

Data Processing Agreement

between

The Data Controller

and

The Data Processor

Dansk Løn Service

CVR number

Enebærvej 11

DK-8653 Them

Denmark

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2 Data Processing Agreement preamble

1. This Data Processing Agreement sets out the rights and obligations that apply to the Data Processor's handling of personal data on behalf of the Data Controller.
2. This Agreement has been designed to ensure the Parties' compliance with Article 28, subsection 3 of *Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)*, which sets out specific requirements for the content of data processing agreements.
3. The Data Processor's processing of personal data shall take place for the purposes of fulfilment of the Parties' 'Master Agreement'
4. The Data Processing Agreement and the 'Master Agreement' shall be interdependent and cannot be terminated separately. The Data Processing Agreement may however – without termination of the 'Master Agreement' – be replaced by an alternative valid data processing agreement.
5. This Data Processing Agreement shall take priority over any similar provisions contained in other agreements between the Parties, including the 'Master Agreement'.
6. Three appendices are attached to this Data Processing Agreement. The Appendices form an integral part of this Data Processing Agreement.
7. Appendix A of the Data Processing Agreement contains details about the processing as well as the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
8. Appendix B of the Data Processing Agreement contains the Data Controller's terms and conditions that apply to the Data Processor's use of Sub-Processors and a list of Sub-Processors approved by the Data Controller.
9. Appendix C of the Data Processing Agreement contains instructions on the processing that the Data Processor is to perform on behalf of the Data Controller (the subject of the processing), the minimum security measures that are to be implemented and how inspection with the Data Processor and any Sub-Processors is to be performed.
10. The Data Processing Agreement and its associated Appendices shall be retained in writing as well as electronically by both Parties.

11. This Data Processing Agreement shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the General Data Protection Regulation or other legislation.

3 The rights and obligations of the Data Controller

1. The Data Controller shall be responsible to the outside world (including the data subject) for ensuring that the processing of personal data takes place within the framework of the General Data Protection Regulation and the Danish Data Protection Act.
2. The Data Controller shall therefore have both the right and obligation to make decisions about the purposes and means of the processing of personal data.
3. The Data Controller shall be responsible for ensuring that the processing that the Data Processor is instructed to perform is authorised in law.

4 The Data Processor acts according to instructions

1. **The Data Processor shall solely be permitted to process personal data on documented instructions from the Data Controller unless processing is required under EU or Member State law to which the Data Processor is subject; in this case, the Data Processor shall inform the Data Controller of this legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, subsection 3, para a.**
2. **The Data Processor shall immediately inform the Data Controller if instructions in the opinion of the Data Processor contravene the General Data Protection Regulation or data protection provisions contained in other EU or Member State law.**

5 Confidentiality

1. The Data Processor shall ensure that only those persons who are currently authorised to do so are able to access the personal data being processed on behalf of the Data Controller. Access to the data shall therefore without delay be denied if such authorisation is removed or expires.
2. Only persons who require access to the personal data in order to fulfil the obligations of the Data Processor to the Data Controller shall be provided with authorisation.
3. **The Data Processor shall ensure that persons authorised to process personal data on behalf of the Data Controller have undertaken to observe confidentiality or are subject to suitable statutory obligation of confidentiality.**

4. The Data Processor shall at the request of the Data Controller be able to demonstrate that the employees concerned are subject to the above confidentiality.

6 Security of processing

1. **The Data Processor shall take all the measures required pursuant to Article 32 of the General Data Protection Regulation** which stipulates that with consideration for the current level, implementation costs and the nature, scope, context and purposes of processing and the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Controller and Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
2. The above obligation means that the Data Processor shall perform a risk assessment and thereafter implement measures to counter the identified risk.
3. The Data Processor shall in ensuring the above – in all cases – at a minimum implement the level of security and the measures specified in Appendix C to this Data Processing Agreement.
4. The Parties' possible regulation/agreement on remuneration etc. for the Data Controller's or the Data Processor's subsequent requirement for establishing additional security measures shall be specified in the Parties' 'Master Agreement'.

7 Use of Sub-Processors

1. **The Data Processor shall meet the requirements specified in Article 28, sub-sections 2 and 4, of the General Data Protection Regulation in order to engage another processor (Sub-Processor).**
2. **The Data Processor shall therefore not engage another processor (Sub-Processor) for the fulfilment of this Data Processing Agreement without the prior specific or general written consent of the Data Controller.**
3. **In the event of general written consent, the Data Processor shall inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes.**
4. The Data Controller's requirements for the Data Processor's engagement of other sub-processors shall be specified in Appendix B to this Data Processing Agreement.
5. The Data Controller's consent to the engagement of specific sub-processors, if applicable, shall be specified in Appendix B to this Data Processing Agreement.

6. **When the Data Processor has the Data Controller's authorisation to use a sub-processor, the Data Processor shall ensure that the Sub-Processor is subject to the same data protection obligations as those specified in this Data Processing Agreement on the basis of a contract or other legal document under EU law or the national law of the Member States, in particular providing the necessary guarantees that the Sub-Processor will implement the appropriate technical and organisational measures in such a way that the processing meets the requirements of the General Data Protection Regulation.**

The Data Processor shall therefore be responsible – on the basis of a sub-processor agreement – for requiring that the sub-processor at least comply with the obligations to which the Data Processor is subject pursuant to the requirements of the General Data Protection Regulation and this Data Processing Agreement and its associated Appendices.

7. A copy of such a sub-processor agreement and subsequent amendments shall – at the Data Controller's request – be submitted to the Data Controller who will thereby have the opportunity to ensure that a valid agreement has been entered into between the Data Processor and the Sub-Processor. Commercial terms and conditions, such as pricing, that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the Data Controller.
8. **If the Sub-Processor does not fulfil his data protection obligations, the Data Processor shall remain fully liable to the Data Controller as regards the fulfilment of the obligations of the Sub-Processor.**

8 Transfer of data to third countries or international organisations

1. **The Data Processor shall solely be permitted to process personal data on documented instructions from the Data Controller, including as regards transfer (assignment, disclosure and internal use) of personal data to third countries or international organisations, unless processing is required under EU or Member State law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.**
2. The Data Controller's instructions or approval of the transfer of personal data to a third country, if applicable, shall be set out in Appendix C to this Data Processing Agreement.

9 Assistance to the Data Controller

1. **The Data Processor, taking into account the nature of the processing, shall, as far as possible, assist the Data Controller with appropriate technical and organisational measures,**

in the fulfilment of the Data Controller's obligations to respond to requests for the exercise of the data subjects' rights pursuant to Chapter 3 of the General Data Protection Regulation.

This entails that the Data Processor shall as far as possible assist the Data Controller in the Data Controller's responding to requests from data subjects for access to their own personal data, transfer of data of the data subject, rectification or erasure of information and restriction on the processing of the personal data of a data subject.

- 2. The Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Articles 32-36 of the General Data Protection Regulation taking into account the nature of the processing and the data made available to the Data Processor, cf. Article 28, sub-section 3, para f.**
3. The Data Controller shall pay the Data Processor separately and on an hourly basis for handling of requests and tasks according to items 9.1, 9.2, 10.2, 12.1, 12.3, 4,4, 8.3, 9, 10.1, 11, 12.2-12.3, Appendix C.7. The fee is DKK 600 for each fraction of an hour.

10 Notification of personal data breach

1. On discovery of personal data breach at the Data Processor's facilities or a sub-processor's facilities, the Data Processor shall without undue delay notify the Data Controller.

The Data Processor's notification to the Data Controller shall, if possible, take place within 12 hours after the Data Processor has discovered the breach to enable the Data Controller to comply with his obligation, if applicable, to report the breach to the supervisory authority within 72 hours.

2. According to Clause 10.1 of this Data Processing Agreement, the Data Processor shall – taking into account the nature of the processing and the data available – assist the Data Controller in the reporting of the breach to the supervisory authority.

11 Erasure and return of data

- 1. On termination of the processing services, the Data Processor shall be under an obligation, at the Data Controller's discretion, to erase or return all the personal data to the Data Controller and to erase existing copies unless EU law or Member State law requires storage of the personal data.**

12 Inspection and audit

- 1. The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and this Data Processing Agreement, and allow for and contribute to audits, including inspections, performed by the Data Controller or another auditor mandated by the Data Controller.**
2. The procedures applicable to the Data Controller's inspection of the Data Processor are specified in Appendix C to this Data Processing Agreement.
3. The Data Controller's inspection of sub-processors, if applicable, shall as a rule be performed through the Data Processor. The procedures for such inspection are specified in Appendix C to this Data Processing Agreement.
4. The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Data Controller's and Data Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.

13 Breach and disputes

1. The terms applying to regulation of breach and disputes are specified in the Parties' 'Master Agreement'.

14 Commencement and termination

1. This Data Processing Agreement shall become effective on 25 May 2018 and shall be updated regularly.
2. Both Parties shall be entitled to require this Data Processing Agreement renegotiated if changes to the law or inexpediency of the provisions contained herein should give rise to such renegotiation.
3. This Data Processing Agreement shall apply as long as the processing is performed. Irrespective of the termination of the 'Master Agreement' and/or this Data Processing Agreement, the Data Processing Agreement shall remain in force until the termination of the processing and the erasure of the data by the Data Processor and any sub-processors.

15 Data Controller and Data Processor contacts/contact points

1. The Data Controller may contact the Data Processor using the following contacts/contact points:
2. The Data Processor shall be under an obligation continuously to inform of changes to contacts/contact points.

Name: Dansk Løn Service ApS
Rie Elstrøm

E-mail: rie@dkls.dk

Position: Executive

Telephone number: Direct: +45 8757 2305
Mobile: +45 2764 9373

16 Instruction

Appendix A Information about the processing

The purpose of the Data Processor's processing of personal data on behalf of the Data Controller is:

That Dansk Løn Service is to perform payroll and personnel administration on the behalf of the Data Controller on the basis of the agreement signed for this purpose.

The Data Processor's processing of personal data on behalf of the Data Controller shall mainly pertain to (the nature of the processing):

- The Data Processor is to perform payroll and personnel administration on behalf of the Data Controller according to a separate agreement.
- The Data Processor and the Data Controller have signed an agreement for provision of payroll and personnel administration (the 'Master Agreement'). For the purpose of the provision of the services described in the 'Master Agreement', made in accordance with appli-

cable legislation within payroll and personnel administration, the Data Processor shall process a number of types of personal data, as defined below, on behalf of the Data Controller. This data is disclosed or transferred to third party in accordance with the agreement signed for provision of services by Dansk Løn Service.

The processing includes the following types of personal data about data subjects:

Name	Bank details	Income from employment
Address	CPR number	Statistics (to DI – Danish Industry, or Statistics Denmark, Industriens Pension, and others)
e-mail address	Telephone number	Attendance record
Employee number	Pensions	Refunds (Maternity leave/sickness)
ATP	SKAT (tax authorities)	Holiday account

Processing includes the following categories of data subject:

- The Data Controller’s employees
- Employer

The Data Processor’s processing of personal data on behalf of the Data Controller may be performed when this Data Processing Agreement commences. Processing has the following duration:

- Processing shall not be time-limited and shall be performed until this Data Processing Agreement is terminated or cancelled by one of the Parties.

Appendix B Terms of the Data Processor’s use of sub-processors and list of approved sub-processors

B.1 Terms of the Data Processor’s use of sub-processors, if applicable

The Data Processor has the Data Controller’s general consent for the engagement of sub-processors. The Data Processor shall, however, inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes. Such notification shall be submitted to the Data Controller a minimum of three months prior to the engagement of sub-processors or amendments coming into force. If the Data Controller should object to the changes, the Data Controller shall notify the Data Processor of this within 30 days of receipt of the notification. The Data Controller shall only object if the Data Controller has reasonable and specific grounds for such refusal.

B.2 Approved sub-processors

The Data Controller shall on commencement of this Data Processing Agreement approve the engagement of the following sub-processors:

Name	CVR no.	Address	Description of processing
Lessor	24240010	Gydevang 46 3450 Allerød	System for processing of payroll and time recording
Microsoft	13612870	Kanalvej 7 2800 Kgs Lyngby	Dansk Løn Service uses Microsoft Office 365 for e-mail services and Office documents

The Data Controller shall on the commencement of this Data Processing Agreement specifically approve the engagement of the above sub-processors for the processing described for that party. The Data Processor shall not be entitled – without the Data Controller’s explicit written consent – to engage a sub-processor for ‘different’ processing than the one that has been agreed or have another sub-processor perform the described processing.

Appendix C Instruction pertaining to the use of personal data

C.1 The subject of/instruction for the processing

The Data Processor's processing of personal data on behalf of the Data Controller shall be carried out by the Data Processor performing the following:

- The Data Processor shall perform processing in relation to payroll and personnel administration on behalf of the Data Controller and shall handle all practical functions related hereto. For example, reporting to public authorities in accordance with Danish legislation within payroll and personnel administration.

C.2 Security of processing

The level of security shall reflect that the processing is primarily processing of personal data as described in article 6 of the General Data Protection Regulation.

The Data Processor shall comply with applicable personal data protection legislation in force from time to time.

The Data Processor shall ensure that access to personal data is restricted to:

Payroll consultants and bookkeepers at Dansk Løn Service who all have a duty of secrecy.

Physical access to the office area shall be restricted to employees and consultants, if relevant, performing support tasks, who shall all sign an NDA/confidentiality declaration before they are given access to the area.

Data shall technically be protected by firewalls and all PCs and servers shall be updated regularly with antivirus software, and back-up of data shall be taken on a daily basis.

Reference is made to the annual ISAE 3000 report which may be obtained from Rie Elstrøm at kontakt@dkls.dk.

C.3 Storage period/erasure procedures

At expiry of this Data Processing Agreement, the Data Processor shall transfer a copy of all personal data that the Data Processor has received in connection with the provision of the services and/or at the request of the Data Controller destroy this information.

The destruction shall be carried out in such a manner that the data cannot be restored. The Data Processor shall at the request of the Data Controller confirm in writing that the destruction has been carried out and send a description of the destruction method applied.

C.4 Processing location

Processing of the personal data under this Data Processing Agreement cannot be performed at other locations than the following without the Data Controller's prior written consent:

- Dansk Løn Service, Enebærvej 11, DK-8653 Them

C.5 Instruction for or approval of the transfer of personal data to third countries

Personal data shall not be transferred to a third country.

C.6 Procedures for the Data Controller's inspection of the processing being performed by the Data Processor

The Data Processor shall once a year at the Data Processor's expense obtain an inspection report from an independent third party with regards to the Data Processor's compliance with this Data Processing Agreement and its associated Appendices. The Parties have agreed that and ISAE 3000 report shall be used. The inspection report may at the Data Controller's request be submitted to the Data Controller for information purposes. The Data Controller or the Data Controller's representative shall in addition have access to inspecting, including physically inspecting, the processing at the Data Processor's facilities when the Data Controller deems that this is required.

C.7 Procedures for inspection of the processing being performed by sub-processors, if applicable

The Data Processor shall once a year at the Data Processor's expense obtain an inspection report from an independent third party with regards to the Sub-Processor's compliance with this Data Processing Agreement and its associated Appendices. The Parties have agreed that the following types of inspection report may be used: ISAE 3000 standard. The inspection report may at the Data Controller's request be submitted to the Data Controller for information. The Data Processor or the Data Processor's representative shall in addition have access to inspecting, including physically inspecting, the processing at the Sub-Processor's facilities when the Data Processor (or the Data Controller) deems that this is required. Documentation for such inspections shall without delay be submitted to the Data Controller for information.

In addition to the planned inspection, the Data Processor shall be entitled to inspect the Sub-Processor when the Data Processor (or the Data Controller) deems that this is required.

Documentation for such inspections shall without delay be submitted to the Data Controller for information.

The Data Controller may – if required – elect to initiate and participate in a physical inspection at the Sub-Processor's facilities. This may apply if the Data Controller deems that the Data Processor's inspection of the Sub-Processor has not provided the Data Controller with sufficient documentation

to prove that the processing by the Sub-Processor is being performed according to this Data Processing Agreement.

The Data Controller's participation in an inspection at the Sub-Processor's facilities shall not alter the fact that the Data Processor hereafter continues to bear the full responsibility for the Sub-Processor's compliance with data protection legislation and this Data Processing Agreement.

The Data Processor's and the Sub-Processor's costs related to physical supervision/inspection at the Sub-Processor's facilities shall not concern the Data Controller if it turns out that the Sub-Processor does not comply with data protection legislation – irrespective of whether the Data Controller has initiated and participated in such inspection.