

[processor]

# DATA PROCESSING AGREEMENT

**Between**

Customer

**and**

Dropboy ApS  
Sundkaj 125  
2150  
Nordhavn  
Denmark

This data processing agreement (the "Agreement") is entered into on 07/17-2019 between:

1. Customer \_\_\_\_\_, a company incorporated in Denmark under the register no. \_\_\_\_\_ and VAT no. 36464127 (the "Customer"); and
2. Dropboy ApS, a company incorporated in Denmark under the register no. 39189151 and VAT no. \_\_\_\_\_ (the "Supplier").

The Customer and the Supplier hereinafter collectively referred to as the "Parties" and separately as a "Party".

## 1. Scope of the Agreement

- 1.1. The Supplier acts as a data processor for the Customer, as the Supplier process personal data for the Customer as set out in Annex 1.
- 1.2. The personal data to be processed by the Supplier concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Annex 1.
- 1.3. "Personal data" means any information relating to an identified or identifiable natural person, see article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "GDPR"). If other confidential information than personal data is processed for the purpose of fulfilling the Agreement, e.g. information considered confidential according to the Financial Business Act, any reference to "personal data" shall include the

other confidential information.

## **2. Processing of personal data**

2.1. Instructions: The Supplier is instructed to process the personal data only for the purposes of providing the data processing services set out in Annex 1. The Supplier may not process or use the Customer's personal data for any other purpose than provided in the instructions, including the transfer of personal data to any third country or an international organisation, unless the Supplier is required to do so according to Union or member state law. In that case, the Supplier shall inform the Customer in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.2. If the Customer in the instructions in Annex 1 or otherwise has given written permission to a transfer of personal data to a third country or to international organisations, the Supplier shall ensure the legal basis for the transfer exists and is documented, e.g. the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries.

2.3. In case the Supplier considers an instruction from the Customer to be in violation of the GDPR, or any other Union or member state data protection provisions, the Supplier must immediately inform the Customer about this in writing.

2.4. Should the Supplier be subject to legislation of a third country, the Supplier declares not to be aware of the mentioned legislation preventing the Supplier from fulfilling the Agreement, and that the Supplier will notify the Customer in writing without undue delay, if the Supplier becomes aware of any current or possible future hindrance of this type.

## **3. The supplier's obligations**

3.1. The Supplier shall always ensure that the persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2. The Supplier shall always ensure that appropriate technical and organisational measures are implemented to prevent that the personal data processed is;

- i. accidentally or unlawfully destroyed, lost or altered,
- ii. disclosed or made available without authorisation, or
- iii. otherwise processed in violation of applicable laws, including the GDPR.

3.3. The Supplier shall always comply with the special data security requirements that apply to the Customer, see Annex 1, and with any other applicable data security requirements which is directly incumbent on the Supplier; including the data security requirements in the Suppliers country of establishment, or in the country where the data processing will be performed.

3.4. The appropriate technical and organisational security measures must be determined with due regard for

- i. the current state of the art,
- ii. the cost of their implementation, and
- iii. 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.

3.5. Upon request the Supplier shall provide the Customer with the information necessary to enable the Customer to ensure that the Supplier complies with its obligations under the Agreement, including ensuring that the appropriate technical and organisational security measures have been implemented.

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3.6. Furthermore, the Customer is entitled, at its own cost, to appoint an independent expert who shall have access to the Supplier's data processing facilities and receive the necessary information in order to audit whether the Supplier complies with its obligations under the Agreement, including ensuring that the appropriate technical and organisational security measures have been implemented. Upon the Supplier's request the expert shall sign a non-disclosure agreement, and treat all information obtained or received from the Supplier confidentially, and may only share the information with the Customer.

3.7. The Supplier must provide information related to the provision of the services to authorities or the Customer's external advisors, including auditors, if this is necessary for the performance of their duties in accordance with Union or member state law.

3.8. The Supplier must give authorities who by union or member state law have a right to enter the Customer's or the Customer's supplier's facilities, or representatives of the authorities, access to the Supplier's physical facilities against proper proof of identity.

3.9. The Supplier must without undue delay after becoming aware of the facts in writing notify the Customer about:

- i. any request for disclosure of personal data processed under the Agreement by authorities, unless expressly prohibited under Union or

member state law,

- ii. any suspicion or finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Supplier under the Agreement, or (b) other failure to comply with the Supplier's obligations under Clause 3.2 and 3.3, or
- iii. any request for access to the personal data received directly from the data subjects or from third parties.

3.10. The Supplier must assist the Customer without delay with the handling of any requests from data subjects under Chapter III of the GDPR, including requests for access, rectification, blocking or deletion. The Supplier must also assist the controller by implementing appropriate technical and organisational measures, for the fulfilment of the Customer's obligation to respond to such requests.

3.11. The Supplier must assist the Customer with meeting the obligations that may be incumbent on the Customer according to Union or member state law where the assistance of the Supplier is implied, and where the assistance of the Supplier is necessary for the Customer to comply with its obligations. This includes, but is not limited to, at request to provide the Customer with all necessary information about an incident under Clause 3.9 (ii), and all necessary information for an impact assessment in accordance with article 35 and 36 of the GDPR.

3.12. In Annex 1, the Supplier has stated the physical location of the servers, service centers etc. used to provide the data processing services. The Supplier undertakes to keep the information about the physical location updated by providing a prior written notice of two months to the Customer. Such amendment of Annex 1, does not require formal amendment, but can be performed with prior written notice by mail or email.

## 4. Subsuppliers

4.1. The Supplier may engage a subsupplier. At the time of the Agreement, the Supplier uses the subsuppliers set out in Annex 2. The Supplier undertakes to inform the Customer of any intended changes concerning the addition or replacement of a subsupplier by providing a written notice two months prior to the Customer. The Customer may object to the use of a subsupplier without cause. Objection from the Customer to the use of one or more subsuppliers may impact the service delivery from the Supplier. Such limitations in service shall not give rise to any further liability or change in compensations to the Supplier. The Supplier must inform the Customer in writing if the use of a subsupplier is discontinued.

4.2. Prior to the engagement of a subsupplier, the Supplier shall ensure a written agreement with the subsupplier is in place, ensuring at least the same data protection obligations as set out in the Agreement are imposed on the subsupplier, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

4.3. The Customer has the right to receive a copy of the Supplier's agreement with the subsupplier related to the provisions for data protection obligations. The Supplier shall remain fully liable to the Customer for the performance of the subsupplier's obligations. The fact that the Customer has given consent to the Supplier's use of a sub-supplier is without prejudice for the Supplier's duty to comply with the Agreement.

## **5. Confidentiality**

5.1. The Supplier shall keep personal data confidential.

5.2. The Supplier shall not disclose the personal data to third parties nor take copies of personal data unless strictly necessary for the performance of the Supplier's obligations towards the Customer according to the Agreement, and on the condition that whoever the personal data is disclosed to understands the confidential nature of the data and has accepted to keep the personal data confidential in accordance with this Agreement.

5.3. If the Supplier is a legal entity all terms of the Agreement apply to any of the Supplier's employees and the Supplier must ensure that its employees comply with the Agreement.

5.4. The Supplier must limit the access to the personal data to employees for whom access to said data is necessary to fulfil the Supplier's obligations towards the Customer.

5.5. The obligations of the Supplier under Clause 5 persist without time limitation and regardless of whether the cooperation of the Parties has been terminated.

5.6. The Customer shall treat confidential information received from the Supplier confidentially and may not unlawfully use or disclose the confidential information.

## **6. Assignments and Amendments**

6.1. The Parties may at any time agree to amend this Agreement in writing.

6.2. The Supplier can only assign or transfer any of its rights or obligations arising from this Agreement with prior written consent from the Customer.

## 7. Termination of the agreement

- 7.1. The Agreement enters into force when signed by both Parties and remains in force until terminated by one of the Parties.
- 7.2. Each party may terminate the Agreement upon 3 months written notice.
- 7.3. Regardless of the term of the Agreement, the Agreement shall be in force as long as the Supplier processes the personal data, for which the Customer is data controller.
- 7.4. In case of termination of the Agreement, the Supplier must provide the necessary transition services to the Customer. The Supplier is obliged to loyally and as quickly as possible assist with transferring the personal data to another supplier or return them to the Customer.
- 7.5. On the Customer's request the Supplier shall immediately transfer or delete personal data, which the Supplier is processing for the Customer, unless Union or member state law requires storage of the personal data.
- 7.6. The Supplier cannot condition the full and unlimited compliance with the Customer's instructions on the Customer's payment of outstanding invoices etc., and the Supplier has no right of retention in the personal data.

## 8. Priority

- 8.1. If any of the provisions of the Agreement conflict with the provisions of any other written or oral agreement concluded between the Parties, then the provisions of the Agreement shall prevail. However, the requirements in Clause 3 do not apply to the extent that the Parties in another agreement have set out stricter obligations for the Supplier. Furthermore the Agreement shall not apply if and to the extend the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries are concluded and such clauses set out stricter obligations for the Supplier and/or for sup-suppliers.
- 8.2. This Agreement does not determine the Customer's remuneration of the Supplier for the Supplier's services according to the Agreement.

For and on behalf of the Customer

Date: 07/17-2019

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Name:

Title: \_\_\_\_\_

Email:

Phone:

For and on behalf of the Supplier

Date: 07/17-2019

\_\_\_\_\_  
Name: Jakob Ellehauge Sode

Title: CEO

Email: jes@dropboy.com

Phone: +45 72 30 44 00

## **ANNEX 1**

This Annex constitutes the Customer's instruction to the Supplier in connection with the Supplier's data processing for the Customer, and is an integrated part of the Agreement.

### ***The processing of personal data***

#### **a) Purpose and nature of the processing operations**

- Transport af varer

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#### **b) Categories of data subjects**

- Business customers
- Private customers

#### **c) Categories of personal data**

- Business customers: Email, Names, Location Data, Online Identifier/Cookies,

Addresses, Phone number, License plate, Profilbilleder

- Private customers: Email, Names, Location Data, Addresses, Phone number

**d) Special categories of data**

Special categories of data concern data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data when processed for the purpose of unique identification of a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation and personal data about criminal convictions and offences.

None

**e) Location(s), including name of country/countries of processing**

Dropboy ApS  
Sundkaj 125  
2150  
Nordhavn  
Denmark

Specific location of data storage:

Dropboy is using subcontractors for sub-processing of data and which have all signed GDPR compliant Data Processor Agreements with Dropboy.

**f) Special requirements to security measures that apply to the Customer**

State any special security requirements that apply to the Customer, for example pursuant to sector specific regulation or the Customer's specific requirements to security.

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**ANNEX2**

***Subsuppliers***

mLab Inc

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Amazon Web Services Inc

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Cloudflare Inc

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Heroku Inc (Salesforce Inc)

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