

## **Processing and protection of personal data in services ordered by clients**

These conditions govern processing and protection of personal data in services that clients have requested **Boco IP Oy Ab** (business-ID 1037059-0; hereinafter **Boco IP**) to perform. The mandate to perform services can be based on orders, powers of attorney or agreements made between the client and Boco IP. The purchaser, grantor of power of attorney or the service recipient in a mandate agreement, is hereinafter called the **Client**. Boco IP and the Client are hereinafter together called the **Contracting Parties**. This document is hereinafter called the **Data Protection Conditions**.

### **1. BACKGROUND OF THE DATA PROTECTION CONDITIONS**

- 1.1 Boco IP offers protection and consultation services relating to intellectual property.
- 1.2 The Client may order services relating to intellectual property from Boco IP (hereinafter the **Services**).
- 1.3 With these Data Protection Conditions the Contracting Parties agree on how personal data, that is the responsibility of the Client, is processed by Boco IP on behalf of the Client.
- 1.4 Boco IP is a data processor according to the legislation on protection of personal data and the Client is a data controller according to data protection legislation.
- 1.5 Data Protection Legislation signifies legislation that is in force in Finland regarding protection of personal data, such as the EU General Data Protection Regulation (GDPR) (679/2016), as well as case law and decisions and recommendations from relevant data protection authorities (hereinafter the **Data Protection Legislation**).

### **2. PROCESSING OF PERSONAL DATA AND DATA PROTECTION**

- 2.1 The object, the nature, the purpose, the categories of personal data, the data subjects and the protection of personal data are described in Boco IP's privacy notice regarding processing of personal data in client relationships and cases, which is located on Boco IP's webpages [www.bocoip.com](http://www.bocoip.com).

### **3. THE RESPONSIBILITIES OF THE CLIENT**

- 3.1 The Client acts as the data controller in accordance with the Data Protection Legislation. The Client undertakes to take care of the responsibilities of a data controller. The Client particularly will secure that:
  - (i) it has the right to transfer to Boco IP the personal data needed for the Services;
  - (ii) that there are sufficient legal grounds for processing the personal data in accordance with the Data Protection Legislation such as contractual grounds, legitimate interests, consent of the data subject or compliance with imperative legislation;
  - (iii) the processing of the personal data and purposes of processing have been sufficiently defined before the transfer and processing occurs;
  - (iv) the personal data is specific enough, and no unnecessary data is transferred;
  - (v) Boco IP is given more specific instructions on how the personal data is processed, if necessary.

#### **4. RESPONSIBILITES OF BOCO IP**

- 4.1 Boco IP acts as a data processor in accordance with the Data Protection Legislation and processes personal data provided by and on the behalf of the Client. Boco IP implements appropriate technical and organizational measures to safeguard processing of personal data and will have adequate documentation on processing of personal data. Boco IP furthermore undertakes to follow the Client's written instructions on processing of personal data, provided that the instructions are not contrary to the Data Protection Legislation.
- 4.2 Boco IP undertakes to secure that its staff are obliged to keep the personal data secret either by contract or law, and that the staff only processes the personal data for purposes of the Services.
- 4.3 Boco IP undertakes, with appropriate technical and organizational measures, to assist the Client to fulfil obligations regarding legal rights of the data subjects, and to inform the Client of any requests received from the data subjects. Boco IP has the right to debit the Client for work related to such assistance in accordance with its price list.
- 4.4 Boco IP undertakes to provide, if requested, the Client with necessary information on the processing of personal data so that the Client is able to prove compliance with the Data Protection Legislation. Boco IP will, if requested, allow the Client to perform audits on data processing or protection, in which Boco IP will participate. The Client must inform Boco IP of such audits at least thirty (30) days in beforehand, and in writing, after which the Contracting Parties will mutually agree on the scope and time of the audition. The audit is always performed during Boco IP's normal office hours. Boco IP has the right to debit the Client for work related to such audits in accordance with its price list.
- 4.5 Boco IP has the duty to assist the Client in impact and risk assessments regarding the protection of personal data, in notices relating to data breaches and with requests and demands made by data protection authorities, as long the aforementioned tasks relate to processing of personal data with regard to the Services. Boco IP has the right to debit the Client for such assistance in accordance with its price list.

#### **5. SUBCONTRACTORS**

- 5.1 The subcontractors that Boco IP may use in some Services are also considered to be data processors that process data for and on behalf the Client. Boco IP undertakes to ensure that the subcontractors process personal data in accordance with the Data Protection Legislation, and only for performance of the Services.

#### **6.1. TRANSFER OF PERSONAL DATA**

- 6.2. Boco IP has the right to transfer personal data to third parties only if the transfer is needed for filing patent, design and other applications for intellectual property rights or to maintain such rights. Boco IP may transfer personal data to third parties for other reasons if the client explicitly agrees to the transfer. Boco IP undertakes to ensure that that it and its subcontractor process personal data in accordance with the Data Protection Legislation.

## **7. DATA BREACHES AND RELATED NOTIFICATIONS**

- 7.1. Boco IP must inform the Client regarding data breach in writing and without undue delay after a breach has been discovered.
- 7.2. Boco IP must give at least the following information in a data breach notification directed to the Client:
  - 7.2.1. Describe the breach, including - to the extent it is possible - the category and number of data subjects that the breach concerned, the number of data subjects concerned, what kind of information and how much data the breach concerned;
  - 7.2.2. The name of a contact person at Boco IP that will provide further information, if requested;
  - 7.2.3. A description of the probable and/or occurred consequences of the data breach; and
  - 7.2.4. Describe the measures that are proposed or measures that have taken to mitigate possible adverse effects due to the data breach.

## **8. AMENDMENTS AND OTHER CONDITIONS**

- 8.1. The Contracting Parties agree to amend these Data Protection Conditions due to changes in the Data Protection Legislation, case law, instructions or decisions from data protection authorities. The Contracting Parties undertake to do necessary amendments to these Data Protection Conditions in writing.
- 8.2. All amendments to these Data Protection Conditions have to be done in writing to be binding on the Contracting Parties.
- 8.3. These Data Protection Conditions are applied from 25.5.2018 onward and are in force as long as Boco IP processes and keeps the personal data for and behalf of the Client.
- 8.4. These Data Protection Conditions are governed by the laws of Finland and any dispute relating to them shall be settled in the same manner as disputes relating to the Services.
- 8.5. These Data Protection Conditions replace all former conditions or agreements regarding processing and protection of personal data.