

Who is this document for?	What can be found in this document?
<p>This document is relevant for clients of Securitas and other entities accessing the Securitas Digital Services, such as MySecuritas. This document is not directed to individual users of MySecuritas.</p> <p><b>This document applies <u>only</u> in the absence of any other data processing agreement between such client or other entity and Securitas, and only if required by local law.</b></p>	<p>This document describes the terms and conditions under which Securitas processes personal data on behalf of its clients or other entities, related to the use of the Securitas Digital Services.</p> <p>The terms governing the use of the Securitas Digital Services are set forth in the agreement between the client or other entity and Securitas.</p>

## Data Processing Agreement for Securitas Digital Services

Published on October 31, 2024.

Effective as of November 1, 2024.

### 1. General

- 1.1. This Data Processing Agreement (the “DPA”) applies to the processing of personal data by Securitas on behalf of the Company (as defined below) in connection with the use of the Securitas Digital Services, including *for example* MySecuritas and risk intelligence services.
- 1.2. This DPA is only applicable in the event the Agreement (as defined below) does not include a data processing agreement, and only if a DPA is required by local law. Any Company using the Securitas Digital Services under an Agreement that does not include a data processing agreement, agrees to the terms of this DPA by using the Securitas Digital Services.
- 1.3. Occasionally Securitas will, and reserves the right to, make changes to this DPA. The most recent version of this DPA will be published on <https://www.securitas.com/en/about-us/securitas-digital-services--legal-documents>.
- 1.4. This DPA is complemented by the *Details of processing and list of sub-processors* (“**Details of processing and sub-processors**”), which constitute an integral part of this DPA. The document is available at: <https://www.securitas.com/en/about-us/securitas-digital-services--legal-documents>

### 2. Definitions

“GDPR” means Regulation (EU) 2016/679.

“**Relevant Data Protection Legislation**” means the GDPR or other applicable data privacy/protection laws and regulations.



“**Company**” means the company or other legal entity, as indicated in the Agreement, accessing the Securitas Digital Services. The Company determines the purposes and means of the processing of personal data, acting as data controller under this DPA.

“**Securitas**” means the Securitas entity or other company providing the Securitas Digital Services to the Company and acting as data processor under this DPA, as indicated in the Agreement.

“**Agreement**” means the agreement(s) governing the Company’s relationship with Securitas, such as, but not limited to, regarding purchase of security services.

“**Sub-processor**” has the meaning given to it in section 6.

### **3. General undertakings**

- 3.1. Securitas shall process the personal data in accordance with this DPA, the Company’s instructions, and Relevant Data Protection Legislation. The Company is responsible and liable for that the instructions, and the Company’s personal data processing in general, comply with Relevant Data Protection Legislation at all times.
- 3.2. Securitas may not process the personal data for any other purpose or in any other way than in accordance with the Company’s instructions. Notwithstanding the aforesaid, Securitas has the right to take such measures as are necessary to fulfil its obligations under the Agreement and that fall under the objectives in the *Details of processing and sub-processors*.
- 3.3. In the event that Securitas considers that an instruction from the Company is incompatible with Relevant Data Protection Legislation, Securitas shall refrain from following the instruction and inform the Company thereof without undue delay and await updated instructions.

### **4. Security measures**

- 4.1. Securitas shall take and maintain the necessary technical and organisational measures to protect the personal data. The security measures must as a minimum ensure that the personal data are protected against destruction, alteration, dissemination, and unauthorised access.
- 4.2. Securitas shall ensure that (i) only persons authorised by Securitas, who need access to the personal data to fulfil Securitas’s obligations under the Agreement and this DPA, have access to the personal data, (ii) such authorised persons only process the personal data in accordance with this DPA, and (iii) each such authorised person has undertaken to comply with confidentiality obligations in respect of personal data or are under an appropriate statutory obligation of confidentiality.
- 4.3. In the event that the personal data processed by Securitas on behalf of the client is the subject of a personal data breach (as defined under Relevant Data Protection Legislation), Securitas shall notify the Company without unreasonable delay after becoming aware.

### **5. Securitas’s obligation to assist**

Securitas shall, by technical and organisational measures and others, assist the Company to fulfil the Company’s obligations to ensure that the data subjects can exercise their rights in accordance with the Relevant Data Protection Legislation. Securitas shall furthermore assist the Company regarding the Company’s obligations under Articles 32-36 of the GDPR. Securitas



shall be entitled to reasonable compensation for any time spent and any costs and expenses incurred due to the fulfilment of the obligations in this section 5.

**6. Sub-processors**

- 6.1. Securitas has the Company's general authorization for the engagement of the processor(s) or sub-contractor(s) specified in the *Details of processing and sub-processors* (each a "Sub-processor").
- 6.2. Securitas shall inform the Company of any added Sub-processor to the *Details of processing and sub-processors*. Such information must be given at least thirty (30) days before such Sub-processor(s) commences any processing of personal data and may be given by updating the *Details of processing and sub-processors*. The Company shall without undue delay and in any event within twenty (20) days after receiving such information object to any changes with regards to added or replaced Sub-processors if the Company has reasonable grounds to doubt the new Sub-processor's ability to comply with the Relevant Data Protection Legislation.
- 6.3. Securitas shall conclude a written agreement with each Sub-Processor in which the Sub-processor undertakes equivalent obligations as Securitas has undertaken under this DPA.

**7. Transfer outside the European Union**

Securitas may only transfer personal data outside the EU/EEA or hire a Sub-processor to process personal data outside the EU/EEA, if Securitas has ensured that such transfer complies with the Relevant Data Protection Legislation.

**8. Audit**

- 8.1. At the request of the Company, Securitas shall once per calendar year provide the information and documentation necessary to prove that Securitas is acting in accordance with its obligations under the Relevant Data Protection Legislation and this DPA.
- 8.2. If the Company, despite having received information as set out in section 8.1 above, has reasonable documented grounds to assume that Securitas is not fulfilling its obligations under the Relevant Data Protection Legislation or this DPA, the Company has the right to perform an audit of Securitas' personal data processing by giving 30 days' written notice. The costs for such audit shall be carried by the Company. Any such audit shall be supported by Securitas and shall comply with Securitas' work rules, security requirements, standards, proposed confidentiality undertakings and/or other limitations and/or requirements set by Securitas.

**9. Deletion and Return of the Personal Data**

Upon termination or expiry of this DPA, Securitas shall, unless otherwise is required by Relevant Data Protection Legislation, delete or return personal data processed on behalf of the Company according to Securitas' applicable data retention periods.

**10. Term and Termination**

This DPA shall, regardless of the validity of the Agreement, enter into force when Securitas begins processing the personal data on behalf of the Company, and shall terminate once Securitas has deleted the personal data as stipulated in section 9 above.

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