

# DATA PROCESSING AGREEMENT

## Appendix to Agreement about Danløn

This data processing agreement is an appendix to the Agreement about Danløn entered into by the Parties (the "Agreement about Danløn"). This data processing agreement is an integral part of the Agreement about Danløn as set out in the provisions regarding processing of personal data in the Agreement about Danløn.

The following data processing agreement ("the Agreement") is hereby entered into by and between the entity called the Customer in the Agreement about Danløn (the "Customer") and Danske Lønssystemer A/S, CVR nr.: 15611472, Gydevang 46, 3450 Allerød, Denmark (the "Supplier"), together referred to as the "Parties" and separately as a "Party":

### **1 Scope of the Agreement**

- 1.1 The Supplier is the Customer's data processor, as the Supplier carries out the data processing tasks described in Appendix 1 on behalf of the Customer.
- 1.2 The personal data processed by the Supplier, the purposes of the processing, the categories of personal data and the categories of data subjects are specified in Appendix 1.
- 1.3 The Agreement only governs the processing of personal data performed by the Supplier on behalf of the Customer.
- 1.4 "Personal data" is defined as any information relating to an identified or identifiable natural person, in accordance with article 4(1) of the Regulation (EU) 2016/679 of 27 April 2016 (the "General Data Protection Regulation").

### **2 Processing of Personal Data**

- 2.1 The Supplier will only process personal data on instruction from the Customer.
- 2.2 Instruction: The Supplier is instructed only to process personal data with the purpose to carry out the data processing tasks specified in Appendix 1. The Supplier may not process or use the personal data for purposes other than the ones specified in the instruction, including transferring personal data to a third country or an international organization, unless EU law or the legislation of a state to which the Supplier is subject requires the Supplier to do so, in which case the Supplier must inform the Customer in writing of this legal obligation before the processing is commenced,

unless the legislation concerned prohibits such notification on important grounds of public interests.

2.3 If the Supplier considers an instruction given by the Customer to be incompatible with the General Personal Data Regulation, other EU data protection legislation or data protection legislation of an EU member state, the Supplier must inform the Customer in writing.

2.4 The Customer warrants that the Customer has all necessary rights to process all personal data governed by the Agreement and to let the Supplier process such personal data on behalf of the Customer, including but not limited to having acquired relevant consents.

### **3 Requirements for the Supplier**

3.1 The Supplier must process personal data in compliance with applicable Danish data protection regulation, including the General Personal Data Regulation, once it enters into force

3.2 The Supplier must ensure that the persons authorized to process personal data have committed themselves to confidentiality or are bound by an appropriate statutory professional secrecy obligation.

3.3 The Supplier must implement appropriate technical and organizational security measures to protect the processed personal data against

- (i) accidental or unlawful destruction, loss or alteration,
- (ii) unauthorized disclosure or access, or
- (iii) processing in breach of applicable legislation including the General Personal Data Regulation.

3.4 The Supplier must also comply with any legally binding standards on security measures, which bind the Supplier directly, including any standards on security measures in the country in which the Supplier is established or in the country in which the data processing takes place.

3.5 The appropriate technical and organizational security measures must be determined with consideration given to

- (i) the current technical level,
- (ii) the implementation costs,
- (iii) the character, extent, context and purpose of the processing as well as the risks of varying probability and seriousness posed to the rights and freedoms of natural persons.

3.6 At the request of the Customer, the Supplier must provide the Customer with the information necessary to ensure that the Supplier complies with the obligations under the Agreement, including that the necessary technical and organizational security measures have been implemented.

3.7 Each year, the Supplier must, at his own expense, obtain a declaration from an independent expert concerning the Supplier's fulfillment of the requirements for the security measures stated in the Agreement. The declaration must be uploaded to the Supplier's website [www.danlon.dk](http://www.danlon.dk) once per year. The supplier can designate a new webpage for the uploading of the declaration. The Customer must be notified about such a change in writing.

3.8 Additionally, the Customer is entitled to appoint an independent expert at the Customer's own expense who is entitled to have access to the parts of the physical facilities of the Supplier where personal data is processed and to receive necessary information to investigate whether the Supplier has implemented appropriate technical and organizational security measures. The independent expert appointed by the Customer cannot get access to information about the general cost structure of the Supplier or to information concerning other customers of the supplier. At the request of the Supplier, the expert must sign a non-disclosure agreement. Irrespective of whether a non-disclosure agreement has been signed or not, the expert must treat any information gathered or received from the Supplier confidentially and may under any circumstances only share such information with the Customer. The Customer may not disclose the information to any third party or use the information for any other purpose than to evaluate whether the Supplier has taken the necessary technical and organizational security measures.

3.9 The Supplier must, without undue delay after becoming aware of such circumstances, inform the Customer in writing about

- (i) any request of an authority for disclosure of personal data covered by the Agreement unless the Supplier is prohibited to inform the Customer pursuant to EU law or the legislation of a state that applies to the Supplier,
  - (ii) any suspicion or observation of (a) security breaches leading to accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access to personal data transmitted, preserved or in any other way processed by the Supplier under this Agreement, or (b) any other non-compliance with the obligations of the Supplier under clause 3.3 and 3.4, or
  - (iii) any request for access to personal data received directly from a data subject or from a third party.
- 3.10 The Supplier must assist the customer in the handling of any request from a data subject covered by chapter III of the General Data Protection Regulation, including requests for access, rectification, blocking and erasure.
- 3.11 The Supplier must assist the Customer in ensuring compliance with the Customer's obligations pursuant to articles 32 to 36 of the General Data protection Regulation and the legislation of a member state under which the assistance of the Supplier is required to the extent that the assistance of the Supplier is necessary for the Customer to comply with such obligations. This includes the provision of necessary information to the Customer of an incident covered by clause 3.9 (ii) as well as all necessary information for the use of an impact assessment under article 35-36 of the General Data Protection Regulation, to the extent the Supplier has access to such information.
- 3.12 The physical locations of servers, service centers etc. that are used for the processing of personal data are listed by the Supplier in Appendix 1. The Supplier is obligated to inform the Customer in writing before changing the physical location. This does not require a formal amendment of Appendix 1. A prior written notice by mail or email is sufficient.
- 3.13 The Customer pays the Supplier for the time and material spent on any services, which the Customer requests the Supplier to carry out under clauses 3.6, 3.8, 3.9 (i) and (iii), 3.10, 3.11, 7.4 and 7.5 of the Agreement. The cost of the services follows the prices listed on the Supplier's website at [www.danlon.dk](http://www.danlon.dk), or any website the Supplier designate in its place.

## **4 Sub-processors**

- 4.1 The Supplier is entitled to use sub-processors. At the time when the Agreement enters into force, the Supplier uses the sub-processors specified in Appendix 2. The Supplier must provide a written notice to the customer describing any planned changes concerning addition or replacement of sub-processors no later than two months before the change takes place. During the first 2 weeks following the Supplier's provision of notice regarding the planned change, the Customer may reject the use of the new sub-processors, in which case the Supplier may terminate any agreements with the Customer under which the Supplier processes personal data on behalf of the Customer with 1 month's written notice. Upon termination of the use of a sub-processor, the Supplier must inform the Customer in writing.
- 4.2 Before using a sub-processor, the Supplier must enter into a written agreement with the sub-processor, in which at least equivalent obligations as assumed by the Supplier under the Agreement are imposed on the sub-processor, including the obligation to carry out appropriate technical and organizational measures to ensure that the processing satisfies the requirements of the general data protection regulation.
- 4.3 The Customer is entitled to be provided with a copy of all parts of agreements between the Supplier and sub-processors regulating data protection obligations mandatory under clause 4.2. The Supplier is liable for the sub-processor's performance of the data protection obligations. The fact that the Customer has consented to the Supplier entering into a contract with a sub-processor is without prejudice to the Supplier's obligation to comply with the Agreement.

## **5 Confidentiality**

- 5.1 The Supplier must treat personal data confidentially.
- 5.2 The Supplier may not disclose personal data to any third party unless this is necessary to be able to carry out the Supplier's obligations towards the Customer, provided the person to whom the personal data is disclosed is aware of the information's confidential nature and has agreed to keep the information confidential according to this Agreement, or if such disclosure is required by law.
- 5.3 The Supplier must limit access to the personal data to employees for whom it is

necessary to have access to personal data to be able to perform the obligations of the Supplier to the Customer.

- 5.4 The obligations of the Supplier under clause 5 are not subject to any time barring irrespective of whether the parties' cooperation is terminated.

## **6 Amendments and Transfers**

- 6.1 The Agreement may be changed in accordance with the change procedures set out in the Agreement about Danløn.

- 6.2 The Supplier may transfer its rights and obligations under the Agreement without consent of the Customer, provided the entity to which the rights and obligations are transferred commits to process personal data in compliance with the Agreement.

## **7 Duration and Termination**

- 7.1 The term of the Agreement will be the same as the term of the Agreement about Danløn. Upon termination of the Agreement about Danløn, the Agreement will terminate.

- 7.2 Either Party may terminate the Agreement on the same terms that apply to the Agreement about Danløn.

- 7.3 Regardless of the formal agreement period, the Agreement remains in force as long as the Supplier processes personal data on behalf of the Customer for which the Customer is the data controller, however, only to the Supplier's processing such personal data.

- 7.4 In the event of termination and upon request of the Agreement, the Supplier must loyally help ensuring that the data processing is passed to another supplier or transferred back to the Customer.

- 7.5 At the request of the Customer and by termination of the Agreement, the Supplier must transfer personal data processed by the Supplier on behalf of the Customer to the Customer or delete such personal data unless EU law or the legislation of an EU member state requires data preservation.

## **8 Notifications**

- 8.1 When a Party is required to provide written notice to the other Party under the Agreement, such obligation may be fulfilled, inter alia, by providing such notice via email to the other Party's most recently announced email address. The Supplier may also provide written notice to the Customer by posting messages directly in the system, to which the Customer has received a license of use under the Agreement about Danløn.

## **9 Precedence**

- 9.1 In the event of a conflict between the provisions of the Agreement and the provisions of other written or oral agreements concluded between the parties, the provisions of the Agreement prevail.

## **APPENDIX 1**

This appendix constitutes, inter alia, the Customer's instruction to the Supplier relating to the processing of data carried out by the Supplier on behalf of the Customer, and it is an integral part of the Agreement.

### ***Instruction and description of the processing of personal data in Danløn***

#### *Purpose and nature of the data processing*

The purpose of entrusting the data processing activities to the Supplier is to let the Customer use Danløn, which is an IT-system accessed by the Customer online, hosted and run by the Supplier. Danløn helps facilitating the Customer's payroll management, tax and pension matters relating to the Customer's employees, administration of holidays for the Customer's employees, payment of wages, and other payroll related administration. This also entail transfer of personal data to SKAT (Danish tax authorities), pension companies, Nets (digital payments system), Danmarks Statistik (Statistics Denmark) etc. on behalf of the Customer.

#### *Categories of registered data subjects*

- I. The Customer's potential employees if the Customer enters details about such persons in Danløn.
- II. The Customer's current employees if the Customer enters details about such persons in Danløn.
- III. The Customer's former employees if the Customer enters details about such persons in Danløn.

#### *Categories of personal data processed*

For the above-mentioned categories of registered data subjects, the following personal data is processed: Name, address, CPR-number and date of employment. Furthermore, information regarding the data subjects' payroll details such as salary, taxes, pension, holidays, disbursements etc., including any personal data the Customers registers into Danløn regarding the data subjects, are processed. For optimal use of Danløn, email addresses, cell phone numbers and bank account details of the data subjects are also processed. For the data subjects in category II the date of resignation is also processed.

#### *Special categories of personal data processed*



Depending on the recipient of holiday allowances, it is possible to determine the union membership of the data subject.

***Data processing locations***

Gydevang 46  
DK 3450 Allerød  
Denmark

Skomagervej 10  
DK 7100 Vejle  
Denmark

***Transmission of data***

The Supplier may transfer personal data on behalf of the Customer as part of the services provided to the Customer by the Supplier, e.g. to SKAT (Danish tax authorities), pension companies, Nets (digital payments system), Danmarks Statistik (Statistics Denmark) etc.

**APPENDIX 2 -specification of current sub-processors**

The Supplier cooperates with the Danish postal operator. The cooperation makes it possible to distribute pay slips via the digital mailbox (e-Boks) if this has been agreed with the Customer.

Post Danmark A/S  
Hedegaardvej 88  
2300 København S  
Denmark