



## **DATA PROTECTION INSTRUCTIONS OF MOVERE OY**

### **1. Purpose**

The purpose of this document is to describe the instructions provided by Movere Oy (hereinafter the “**Client**”) to its cooperation partners (hereinafter the “**Supplier**”) concerning the processing of personal data.

### **2. The subject matter of processing**

The personal data included in the personal data files of Movere Oy and Movere Oy’s clients.

### **3. Nature and purpose of processing**

Each party shall be liable for complying with the valid, applicable data protection legislation for their own part.

The Client authorises the Supplier to process personal data to the extent required for the provision of the service. The Supplier may process personal data on behalf of the Client in order to provide and invoice the services, ensure data security, detect technical faults and optimise the services, as well as for other legal, justified and acceptable purposes in accordance with the valid legislation.

The Client shall be liable for the purpose of its personal data in accordance with the legislation valid at that time as well as for the collection and existence of any users’ consents required by the processing and disclosure of personal data.

The requirements of the legislation valid at that time shall always be complied with in disclosing data and in related procedures. The Supplier agrees to only use the data received from the Client for the purpose and to the extent allowed for the processor of personal data by law or agreement.

### **4. Termination of processing**

Personal data shall be processed for the duration of the agreement unless otherwise stipulated by legislation.

After the termination of the processing, the Supplier shall erase the personal data disclosed by the Client unless there is a requirement to store the data under legislation. The Supplier shall be obligated to erase the data of specified individuals upon a separate request from the Client.

## **5. Data security**

The Supplier shall implement the agreed technical and organisational measures to secure the personal data.

The measures should guarantee an appropriate level of security, taking into consideration the available technical possibilities, the implementation costs of the measures, the nature, scope, context and purposes, as well as the particular risks related to the processing.

The Supplier shall, through necessary agreements related to data security and secrecy, ensure that the persons authorised to process the personal data have committed themselves to the obligation of secrecy.

As the Supplier processes personal data on behalf of or obligated by the Client, the Supplier shall help the Client ensure that the obligations concerning the secure processing of personal data, stipulated in Articles 32–36 of the General Data Protection Regulation of the EU, are complied with, taking into consideration the nature of the processing and the data available to the Supplier.

The Supplier shall, without undue delay, notify the Client of any detected personal data breaches or attempted breaches.

## **6. Transfer of data to subcontractors or third parties**

Personal data may be transferred and disclosed to the Supplier's subcontractors if necessary in order to provide the service. Data can only be transferred and disclosed outside the EU and the EEA with prior, written consent from the Client. In other cases, the Supplier shall not disclose personal or identification data to third parties without prior consent of the Client unless the Supplier is obligated under law to disclose the data.

## **7. Information requests**

As the processor of personal data, the Supplier shall direct any personal data requests from a data subject, Data Protection Ombudsman or corresponding authority or third party to the Client. In addition, the Supplier shall direct any rectification, erasure, disclosure and prohibition requests to the Client and, where possible, help the Client to respond to the requests with reasonable technical measures.