

## DATA PROCESSING CONTRACT

This contract has been entered into between the **Customer** and

### **Addea**

Vindingevej 10

4000 Roskilde

Denmark

(Service Provider)

This data processing contract is a signed agreement between the parties or a supplement to an already existing agreement (the "Principal Agreement").

The following Data Processing Contract (the "Contract") is hereby concluded between the "Customer" and Addea (the "Service Provider"), who together shall be referred to as the "Parties", and separately as a "Party":

The Contract refers to the following Addea subsidiaries: Addea Audit P/S, VAT no. DK36074981, Addea Accounting ApS, VAT no. DK32478336, and Addea Wise Management ApS, VAT no. DK31767091.

Appendix 1 is attached to the Contract, and constitutes an integral part of the Contract.

Both Parties confirm that they have authorisation to sign the Contract. The Contract will be signed using an online form.

### **1. Scope of the Contract**

- 1.1. The Service Provider is a data processing provider for the Customer, since the Service Provider will carry out the data processing assignments described in Appendix 1 for the Customer.
- 1.2. Appendix 1 sets out the Data to be processed by the Service Provider, the purposes of processing it, the categories of Data, and the categories of people registered.
- 1.3. The Contract solely regulates the Data processing which the Service Provider can carry out for the Customer.
- 1.4. "Personal data" means any form of data about an identified or identifiable physical person, cf. Article 4 (1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the

General Data Protection Regulation). If, as an element in fulfilling the Contract, other confidential information is processed besides personal data, e.g. information which pursuant to the Financial Business Act is deemed confidential, then every reference to personal data shall also include this other confidential information.

## **2. Information Processing**

- 2.1. The Service Provider shall only process customer information and personal information (collectively, the Information) in accordance with the Customer's instructions.
- 2.2. Instructions: the Service Provider has been instructed that it may only process the Information for the purpose of carrying out the data processing assignments set out in Appendix 1.
- 2.3. The Service Provider shall not process the entrusted Information for any purposes other than those indicated by the assignments for the Customer, and processing shall be performed exclusively in order to be able to fulfil the Service Provider's obligations to the Customer. The Information shall not be used for any purpose other than providing the agreed service.
- 2.4. If the Service Provider considers that an instruction from the Customer is in violation of the General Data Protection Regulation, other data protection legislation in EU law, or national legislation in a member country, including Denmark, the Service Provider shall inform the Customer in writing.
- 2.5. The Customer shall guarantee to the Service Provider that the Customer has the legal right to process the Information covered by the Contract, and to allow the Service Provider to process this Information on its behalf, including but not limited to collecting the necessary consent.

## **3. What is required of the Service Provider**

- 3.1. The Service Provider shall process the Information in accordance with current Danish data protection legislation, including the General Data Protection Regulation and the Danish Data Protection Act once these have taken effect in May 2018.
- 3.2. The Service Provider shall ensure that every person authorised to process the Information has pledged to observe confidentiality or is subject to a suitable mandatory duty of confidentiality.
- 3.3. The Service Provider shall implement suitable technical and organisational security measures to prevent the Information that is processed:
  - (i) being accidentally or illegally destroyed, lost or altered,
  - (ii) being passed on or made accessible without authorisation, or
  - (iii) otherwise being processed in violation of legislation, including the General Data Protection Regulation.

- 3.4. Furthermore, the Service Provider shall fulfil the mandatory requirements for safety measures which directly obligate the Service Provider, including requirements for safety measures in the country where the Service Provider is established, or in the country where data processing is performed.
- 3.5. Suitable technical and organisational safety measures shall be determined in consideration of:
- (i) the current technical level
  - (ii) the costs of implementation, and
  - (iii) the nature, extent, context and purpose of processing, and the risks of varying likelihood and seriousness of effects on the rights and freedom of physical persons.
- 3.6. At the Customer's request, the Service Provider shall give the Customer all the necessary information to enable the Customer to verify that the Service Provider's obligations under the Contract have been met, and that the necessary technical and organisational security measures have been taken.
- 3.7. Amendments to the Contract shall be uploaded to the website [www.addea.dk](http://www.addea.dk). After notifying the Customer in writing, the Service Provider may change the website to which the Contract is to be uploaded.
- 3.8. Additionally, the Customer shall be entitled, at its own expense, to appoint an independent expert who shall have access to the parts of the Service Provider's physical facilities where the Information is processed, and who shall receive the necessary information to be able to make an investigation of the extent to which the Service Provider has implemented the specified technical and organisational security measures. The Customer's independent expert may not gain access to information about the Service Provider's general cost structure or to information regarding the Service Provider's other customers. At the Service Provider's request the expert shall sign a normal non-disclosure agreement, and shall in all circumstances treat all information collected or received from the Service Provider as confidential. The information may only be shared with the Customer. The Customer may not pass on the information or make use of it for purposes other than assessing to what extent the Service Provider has taken the necessary technical and organisational security measures.
- 3.9. Without undue delay after becoming aware of the situation, the Service Provider shall inform the Customer in writing of:
- (i) any request from an authority for Information covered by the Contract to be passed on, unless informing the customer is prohibited under EU law or legislation in a state to which the Service Provider is subject,
  - (ii) any suspicion or discovery of (a) a breach of security leading to accidental or illegal loss or alteration of Information, the unauthorised passing on of Information, or illegal access being given to personal information transmitted, stored or processed in any other way by the

Service Provider under the Contract, or (b) any other failure to comply with the Service Provider's obligations under clauses 3.3 and 3.4; or

(iii) any request for insight into the Information received directly from the subject or from third parties.

3.10. The Service Provider shall assist the Customer with administration of any request from a registered subject in accordance with Chapter III of the General Data Protection Regulation, including requests for insight, correction, blocking or deletion.

3.11. The Service Provider shall assist the Customer to ensure fulfilment of the Customer's obligations pursuant to Articles 32–36 in the General Data Protection Regulation, and other obligations which may lie with the Customer according to EU law or legislation in a member state for which the Service Provider's assistance is assumed, but only to the extent which is necessary in order for the Customer to fulfil its obligations. Among other things, this includes providing the Customer at the Customer's request with all the necessary details of an event covered by clause 3.9 (ii), and all the necessary information for use in an analysis of the consequences pursuant to Articles 35–36 of the General Data Protection Regulation to the extent that the Service Provider has access to such information.

3.12. In Appendix 1, the Service Provider has stated the physical location of the servers, service centres, etc., which will be used for the data processing. The Service Provider shall be obliged to give written notice to the Customer before any changes to these physical locations. This does not require a formal amendment of Appendix 1. Prior written notification by post or e-mail is sufficient.

#### **4. Data processing subcontractors**

4.1. The Service Provider may make use of data processing subcontractors. At the time of entering into the Contract, the Service Provider is using the subcontractors named in Appendix 2. Appendix 2 shall be updated continually and available on the Service Provider's website. The Customer may not refuse to allow the addition or replacement of a subcontractor, unless the Customer has specific and impartial reasons for doing so.

The Parties have agreed that the Service Provider may make use of data processing subcontractors.

4.2. Before making use of a subcontractor, the Service Provider shall enter into a written agreement with the subcontractor, in which as a minimum the subcontractor assumes obligations corresponding to those the Service Provider has assumed under the Contract, including the obligation to implement suitable technical and organisational measures to ensure that the data processing fulfils the requirements of the General Data Protection Regulation.

4.3. The Customer shall be entitled to receive a copy of the parts of the Service Provider's contract with a data processing subcontractor which concern data protection obligations that are mandatory under clause 4.2. The Service Provider shall be responsible to the Customer for the subcontractor's fulfilment

of its obligations to protect data. The fact that the Customer has given consent for the Service Provider to enter into a contract with a subcontractor shall be without prejudice to the Service Provider's obligation to comply with the contract.

## **5. Transfer to third countries**

- 5.1. The Service Provider may process the Information in its 100%-owned subsidiary company in the Philippines. If this is the case, the Customer shall be informed of the fact in advance of processing in a separate communication.
- 5.2. In this situation, the Service Provider shall vouch that the Information will not be processed or made use of for purposes other than those stated in the instructions, cf. Appendix 1. Furthermore, the Service Provider shall ensure that the necessary and suitable guarantees have been given for processing the Information, so that the Information is at all times sufficiently protected. This shall be secured by a contract entered into between the Service Provider and the subsidiary containing specific data protection rules adopted by the EU Commission or any other relevant data protection authority. The Service Provider shall also ensure that the subsidiary fulfils the other obligations which follow from the Contract.
- 5.3. Information shall not be transferred to other third countries or international organisations unless the Service Provider is obliged to do so by EU law or legislation in a member country to which the Service Provider is subject. In this case, the Service Provider shall notify the Customer in writing of the legal obligation before transfer is commenced, unless the legislation in question prohibits such notification on the basis of important interests of society.

## **6. Confidentiality**

- 6.1. The Service Provider shall keep the Information confidential.
- 6.2. The Service Provider may not pass on the Information to third parties, or make copies of the Information, except when it is necessary to carry out the Service Provider's obligations to the Customer and provided that the person to whom the Information is entrusted is aware of its confidential nature and has been obliged to keep the Information confidential in accordance with the Contract, or when the Service Provider is obliged to do so by law.
- 6.3. The Service Provider shall limit access to the Information to the employees who need to have access in order to fulfil the Service Provider's obligations to the Customer.
- 6.4. There shall be no time limit on the Service Provider's obligations under this clause 6, regardless of whether collaboration between the Parties may otherwise have ceased.
- 6.5. The Customer shall treat confidential information received from the Service Provider as confidential, and may not make use of or pass on the confidential information without justification.

## **7. Amendments and assignments**

- 7.1. The Parties may at any time agree to amend the Contract. Amendments shall be in writing.
- 7.2. The Service Provider may assign its rights and obligations under the Contract without the Customer's consent, provided that the person to whom the rights and/or obligations are assigned is obliged to treat the Information in accordance with the requirements that apply to the Service Provider under the contract.

## **8. Duration and termination of the Contract**

- 8.1. The Contract shall take effect on acceptance and shall remain in force until collaboration ceases.
- 8.2. This Contract and any Principal Agreement are mutually interdependent, and cannot be terminated separately. This Contract may, however – without terminating the Principal Agreement – be replaced by another valid data processing contract.
- 8.3. Regardless of the formal contract period, the Contract shall remain in force as long as the Service Provider processes Information for the Customer for which the Customer is the data controller, but the Contract shall only apply to the Information being processed for the Customer by the Service Provider at the time.
- 8.4. In the event of termination of the Contract, the Service Provider shall be obliged, on request, to assist loyally in the transfer of data processing to another service provider or in its return to the Customer.
- 8.5. On request from the Customer and on termination of the Contract, the Service Provider shall transfer to the Customer Information which the Service Provider is processing and/or has processed for the Customer, or shall delete the Information, unless EU law or legislation in a member state requires that the Information be kept.

## **9. Precedence**

- 9.1. Should there be any discrepancy between the stipulations of the Contract and the stipulations in other written or verbal agreements entered into between the Parties, the stipulations in the Contract shall take precedence.