

DATA PROCESSOR AGREEMENT

1 BACKGROUND AND PURPOSE

1.1 Workpoint A/S, company reg.no. 26082668 (the “Data Processor”) provides various IT service to the customer (the “Data Controller”) as describes in each of the parties’ underlying agreements (the “Agreement”) concerning such services (the “Services”).

1.2 The Data Processor processes personal data on behalf of the Data Controller as part of the performance of the Services. Accordingly, the parties have concluded this agreement (the “Data Processor Agreement”) which constitutes an integrated part of the Agreement. In case of conflict between the Agreement and this Data Processor Agreement, this Data Processor Agreement shall take precedence.

1.3 To the extent that the applicable data protection regulation entails a need to adjust the Data Processor Agreement, the parties agree that the content of this Data Processor Agreement shall be renegotiated between the Parties.

2 SCOPE

2.1 The Data Processor is authorized and instructed to process personal data on behalf of the Data Controller as part of the performance of the Services on the terms and conditions

set out in this Data Processor Agreement.

2.2 The Processor is instructed only to process personal data pursuant to this Data Processor Agreement on behalf of the Data Controller to the extent the processing is necessary for delivering the Services.

2.3 The Data Processor is not allowed to process the personal data for its own purposes.

2.4 Unless otherwise set out in the Agreement, the Data Processor will process ordinary categories of personal data. This includes all personal data the Data Controller provides to the Data Processor, e.g. contact info, address, e-mail, phone numbers and such other customer data and/or supplier data. No special or sensitive categories of personal data is processed, unless specifically instructed by the Data Controller.

2.5 Unless the Data Processor receives instructions from the Data Controller allowing the Processor to process special or sensitive categories of personal data, if the Data Processor becomes aware that special/sensitive categories of personal data have been provided to the Data Processor, such personal data will be deleted instantly and without prior notice to the Data Controller.

2.6 Unless otherwise set out in the Agreement, the Data Processor will

process personal data pertaining to all categories of data subjects on behalf of the Data Controller incl. employees, clients, members and customer as well as supplier contacts, which may also include children, to extent such data is provided by the Data Controller.

2.7 The Data Processor may only process the personal data on the terms and conditions of the Data Controller's instructions unless processing is otherwise required under EU law or national law applicable to the Data Processor. In this event, the Data Processor shall notify the Data Controller of the legal requirement before processing is carried out unless such notification would be in contravention to the law in question.

3 **DURATION**

3.1 This Data Processor Agreement shall be effective for the duration of the provision of the Services and shall terminate automatically when the Data Processor no longer processes personal data on behalf of the Data Controller as part of the Services.

3.2 Upon termination of the Data Processor Agreement, the Data Processor shall return to the Data Controller all personal data (if the Data Controller does not already have such data) and shall delete any existing copies unless EU law or national law requires the Data Processor to store the personal data

4 **DATA CONTROLLER'S OBLIGATIONS**

4.1 The Data Controller is responsible for complying with applicable data protection law, as a data controller, in relation to the personal data processed by the Data Processor on behalf of the Data Controller.

4.2 The Data Controller's responsibility includes in particular the following, the compliance with which is warranted by the Data Controller:

- The Data Controller has the necessary legal basis to process, and to permit the Data Processor to process, the personal data processed as part of the performance of the Services.
- The specification of personal data in clause 2 of this Data Processor Agreement is exhaustive and no other personal data is being processed as part of the performance of the Services.
- The instructions given are legal and sufficient for the Data Processor to fulfill its obligations.

5 **DATA PROCESSOR'S OBLIGATIONS**

5.1 **Security measures**

5.1.1 The Data Processor shall initiate and implement appropriate technical and organizational measures to achieve a security level that matches the risks involved in the processing activities carried out by the Data Processor for the Data Controller.

5.1.2 The technical and organizational measures shall be determined, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons.

5.1.3 The Data Processor shall ensure that persons authorized to process the Data Controller's personal data have committed themselves to

confidentiality or are subject to an appropriate statutory obligation of confidentiality.

5.2 **Documentation for compliance with the Data Processor's obligations**

5.2.1 The Data Processor shall make available to the Data Controller all information required to demonstrate compliance with the requirements of the Data Processor Agreement. The Data Processor shall give access and contribute to audits, including inspections, conducted by the Data Controller or another auditor authorized by the Data Controller. This clause can also be fulfilled by the Data Processor's submission of an audit report.

5.2.2 The Data Processor shall notify the Data Controller immediately if, in the Data Processor's view, an instruction to make information available or give access to audits or inspections is contrary to applicable Danish law or data protection provisions in other EU law or national law.

5.3 **Notification of personal data breaches**

5.3.1 The Data Processor shall notify the Data Controller without undue delay after becoming aware of a personal data breach.

5.4 **Assistance to the Data Controller**

5.4.1 At the Data Controller's request and taking into account the nature of the processing, the Data Processor shall assist the Data Controller by appropriate technical and organizational measures, with the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subjects' rights as set out in the applicable legislation on the processing of personal data.

5.4.2 At the Data Controller's request and taking into account the nature of the processing and the information available to the Data Processor, the Data Processor shall also assist the Data Controller with ensuring compliance with the Data Controller's obligations to:

- a) implement appropriate technical and organizational measures;
- b) notify the supervisory authorities of personal data breaches;
- c) communicate a personal data breach to data subjects;
- d) carry out data protection impact assessments; and
- e) perform prior consultations of the supervisory authority.

6 **COMPENSATION**

6.1 The Data Processor is entitled to receive payment for time spent as well as other direct costs incurred by the Data Processor relating to assistance and services provided by the Data Processor at the request of the Data Controller. Such assistance and services may include but is not limited to assistance with reporting a security breach, provision of data to data subjects, audits, cooperation with supervisory authorities and assistance for compliance with request from data subjects.

6.2 The Data Processor is entitled to receive payment for time spent as well as other direct costs incurred by the Data Processor relating to changes in the Data Controller's circumstances or the instructions. The costs may include but is not limited to changes as a result of new risk assessments and impact assessments as well as changes

- necessitated due to the Data Controller is being subject to law other than Danish law.
- 6.3 The compensation is calculated in accordance with the agreed hourly rate in the Agreement. Where no agreement regarding hourly rate has been made, the compensation is calculated in accordance with the Data Processor's generally applied hourly rates.
- 6.4 Notwithstanding anything to the contrary in this clause 6, a party does not have the right to claim compensation for assistance or implementation of changes to the extend where such assistance or changes are a direct consequence of the party's own breach of this Data Processor Agreement.
- 7 USE OF ANOTHER DATA PROCESSOR**
- 7.1 The Data Processor is authorized to use another data processor (a sub-processor) without the Data Controller's specific prior approval.
- 7.2 An updated list of sub-processors can be found either on the Data Processor's website, in the Agreement or it can be provided by request to the e-mail address info@workpoint.dk. Further, any updates to the sub-processors will be notified to the Data Controller, e.g. via e-mail, newsletters, system notification etc. The Data Controller may object against the addition or substitution of a sub-processor to the extent the Data Controller has a reasonable basis for such objection.
- 7.3 Where the Data Processor engages a sub-processor, the same data protection obligations as set out in this Data Processor Agreement shall be imposed on that other sub-processor by way of a contract, in

particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the general data protection regulation. Notwithstanding the foregoing, the Data Controller accepts that the processing of data by the sub-processor may be subject to the standard terms and conditions that applies to such sub-processor, provided that the Data Controller is informed hereof. Such information regarding the sub-processors can be found on the Data Processor's website or otherwise be provided to the Data Controller.

- 7.4 The Data Processor is fully liable to the Data Controller for the performance of the sub-Data Processor's obligations as if performed by the Data Processor itself.

8 DATA EXPORT

- 8.1 The Data Processor will seek to keep all personal data within the European Union or EEA; it is not the intention of the Data Processor to export data. However, the Data Controller accepts that the Data Processor may transfer personal data to a country outside the European Union or EEA – provided that the Data Processor, prior to the transfer, has secured the necessary lawful basis for such transfer - or that the Data Controller has instructed the Data Processor to do so, in which case the Data Controller is responsible for securing the necessary lawful basis.
- 8.2 If the Data Controller under the employed transfer basis is required to be a direct contractual party to an agreement, e.g. the EU Commission's

model contracts for the transfer of personal data to third countries, the Data Processor shall be authorized to conclude such agreement on behalf of the Data Controller. The content of this Data Processor Agreement shall not be deemed to change the content of such transfer basis, incl. the EU Commission's model contracts.

9 LIMITATIONS OF LIABILITY

- 9.1 The limitation of liability in the Agreement applies to the Data Processor's processing of the personal data under this Data Processor Agreement, incl. with regard to art. 82(5) of the general data protection regulation.

10 DISPUTES AND CHOICE OF LAW

- 10.1 This Data Processor Agreement is subject to the laws of Denmark, except for (a) Danish International Private Law principles leading to the application of law other than Danish law and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising out of or in connection with this Data Processor Agreement which is not resolved by negotiation shall be settled by a competent court at the Data Processor's venue. employees, clients, members and customer as well as supplier contacts, which may also include children, to extent such data is provided by the Data Controller.