of Personal Data under this DPA.

1.8 **Third Country:** A country outside the EU/EEA.

2. Processing of Personal Data

2.1 The Processor shall Process Personal Data only in accordance with this DPA and the documented instructions from the Controller, unless the Processor is required under EU law or the national laws of an EU Member State to Process the Personal Data.

2.2 The Controller shall provide written instructions to the Processor on how the Processing shall be carried out.

2.3 The Processor shall Process Personal Data for the duration of the Agreement and for a limited period thereafter (see Section 11). **Appendix 1A** contains detailed information regarding the Processing, including (i) categories of Personal Data, (ii) categories of Data Subjects, (iii) nature and purpose of the Processing, (iv) location of the Processing, and (v) duration of the Processing.

2.4 This DPA does not apply to Personal Data transferred from the Service to Third-Party Software (as defined in the Agreement), as such Processing is governed by the Controller's separate agreement with the relevant third-party vendor.

3. Obligations of the Processor

3.1 The Processor shall Process Personal Data only in accordance with this DPA and the Controller's instructions. For clarity, the Processor may Process Personal Data when required to

do so under applicable law. The Processor shall inform the Controller of such legal requirements unless prohibited from doing so due to an important public interest. The Processor shall comply with Applicable Data Protection Legislation.

3.2 The Processor shall ensure that all individuals acting under its authority who have access to Personal Data comply with this DPA and the Controller's instructions.

3.3 The Processor and its personnel shall maintain confidentiality regarding all Personal Data accessed under this DPA. This obligation continues after the termination of the DPA.

3.4 The Processor shall implement the security measures required under Article 32 of the GDPR.

3.5 The Processor shall assist the Controller, through appropriate technical and organisational measures, to fulfil the Controller's obligations towards Data Subjects, to the extent possible.

3.6 Upon request, the Processor shall assist the Controller in fulfilling its obligations under Articles 32–36 GDPR, taking into account the nature of the Processing and the information available to the Processor.

3.7 The Processor shall immediately inform the Controller if it believes that an instruction violates Applicable Data Protection Legislation. The Processor shall not execute such instruction until the Controller confirms that it is lawful.

4. Obligations of the Controller

4.1 The Controller shall ensure that its own Processing of Personal Data via the Services complies with Applicable Data Protection Legislation. The Controller is responsible for ensuring valid legal grounds for the Processing and for providing correct instructions enabling the Processor and its sub-processors to fulfil their obligations under this DPA.

4.2 The Controller is authorised to Process and disclose to the Processor (including to its sub-processors) the Personal Data covered by the Agreement.

4.3 The Controller is solely responsible for the accuracy, integrity, content, reliability, and legality of the Personal Data it provides to the Processor. The Processor is not responsible for consequences caused by inaccurate Personal Data received from the Controller.

4.4 The Controller is responsible for providing Data Subjects with legally required information on the Processing of Personal Data and the transfer to the Processor.

4.5 The Controller will provide certain types of Sensitive Personal Data to the Processor when necessary for the Processor to provide the Services (e.g. information about disabilities or allergies). The Parties agree that the Controller shall not provide Sensitive Personal Data except where explicitly required for the Services and reflected in the Agreement. The Controller shall not enter Sensitive Personal Data in free-text fields unless explicitly agreed in writing.

4.6 The Controller shall promptly inform the Processor of any changes to its contact person or contact details under the Agreement.

5. Security Measures

The Processor shall implement appropriate technical and organisational security measures as required under Applicable Data Protection Legislation to ensure a level of security appropriate to the risk (including Article 32 GDPR). These measures are described in **Annex B**. The Processor shall review and update the measures as necessary.

6. Audit and Supervision

6.1 The Processor shall provide the Controller with all information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits, including inspections, carried out by the Controller or a third party appointed by the Controller.

6.2 The Controller may audit the Processor's compliance once (1) per year unless more frequent audits are required by Applicable Data Protection Legislation.

6.3 The Controller shall submit a detailed audit plan at least four weeks in advance. If the audit involves a third party, this must generally be agreed with the Processor. Where the Processing environment contains Personal Data of other controllers, the Processor may require that the audit be carried out by a reputable audit firm selected by the Processor.

6.4 If the requested audit is already covered by an ISAE 3402, ISO, or similar third-party audit report from the last twelve months, and the Processor confirms that no material changes have been made, the Controller shall accept such report instead of a new audit.

6.5 Audits shall be carried out during normal business hours and may not unreasonably disrupt the Processor's operations.

6.6 The Controller shall bear all costs related to the audit and the Processor's assistance.

6.7 The Processor shall allow supervisory authorities access as required under applicable law and cooperate with such authorities.

7. Assistance to the Controller

7.1 Taking into account the nature of the Processing, the Processor shall—where possible—assist the Controller in responding to Data Subjects' requests to exercise their rights.

7.2 The Processor shall notify the Controller of requests from Data Subjects or authorities, unless the Controller has authorised the Processor to respond directly.

7.3 The Processor may be prohibited from notifying the Controller due to confidentiality obligations in criminal investigations.

7.4 The Processor shall assist the Controller with obligations under Applicable Data Protection Legislation, including incident reporting, Data Subject communication, DPIAs, and prior consultations.

7.5 The Processor shall notify the Controller without undue delay and in writing upon becoming aware of a personal data breach. The Processor may provide information in stages if not immediately available.

7.6 The Processor may charge the Controller for reasonable costs incurred when assisting with GDPR obligations, except for obligations under Section 7.5 where the incident is not caused by the Controller.

8. Use of Sub-processors

8.1 The Controller hereby grants a general written authorisation for the Processor to engage sub-processors.

8.2 The Processor shall ensure that all sub-processors are bound by written agreements with obligations at least equivalent to those in this DPA.

8.3 The Processor remains fully liable for the performance of its sub-processors.

8.4 The Processor shall make available an updated list of sub-processors on its website:

<https://www.sportadmin.se/underbitraden/>

8.5 The Processor shall notify the Controller of planned changes to sub-processors. The Controller may object within ten (10) days. If necessary to continue providing the Services, the Processor may urgently appoint a sub-processor without waiting for the objection period.

8.6 If the Controller objects, the Processor may implement corrective measures. If no such measures are possible within thirty (30) days, the Processor may terminate this DPA and, if necessary, the Agreement.

9. Transfer of Personal Data to Third Countries

9.1 The Processor and its sub-processors may transfer Personal Data to a Third Country when necessary for delivery of the Services and provided that such transfer complies with Chapter V GDPR.

9.2 When using Standard Contractual Clauses ("SCCs"), the Processor or sub-processor may determine which version and modules apply.

9.3 The Processor shall conduct a Transfer Impact Assessment (TIA) and implement supplementary measures where needed to ensure an essentially equivalent level of protection.

9.4 Upon reasonable request, the Processor shall provide the Controller with information on the TIA. If the Parties cannot agree on risk mitigation within thirty (30) days, the Processor may terminate this DPA and, if necessary, the Agreement.

9.5 If the legal mechanism for transfer becomes invalid, the Processor shall ensure that all Processing in Third Countries is moved to a valid transfer mechanism.

10. Term

10.1 This DPA applies for as long as the Processor Processes Personal Data on behalf of the Controller.

10.2 The DPA automatically terminates upon termination of the Agreement.

11. Measures Upon Termination

11.1 Upon termination, the Processor shall, at the Controller's written request, delete or return all Personal Data Processed on behalf of the Controller, unless retention is required by law.

11.2 If the Controller does not provide instructions within thirty (30) days, the Processor may return and/or delete the Personal Data.

12. Confidentiality

The Processor shall not disclose Personal Data or information obtained under this DPA to third parties, except where required by law. The confidentiality obligations in the Agreement also apply.

13. Amendments

13.1 Amendments may be made due to legislative changes, security requirements, or operational needs. Amendments shall be notified by email. Unless objected to within thirty (30) days, the amendment is deemed accepted.

13.2 If any provision of this DPA is found invalid or unenforceable, the remaining provisions remain in force, and the Parties shall replace the invalid clause with a lawful one reflecting its original purpose.

14. Liability

14.1 Compensation to Data Subjects arising from breaches shall follow Article 82 GDPR.

14.2 Administrative fines under Article 83 GDPR shall be borne by the Party to whom the fine is addressed.

14.3 The contractual liability terms in the Agreement apply also to this DPA.

14.4 If a Party becomes aware of circumstances that may cause damage to the other Party, it shall immediately inform the other Party and mitigate the damage.

15. Governing Law and Dispute Resolution

15.1 This DPA shall be governed by the choice-of-law provisions in the Agreement.

15.2 Disputes arising from this DPA shall be resolved in accordance with the dispute resolution provisions of the Agreement.

Appendix 1A – Instructions for the Processing of Personal Data

Categories of Personal Data	<p>The Controller enters the Personal Data into the service provided by the Processor under the Agreement. The Personal Data entered into the service is entirely at the discretion of the Controller and may, for example, include the following categories of Personal Data:</p> <ul style="list-style-type: none">– Name– Telephone number– Email address– Address– IP address– Personal identification number– Date of birth– Legal gender– Information regarding the existence of a disability– Information regarding allergies
Categories of Registered	<p>The Controller enters the Personal Data into the service provided by the Processor under the Agreement. The Personal Data entered into the service is entirely at the discretion of the Controller and may, for example, relate to the following categories of Data Subjects:</p> <ul style="list-style-type: none">– The Controller's employees– Individuals engaged on a voluntary basis (e.g., board members and officials)– Members– Coaches and leaders– Guardians or other contact persons of the Controller's members

	<ul style="list-style-type: none"> – Individuals purchasing or seeking products and services (including memberships) from the Controller – Website visitors
Nature and purpose of the Processing	<p>The Processing of Personal Data is carried out for the purpose of providing the Processor's services as set out in the Agreement, i.e., primarily the provision of digital communication services in the form of a web-based administration tool, mobile application, and membership management system for sports clubs and other organisations. The Personal Data may not be processed or used by the Processor for its own purposes or for any other purposes.</p> <p>The Processor may carry out such types of Personal Data Processing as are necessary for the provision of the Services under the Agreement, for example, storing the Personal Data entered by the Controller into the administration tool and/or mobile application, as well as managing the membership register.</p>
Location of the Processing	<p>The Processor processes the Personal Data within the EU/EEA.</p> <p>For sub-processors' processing locations, see the sub-processor list.</p>
Duration of the Processing	<p>The Processing of Personal Data will take place during the term of the Agreement and for a limited period thereafter in accordance with the DPA. Following this period, the Personal Data will be deleted or returned by the Processor to the Controller, in accordance with the provisions of the Agreement and the DPA.</p> <p>Personal Data will also be deleted by the Processor on a case-by-case basis in accordance with the Controller's written instructions.</p>