

Quatr Data Processing Addendum

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1.0

Quatr provides a digital platform which gives easy access to first-party investor relations information from public companies (the “**Service**”). The Service is provided through our software tools (the “**Software Tools**”), including our mobile app (the “**App**”) and our web app for professionals (the “**Web App**”). The Service allows users to upload, register and store certain content in the Service (“**User Content**”).

To the extent User Content includes personal data under the GDPR, we will process such personal data as a processor on behalf of the Subscriber. Accordingly, this data processing addendum (“**DPA**”) applies to and governs our processing of personal data in User Content on behalf of the Subscriber. This DPA forms an integral part of our Terms and Service for Businesses (the “**Terms of Service**”).

1. INTRODUCTION

1.1. Role of the Parties

Quatr AB (“**Quatr**”, “**we**”, “**us**” or “**our**”), will process personal data on behalf of the Subscriber as a processor in relation to processing of personal data in User Content in accordance with the Instruction included in Schedule 1.

1.2. Model Clauses

It is recognized that the EU Commission has adopted Model Clauses between controllers and processors under Article 28.7 of the GDPR. The Parties agree that the Model Clauses shall apply to our processing of personal data on behalf of the Subscriber with the additions below and what is outlined in Schedule 2. As such, the Subscriber is the “controller”, and we are the “processor” under the Model Clauses. In addition, any references to Regulation (EU) 2018/1725 in the Model Clauses shall be removed.

1.3. Definitions

Lower case terms used, but not defined, in this DPA, such as “controller”, “processor”, “personal data”, “processing” and “personal data” shall have the same meaning as in Article 4 of the GDPR. Capitalized terms used, but not defined in this DPA, shall have the same meaning as in our Terms of Service. Additional definitions used in this DPA are outlined below.

1.4. Priority

In the event of any conflict or inconsistency between this DPA and the Terms of Service (including any applicable Order Form(s)), the terms of this DPA shall prevail and in the event of any conflict or inconsistency between the provisions in this DPA and the Model Clauses, the Model Clauses shall apply in accordance with Clause 4 of the Model Clauses.

1.5. Docking Clause

It is agreed that the docking clause in Clause 5 of the Model Clauses shall not apply.

2. OBLIGATIONS OF THE PARTIES

2.1. Instructions

We shall only process personal data on behalf of the Subscriber in accordance with any Instructions by the Subscriber and Applicable Data Protection Laws. The Subscriber's Instructions with respect to the processing of personal data covered by this DPA is included in Schedule 1.

Any such further Instruction with respect to the processing of personal data shall be provided to us in accordance with the provision on notices below. If the Subscriber issues new Instructions which are over and beyond what Applicable Data Protection Laws require or which is not supported by the Service, we are, if the Subscriber maintains the Instruction, entitled to reasonable compensation for the cost that the new Instruction implies or otherwise according to a separate agreement between the parties.

2.2. Documentation and Compliance

Any request for an audit or inspection by the Subscriber under Clause 7.6 of the Model Clauses shall be sent in accordance with the provision on notices below.

The Subscriber shall give us reasonable notice of at least one (1) month prior to exercising its audit rights in order to allow the parties to plan the audit or inspection.

For the avoidance of doubt, any inspection or audit shall only comprise such information that is necessary in order for the Subscriber to determine whether we have fulfilled our obligations under this DPA and Applicable Data Protection Laws and shall not comprise any other information which is irrelevant to our processing of personal data on behalf of the Subscriber under this DPA. Each party shall bear its own costs in relation to any audit.

Should an audit or inspection show that we have not fulfilled our obligations under this DPA or Applicable Data Protection Laws, we shall remedy such issue without undue delay at our own cost.

2.3. Use of Sub-processors

The Subscriber hereby gives us a general written authorization to engage the sub-processors outlined in our sub-processor list available on the Website.

Any intended changes of that list through the addition or replacement of a sub-processor shall be notified to the Subscriber within the time frame stated in Clause 7.7 of the Model Clauses by e-mail to the Subscriber's designated contact person. The list and any notification of an intended change of the list shall include at least the following information in relation to each sub-processor:

- (i) the identity of the sub-processor (including full legal name, corporate registration number and address);

- (ii) the type(s) of service(s) provided by the sub-processor;
- (iii) the location where the sub-processor will process personal data on behalf of the Subscriber; and
- (iv) information on the measures (or where information on such measures may be found) that the sub-processor has taken to protect the personal data.

Any objection of the Subscriber with respect to the addition or replacement of a sub-processor shall be made within thirty (30) days from the date the Subscriber received our notification of the intended change and shall be sent in accordance with the provision on notices below.

If the Subscriber objects to the change the parties shall seek to agree on a solution which is acceptable to both parties. If the parties do not agree on a solution within thirty (30) days following the Subscriber's written objection, or at such later time (which the parties have agreed on in writing) and it is not possible for us to provide the Service without the sub-processor, the Subscriber shall have a right to terminate the Terms of Service in advance to end following the thirty (30) days' period calculated from the Subscriber's written objection.

Any request for a copy of a sub-processing agreement that we have entered into with a sub-processor engaged to process personal data on behalf of the Subscriber under this DPA shall be sent in accordance with the provision on notices below.

2.4. International Transfers

Subject to Clause 7.8 of the Model Clauses, the Subscriber accepts that we transfer personal data to sub-processors in third countries outside the EU/EEA which are necessary to provide the Service.

2.5. Assistance to the Controller

Any notifications to the Subscriber regarding requests we have received from any data subject regarding the processing of personal data carried out on behalf of the Subscriber under this DPA shall be sent by e-mail to the Subscriber's designated contact person.

Moreover, any request for assistance under Clause 8 of the Model Clauses shall be sent in accordance with the provision on notices below. We shall have a right to reasonable compensation for any assistance provided to the Subscriber under Clause 8 of the Model Clauses or otherwise as according to a separate agreement between the parties.

2.6. Notification of Personal Data Breach

Notification of a personal data breach under Clause 9 of the Model Clauses shall be sent by e-mail to the Subscriber's designated contact person. Without prejudice to the notification obligation under Clause 9 of the Model Clauses, we shall immediately after becoming aware of a personal data breach which concerns personal data processed on behalf of the Subscriber:

- (i) commence an investigation of the personal data breach in order to determine the scope, nature and the likely consequences of the personal data breach;

- (ii) take appropriate remedial measures in order to mitigate the possible adverse effects of the personal data breach; and
- (iii) consult with the Subscriber in order to determine as to whether the Subscriber would be obligated under Applicable Data Protection Laws to notify the competent supervisory authority and or the data subjects concerned of the personal data breach.

2.7. Request from Supervisory Authority

In case a competent supervisory authority requests:

- (i) information from us regarding the processing of personal data under this DPA; or
- (ii) that we shall disclose personal data that we process on behalf of the Subscriber under this DPA,

we shall without undue delay notify the Subscriber thereof. Notification shall be sent by e-mail to the Subscriber's designated contact person. The parties shall thereafter consult regarding the supervisory authority's request. This obligation does not apply if we are prohibited under law to notify or consult with the Subscriber regarding the supervisory authority's request. We may not act on the Subscriber's behalf as agent for the Subscriber or otherwise.

3. FINAL PROVISIONS

3.1. Confidentiality of Personal Data

We shall keep any personal data processed on behalf of the Subscriber strictly confidential and not disclose or make available the personal data to any third party, unless otherwise authorized in advance in writing by the Subscriber or as otherwise required under law or for the performance of this DPA or for the provision of the Service.

3.2. Term and Termination

This DPA is effective during the same term as the Terms of Service and for such additional period that we process personal data on behalf of the Subscriber. If either party terminates the DPA with immediate effect for any of the reasons outlined in Clause 10 of the DPA, the Terms of Service also terminates with immediate effect.

3.3. Return of Personal Data

Upon termination of the Terms of Service or this DPA, and with reference to Clause 10 (d) of the Model Clauses, the Subscriber shall provide us with a written instruction as to whether the personal data that we (or any sub-processors engaged by us) process on behalf of the Subscriber shall (i) be returned to the Subscriber or (ii) be deleted in a secure and irreversible way.

If the Subscriber does not provide such instruction within sixty (60) days following the termination of the Terms of Service or the DPA, any personal data covered by this

DPA and in our possession or control shall be deleted without undue delay. The instruction under this Clause 14 shall be sent in accordance with the provision on notices below.

3.4. Survival of Certain Terms

Clauses 3.1 (*Confidentiality of Personal Data*), 3.3 (*Return of Personal Data*), 3.5 (*Liability*), 3.6 (*Severability*), 3.7 (*No Waiver*), 3.8 (*Governing Law*), 3.9 (*Disputes*) and 3.10 (*Notices*) in this DPA shall survive the termination of this DPA for any reason.

3.5. Liability

Each party shall be liable for any administrative fines imposed on the party in question due to the party's failure to fulfil its obligation under this DPA or Applicable Data Protection Laws or otherwise has processed personal data in breach of Applicable Data Protection Laws.

Moreover, liability for any claims for damages from data subjects concerned shall be governed by Article 82 of the GDPR. Without prejudice to the foregoing, the limitation of liability included in Clause 11 of the Terms of Service shall apply. The limitation of liability is, however, not applicable with respect to damages which arise as a result of a breach of Clause 3.1 (*Confidentiality of Personal Data*) above.

3.6. Severability

If at any time any provision of this DPA is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of the DPA shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the deficient provision shall be replaced with a new provision permitted by applicable law and having an effect as close as possible to the deficient provision.

3.7. No Waiver

Delay by either party to exercise a right or remedy under this DPA shall not affect such party's right to enforce such right or remedy at a later time. A waiver by any party of any breach of any provision under this DPA shall not be construed to be a waiver by such party in relation to subsequent breaches of such or other provisions in this DPA.

3.8. Governing Law

This DPA is governed by Swedish law, without giving effect to any principles of conflicts of law.

3.9. Disputes

Clause 13 of the Terms of Service shall apply with respect to any dispute controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof.

3.10. Notices

All notices to Quartr under this DPA shall be made in English or Swedish and shall be sent by e-mail to legal@quartr.com.

4. ADDITIONAL DEFINITIONS

The following additional defined terms are used in this DPA and have the following meanings:

<i>Term</i>	<i>Meaning</i>
“Applicable Data Protection Laws”	means the GDPR and all data protection legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of data subjects with respect to the processing of their personal data, that apply to the processing of personal data under this DPA.
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
“Instruction(s)”	means any documented instruction issued by the Subscriber that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and any specific requirements that apply to the processing, including <u>Schedule 1</u> of this DPA.
“Model Clauses”	means the Annex (including appendices thereto) to the EU Commission’s implementing decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council ¹ , and which is incorporated into this DPA by reference.

¹ Available on the following link: https://eur-lex.europa.eu/eli/dec_impl/2021/915/oj.

SCHEDULE 1: INSTRUCTION REGARDING THE PROCESSING OF PERSONAL DATA IN USER CONTENT

This Schedule 1 sets out the Subscriber's Instruction with respect to our processing of personal data in User Content on behalf of the Subscriber.

Purposes of the Processing of Personal Data

Personal data in User Content is processed to provide the Service.

Categories of Data Subjects

Any individual included in User Content.

Categories of Personal Data Processed

Any category of personal data included in User Content, but typically the following categories of personal data may be included in such User Content:

- *Identification information* (for example name)
- *Contact information* (e-mail address)
- *Profile information* (title, role, company or organization that the individual works for)

Nature of the Processing

Personal data is processed in User Content that is uploaded to, registered and/or stored in the Service by the Subscriber's users to provide the Service.

Duration of Processing

During such time period the Service is provided to the Subscriber.

SCHEDULE 2: APPENDICES TO THE MODEL CLAUSES

ANNEX I – LIST OF PARTIES:

Processor

Quatr is the processor. Contact information is outlined in the Terms of Service.

Controller

The Subscriber is the controller.

The Model Clauses are deemed to be signed by both parties when the Subscriber has accepted the Terms of Service.

ANNEX II – DESCRIPTION OF THE PROCESSING:

Please see Schedule 1 of the DPA.

ANNEX III – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA:

Reference is made to Clause 5 (*Data Protection and Security*) of the Terms of Service.