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**DATA PROCESSING AGREEMENT**  
SAFE ONLINE APS

Revision: January 25, 2021

**Contract based on the Danish Data Protection Agency's model agreement**

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR)

between

The Customer (as defined in the terms of use)

(the Data Controller)

and

Safe Online ApS

Company registration number: 38589962

Købmagergade 22, 2.

1150 Copenhagen

Denmark

(the Data Processor)

each a 'party'; together 'the parties'

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

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## **2. Preamble**

1. These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller.
2. The Clauses have been designed to ensure the parties' compliance with Article 28(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).
3. In the context of the provision of the ConnectID Data Mapper Software, the data processor will process personal data on behalf of the data controller in accordance with the Clauses.
4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
5. Four appendices are attached to the Clauses and form an integral part of the Clauses.
6. Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.
8. Appendix C contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
9. Appendix D contains provisions for other activities which are not covered by the Clauses.
10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
11. The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

## **3. The rights and obligations of the data controller**

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State<sup>1</sup> data protection provisions and the Clauses.

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<sup>1</sup> References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

2. The data controller has 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, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.

#### **4. The data processor acts according to instructions**

1. The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.
2. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the GDPR or the applicable EU or Member State data protection provisions.

#### **5. Confidentiality**

1. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
2. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

#### **6. Security of processing**

1. Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;

- b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. According to Article 32 GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.
  3. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller’s obligations pursuant to Articles 32 GDPR, by *inter alia* providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 GDPR along with all other information necessary for the data controller to comply with the data controller’s obligation under Article 32 GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

## **7. Use of sub-processors**

1. The data processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
2. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior general written authorisation of the data controller.
3. The data processor has the data controller’s general authorisation for the engagement of sub-processors. The data processor shall inform in writing the data controller of any intended changes concerning the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the data controller can be found in Appendix B.
4. Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular

providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller’s request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller.
6. The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g. enabling the data controller to instruct the sub-processor to delete or return the personal data.
7. 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. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the data controller and the data processor, including the sub-processor.

#### **8. Transfer of data to third countries or international organisations**

1. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V GDPR.
2. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, 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.
3. Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:
  - a. transfer personal data to a data controller or a data processor in a third country or in an international organization
  - b. transfer the processing of personal data to a sub-processor in a third country

- c. have the personal data processed in by the data processor in a third country
4. The data controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in Appendix C.6.
5. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

#### **9. Assistance to the data controller**

1. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
  - b. the right to be informed when personal data have not been obtained from the data subject
  - c. the right of access by the data subject
  - d. the right to rectification
  - e. the right to erasure ('the right to be forgotten')
  - f. the right to restriction of processing
  - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
  - h. the right to data portability
  - i. the right to object
  - j. the right not to be subject to a decision based solely on automated processing, including profiling
2. In addition to the data processor's obligation to assist the data controller pursuant to Clause 6.3., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:
    - a. The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, the Danish Data Protection Agency, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
    - b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;



- c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
  - d. the data controller's obligation to consult the competent supervisory authority, Danish Data Protection Agency, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.
3. The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2.

#### **10. Notification of personal data breach**

1. In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.
2. The data processor's notification to the data controller shall, if possible, take place within 72 hours after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
3. In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3)GDPR, shall be stated in the data controller's notification to the competent supervisory authority:
  - a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - b. the likely consequences of the personal data breach;
  - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
4. The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.

#### **11. Erasure and return of data**

1. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so unless Union or Member State law requires storage of the personal data.

## **12. Audit and inspection**

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
2. Procedures applicable to the data controller's audits, including inspections, of the data processor and sub-processors are specified in appendices C.7. and C.8.
3. 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. The parties' agreement on other terms**

1. The parties may agree other clauses concerning the provision of the personal data processing service specifying e.g. liability, as long as they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

## **14. Commencement and termination**

1. The Clauses shall become effective on the date of both parties' signature.
2. Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.
3. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.
4. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 11.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.

## **15. Data controller and data processor contacts/contact points**

1. The parties may contact each other using the contact points stated in the offer made by the Data Processor to the Data Controller.

## **Appendix A Information about the processing**

### **A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:**

The Data Processor is to provide services for- and on behalf of the Data Controller by providing the Data Controller with a software system for identifying, classifying and sorting documents for the purpose of sorting them and extracting information on behalf of the Data Controller. The Data Controller has instructed the Data Processor to access and store the Data Controllers' data as a prerequisite for the Data Processors successful delivery of the services. Furthermore, data processed by the Data Processor will assist to further optimize and enhance the accuracy and quality of the Services delivered by the Data Processor. The Data Controller has instructed the Data Processor to use the processed data for the Data Processor to deliver better Services to the Data Controller on a continuous basis. The Data Processors processing and storage- of the Data Controllers' personal data as described above, is not limited by time but will last until the Data Controller in writing requests either its deletion or return to the Data Controller.

### **A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):**

See above.

### **A.3. The processing includes the following types of personal data about data subjects:**

For each Data Subject the following personal data can be identified:

(A): Name, workplace and e-mail addresses (for users of the software); and

(B): Name, e-mail address, address and phone number including possible information on health, salary, employment terms, title, social security number (CPR), payment information, and position (for persons whose data is contained in the documentation). This list is not exhaustive as documents can contain other data unknown to the Data Processor.

### **A.4. Processing includes the following categories of data subject:**

(A) Users of the software services, and

(B) Persons whose data is contained in the documentation uploaded by the Data Controller, and in data made available to the Data Processor in the software system.

### **A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:**

As long as the Data Controller is a customer of the Data Controller.

## **Appendix B Authorised sub-processors**

### **B.1. Approved sub-processors**

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors:

Microsoft Azure at the following locations:

- (A) Amsterdam, The Netherlands (“Azure” server location supplied by Microsoft);
- (B) Frankfurt, Germany (“AWS” server location supplied by Amazon (Sub-Processor)); and
- (C) Copenhagen, Denmark (Data Processor’s on-premise server location (Sub-Processor)).

The data controller shall on the commencement of the Clauses authorise the use of the abovementioned sub-processors for the processing described for that party. The data processor shall not be entitled – without the data controller’s explicit written authorisation – to engage a sub-processor for a ‘different’ processing than the one which has been agreed upon or have another sub-processor perform the described processing.

## Appendix C Instruction pertaining to the use of personal data

In addition to the information stated in Appendix B, a majority of this information is found in the general terms entered into between the Data Processor and the Data Controller such as the services to be performed by the Data Processor.

### Security of processing

The level of security shall take into account:

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. That the Data Processor's services aim to locate personal data which also include personal data subject to Article 9 of the GDPR on 'special categories of personal data' which is why a 'high' level of security is established.
4. In addition to the security overview in Figure 1 below, the Data Processor highlights the following measures:

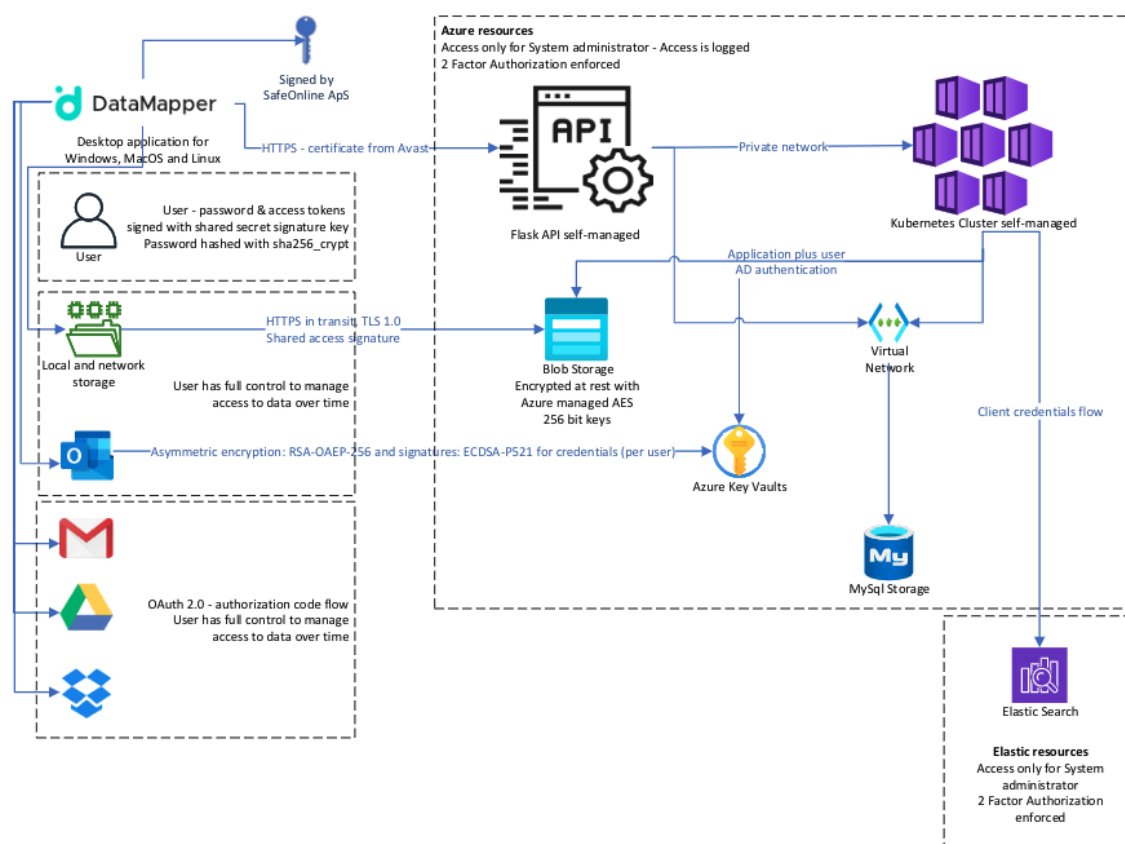


Figure 1: Connectid DataMapper, security overview

- a. All data in transit is encrypted using SSL encryption standards Data encryption in transit is HTTPS - always asymmetric.
- b. When data is at rest it is encrypted with Azure managed AES-256 bit keys

- c. The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- d. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- e. A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- f. Passwords in clear text must not be transferred over the internet. Master Data must be separated from product data.
- g. The Data Processor must be able to restore personal data from a backup on daily basis
- h. Change and access to Master Data must be logged
- i. Data transfer of personal data over the internet to the online services and products provided by the Data Processor should be performed securely (using Connectid Mail utilizing HTTPS/TLS technology)
- j. The Data Processor must validate system integrity and security of updates to the services and products made available
- k. The Data Processor employ continuous self-evaluation to evaluate the organizational and technical measures used to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services

The Data Processor shall hereafter be entitled and under obligation to make decisions about the technical and organisational security measures that are to be applied to create the necessary (and agreed) level of data security.

As the Data Processor has no access to personal data in the scanned documents, it is not applicable to apply pseudonymisation of the personal data.

All employees with the Data Processor are subject to strict confidentiality measures during and after their employment. Furthermore, all employees are subject to ongoing review and education to maintain a constant mindset of compliance and security.

As the Data Processor only supplies storage of data through Microsoft Azure as listed in Appendix B, we acquire the latest and most up-to-date security measures offered by Microsoft Azure which can be found here: <https://azure.microsoft.com/en-us/overview/security/>

All actions on the Data Processor's platform and any actions taken by anyone using the infrastructure supporting the platform is tracked and fully logged by log service, NewRelic

### **Storage period/erasure procedures**

The storage of personal data is strictly a matter for the Data Controller to consider as the Data Processor does not have any control over creation, storing or deletion of the personal data on the platform.

Upon termination of the provision of personal data processing services, the Data Processor shall either delete or return the personal data in accordance with Clause 11.1., unless the Data Controller – after the signature of the Agreement – has modified the Data Controller's original choice. Such modification shall be documented and kept in writing.

**Instruction on the transfer of personal data to third countries**

If the Data Controller has not in this Agreement or subsequently provided documented instructions pertaining to the transfer of personal data to a third country, the Data Processor shall not be entitled to perform such transfer.

**Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor**

The Data Controller or the Data Controller's representative may perform a physical inspection of the places, where the processing of personal data is carried out by the Data Processor, including physical facilities as well as systems used for and related to the processing to ascertain the Data Processor's compliance with the GDPR, the applicable EU or Member State data protection provisions and the Agreement. The Data Controller may perform an inspection of the Data Processor when the Data Controller deems it required.

The data controller's costs, if applicable, relating to inspections shall be covered by the Data Controller. The Data Processor must, however, be under obligation to set aside the resources (mainly time) required for the Data Controller to be able to perform the inspection.