ANNEX CONCERNING THE PROCESSING OF PERSONAL DATA 1.1.2023

1. Introduction

This annex concerning the processing of personal data ("Annex") is an inseparable part of Posti Ltd's (business id: 2344200-4) Terms of Use of Electronic Channels for Contract Customers ("Agreement") applicable to Posti's transportation service customers using Posti's OmaPosti Pro order channel ("Customer"). This Annex concerns the processing of personal data in Posti's OmaPosti Pro order channel ("Service").

The purpose of this Annex is to ensure the necessary level of privacy and data security of the personal data of the Customer ("Customer Data") processed by Posti. This annex defines the principles and terms of privacy and data security related to personal data, that Posti agrees to comply with.

Personal data will not be transferred between the parties under this Annex or the Agreement. In this Annex the parties agree upon personal data processing for and on behalf of the Customer whereby the Customer is the data controller.

2. Scope of personal data

Posti processes the following Customer Data on behalf of Customer under the Agreement:

Categories of data subjects:

- Customer employee/personnel information and
- Customer's customer information, when sending or receiving a delivery by using the Service

Types of personal data: name, address, email address, phone and fax number and door code of data subject.

3. General requirements for privacy and data security

Posti shall have documented processes and an operational model for risk management in its operations. Posti is responsible to detect and identify privacy and data security risks and to prevent and minimize such risks.

Posti shall have sufficient expertise and resources to carry out the privacy and data security measures defined in this Annex. Posti shall, if necessary, work together with Customer's privacy and data security personnel.

4. Data protection and processing personal data

Posti processes the Customer Data on behalf of the Customer. Personal data means information relating to an identified or identifiable natural person (hereafter referred to as "Data Subject"). Personal data may be e.g. the data identifiable to employees, customers or other persons. The Customer is the controller of the Customer Data and Posti is the processor of the same.

The Parties agree to abide by the legislation, regulations and official decrees and guidance of Finland and the European Union, as amended.

As the controller, the Customer is responsible for ensuring that it has the necessary rights and has acquired the necessary consent to process Customer Data. The Customer is responsible for drafting a description of the data file and keeping it accessible as well as informing the Data Subjects.

Posti has the right to process Customer Data only in accordance with the Agreement, this Annex and the written guidance of the Customer and only insofar as it is necessary to deliver the Service.

Posti shall have the right to use a subcontractor, who has been appointed in the Agreement or its appendix or otherwise announced to the Customer in the manner described below, in the processing of the Customer's personal data in accordance with currently valid data protection legislation. Posti informs the Customer of any changes to the subcontractors that it uses if it may affect the processing of Customer's personal data. Within thirty (30) days of having received the announcement of the change of subcontractor, the Customer may in-

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form Posti in writing that it opposes the appointment of one or several of the subcontractors stated in the announcement, in which case Posti can notify the Customer of a price change that corresponds to the change in data processing costs that Posti incurs due to the Customer opposing the use of a subcontractor. Posti may alternatively terminate the Agreement to expire no earlier than thirty (30) days from the date on which Customer sent the written notice to Posti. If the Customer does not indicate that it opposes the use of the subcontractors it has been notified of pursuant to this section, the Customer is considered to have accepted the use of the subcontractors in question.

Posti reserves the right to announce changes to its data protection practices and subcontractors on its website or through other electronic means so that the contact person or other representative appointed by the Customer for the Service is informed of this or has access to such notifications.

Posti shall sign written agreements with its subcontractors and shall ensure that the subcontractors will adhere to the terms of this Annex. Posti shall regularly supervise the actions of its subcontractors and shall be liable for the acts of its subcontractors as if they were Posti's own.

Personal data may be processed, when needed, for example due to reasons relating to information systems, in countries outside the European Union or the European Economic Area in accordance with the data transfer methods set forth in the legislation.

Posti must without undue delay forward all requests to inspect, rectify, erase, ban the processing of data or other requests received from the Data Subjects to the Customer. Customer's reasonable request, Posti must support the Customer to carry out the requests of the Data Subjects. Posti shall ensure that it can carry out all the statutory requests of a Data Subject. Posti shall be entitled to invoice from the Customer reasonable costs that are incurred by fulfilling these requests.

Posti shall direct all inquiries by the data protection authorities to the Customer and shall wait for further instruction from the Customer. If nothing else is agreed, Posti is not allowed to represent the Customer or act on behalf of the Customer in relation to the authorities.

At Customer's request Posti is obligated to prove that it and its subcontractors adhere to the terms of this Annex. By giving a prior 30 days' written notice, Customer or a third-party auditor (not being a competitor of Posti) on behalf of Customer may annually inspect Supplier's and its subcontractors' compliance with this Annex. Posti shall rectify the detected infringements and shortcomings without delay. Each Party shall carry its own costs caused by the audits. The audit shall not cause any damages or loss. If an audit shows a material breach of this Annex by Posti, it shall pay the costs of the third-party auditor for the audit as well as for the subsequent inspection of the corrections.

Once the Agreement expires, Posti shall return and/or remove without undue delay the Customer Data according to the reasonable guidance given by the Customer unless the legislation requires Posti to store the Customer Data. If the Customer has not used the OmaPosti Pro order channel in the last thirteen (13) months, Supplier shall notify the Customer that all personal and other customer data may be deleted within 2 months. If the Customer has not given instruction how to process Customer data and other data within 2 months from Posti's notification, Posti shall have a right to remove Customer data. Posti shall support the Customer in transferring the data of the Customer. Posti shall have a right to invoice from the Customer the reasonable costs occurred from the transferring the data of the Customer. Thereafter Posti shall ensure that the copies of the Customer's data in possession of Posti and its subcontractors shall be destroyed and confirm the destroying thereof to the Customer in writing.

5. Data security

Posti shall ensure an appropriate level of security by implementing technical and organizational measures required by applicable data protection laws. In implementing the data security measures the technical options available, the specific risks associated with the processing in question and the sensitivity of the personal data processed. is taken into account. E.g. the following rules must be adhered to when processing data:

1) The personnel of Posti and its subcontractors processing Customer Data shall commit to maintain the confidentiality of the Customer Data.

2) The systems and connections used to process the Customer Data shall be protected by appropriate and up-to-date data security solutions.

3) The Customer Data shall not be used for Posti's own business or other purposes of its own.

Posti shall be responsible for backing up of the Customer Data, unless otherwise agreed.

6. Managing data security incidents

Posti shall notify the Customer without delay of all data security incidents such as security breaches, accidental or unlawful destruction or alteration, unauthorized disclosure or access to Customer Data. The notification must describe the events as accurately as possible, whose data or what data was concerned, and the volumes of affected Data Subjects or data.

Posti shall investigate without undue delay all causes for the breach and take appropriate actions to end the breach, mitigate the effects and prevent further similar breaches. Posti must without delay document the results of the investigation and the actions taken for the Customer.

Posti must work together with the Customer and deliver to the Customer the documentation required by legislation and data protection authorities regarding data security incidents.

7. Revisions of this Annex

Posti shall be obligated to inform the Customer in writing of all changes that may affect its ability or prospects to abide by this Annex and the written guidance of the Customer.

The Parties will agree of all additions and changes to this Annex in writing.

Appendix Posti's Subcontractors in OmaPosti Pro
updated 18.11.2026

- Luoto & Company Oy
- Reaktor Innovations Oy
- Nitor Creations Oy
- Infosys Consulting GmbH