

HELTTI'S DATA PROCESSING ADDENDUM

1 Application of Data Processing Appendix

- 1.1 This Data Processing Appendix (the "Appendix") has been attached to and forms an integral part of Heltti Ltd's ("Heltti") General Terms and Conditions of Service that are applied to the occupational healthcare and wellbeing serviced provided by Heltti to its customers (the "Customer").
- 1.2 The purpose of the Appendix is to ensure the sufficient level of data protection and information security applicable to the personal data of the Customer and processed by Heltti. This Appendix sets out the principles and terms and conditions on data protection and information security that Heltti complies with in providing services to the Customer.
- 1.3 For the sake of clarity, Heltti processes information of the Customer and Customer's employees also as independent data controller, for example, as regards patient data. This Appendix is only applied to such personal data which Heltti is regarded to process for the account of the Customer. Categories of data subjects and personal data have been defined at the end of this Appendix.

2 Obligations of Heltti

- 2.1 Heltti processes personal data only for the purposes set out in the service agreement, only to the extent necessary for providing services to the Customer and the Customer's employees, and only during the term of the service agreement, unless otherwise required by mandatory legislation.
- 2.2 Heltti processes personal data with due care and in accordance with laws and good data processing practices, and in a manner not restricting the data subjects' right to privacy or other fundamental rights relating to privacy, unless there are statutory grounds.
- 2.3 Heltti ensures that personal data is processed only by such persons whose work tasks require that and who have agreed to comply with confidentiality obligations or are bound by applicable statutory confidentiality obligations.
- 2.4 Heltti will transfer the Customer's personal information outside the European Union or the European Economic Area only in accordance with the data protection legislation and the restrictions set therein.
- 2.5 Heltti executes all the security procedures required by law for data processors as agreed in more detail in this Appendix.
- 2.6 Heltti assists the Customer with appropriate procedures, to the extent possible and taking into consideration the circumstances, in complying with the Customer's obligation to respond to the data subjects' requests to use the data subjects' rights.
- 2.7 Heltti assists the Customer in ensuring, to the extent possible and taking into consideration the circumstances, the compliance with the Customer's statutory obligations, such as security measures, impact analysis and advance hearing. Heltti's obligation to assist is restricted to the statutory obligations of a data processor.
- 2.8 Heltti complies, without unnecessary delay, with rectifications, erasures and amendments in the data processing that the Customer notifies to Heltti. At the request of the Customer, Heltti will erase or return to the Customer all personal data and deletes copies thereof, unless otherwise required by mandatory legislation.
- 2.9 Heltti maintains necessary descriptions/logs on data processing activities and, if necessary, provides the Customer with such information that is required to show that Heltti complies with its obligations under this Appendix and applicable legislation.
- 2.10 Heltti notifies the Customer if, in Heltti's view, the Customer's instructions are in breach of applicable legislation or if there are

deficiencies in the Customer's procedures. If necessary, Heltti assists the Customer in rectifying the Customer's procedures.

- 2.11 Heltti has the right to invoice for Heltti's actions and costs incurred in assisting the Customer, responding to the Customer's request and amendments in the Customer's instructions.

3 Information Security

- 3.1 Heltti ensures an appropriate level of security by implementing technical and organizational measures required by applicable data protection laws. In implementing the data security measures, the available technical solutions, specific risks relating to the data processing and the sensitivity of the processed data are taken into account.
- 3.2 Heltti notifies the Customer, without delay after having become aware, of any data security incidents, such as security breaches, accidental or unlawful destruction or alteration, unauthorized disclosure or access to personal data. The notification is required to describe the events as accurately as possible, persons whose data or what data was concerned, and the volumes of affected data subjects or data.
- 3.3 Heltti investigates without unnecessary delay all causes for the breach and takes appropriate actions to end the breach, mitigate the effects and prevent further similar breaches. Heltti will without unnecessary delay document the results of the investigation and the actions taken for the Customer.
- 3.4 Heltti co-operates with the Customer and submits to the Customer the documentation required by legislation and data protection authorities regarding data security incidents.

4 Subcontractors

- 4.1 Heltti has the right to use subcontractors in the processing of the Customer's personal data. Subcontractor means a processor that processes personal data in accordance with this Annex, in whole or in part on behalf of Heltti and based on an assignment given by Heltti. At the Customer's request, Heltti discloses the subcontractors used. Heltti gives to the Customer prior notice of planned changes to add or change subcontractors. If the Customer does not accept the planned change, the Customer and Heltti have the right within thirty (30) days from Heltti's notice of the change to terminate the service agreement to end at the expiry of such thirty (30) days' time period, for such service where personal data is processed and that is affected by the change of the subcontractor. If there is a change in subcontractors that the Customer does not accept and Heltti cannot avoid, and such change prevents or materially complicates the provision of certain service, Heltti has no obligation to provide such service.
- 4.2 Heltti enters into written data processing agreements with the subcontractors and ensures that the subcontractors will comply with Heltti's data protection obligations set out in this Appendix. The subcontractors will process personal data only in accordance with the written agreements. Heltti will be responsible for the subcontractors' actions.

5 Other Terms and Conditions

- 5.1 This Appendix forms an integral part of Heltti's General Terms and Conditions of Service (01/2026). Section 6 (Confidentiality and Data Protection) of General Terms and Conditions of Service also applies to the Customer's personal data. In addition, Sections 8 (Damages and Limitations of Liability) and 11 (Applicable Laws and Settlement of Disputes) apply to this Appendix.



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Categories of data subjects	Employees of the Customer
Categories of personal data	Name and personal identity number Contact details (address, e-mail, phone number) Information of employment (start and end date of employment, role, department)

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