

DATA PROCESSOR AGREEMENT

The following data processor agreement ("the Agreement") is hereby entered into between the "Customer" (the legal entity referred to as the Customer in the Agreement on iPos) and iPos ApS, CVR no. : 36968001, Nyvang 7, 5500 Middelfart (the "Supplier"), collectively referred to as "Parties" and separately a "Party":

1 Scope of the agreement

- 1.1 The Supplier is the data processor for the Customer, as the Supplier handles the data processing tasks for the Customer described in Appendix 1.
- 1.2 Appendix 1 describes:
 - The personal information processed by the Supplier
 - The purposes of the treatment
 - The categories of personal information
- 1.3 The agreement only regulates the processing of personal data that the Supplier carries out for the Customer.
- 1.4 "Personal data" means any kind of information about an identified or identifiable natural person, in accordance with Article 4 (1) of Regulation (EU) 2016/679 of 27 April 2016 (Personal Data Regulation).

2 Processing of personal data

- 2.1 The Supplier only processes personal information according to instructions from the Customer.
- 2.2 Instructions: The supplier is instructed to process the personal data solely for the purpose of carrying out the data processing tasks set out in Appendix 1. The Supplier may not process or use the personal data for purposes other than those specified in the instructions, including transferring the personal data to a third country or an international organization, unless the Supplier is obliged to do so under EU law or the law of a Member State to which the Supplier is subject. In such case, the Supplier shall notify the Customer in writing of this legal obligation before the commencement of the treatment, unless the relevant legislation on the basis of important societal interests prohibits such notification.
- 2.3 If, in the Supplier's opinion, an instruction is in conflict with the Personal Data Act or the Personal Data Ordinance, the Data Processor must inform the Data Controller thereof.
- 2.4 The Customer guarantees to the Contractor that he has the necessary right to process personal data covered by the Agreement and to have the Contractor process this personal data on his behalf, including but not limited to by collecting relevant consents.

3 Requirements for the Supplier

- 3.1 The Supplier shall process personal data in accordance with applicable Danish personal data legislation, including the Personal Data Ordinance, when this enters into force.
- 3.2 The Supplier shall ensure that the persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality.
- 3.3 The Supplier shall implement the appropriate technical and organizational security measures against the processing of personal data

(i) is accidentally or unlawfully destroyed, lost or altered, (ii) disclosed or made available without authorization, or

(iii) otherwise treated in violation of the law, including
Personal Data Ordinance.

- 3.4 Taking into account the technology available and the costs of implementation, as well as the scope, context and purpose of the Processing, the Supplier is obliged to take all reasonable measures, including technical and organizational, to ensure an adequate level of security in relation to the risk and category of Personal Data to be protected.
- 3.5 The Supplier shall, at the Customer's request, provide the Customer with all necessary information to enable it to ensure that the Supplier's obligations under the Agreement are complied with, including that the necessary technical and organizational security measures have been complied with.
- 3.6 The Customer has the right to appoint an independent expert at his own expense, who must have access to the parts of the Supplier's physical facilities where processing of personal data takes place, as well as receive the necessary information to carry out the investigation of whether the Supplier has completed the said technical and organizational security measures. The Customer's independent expert may not gain access to information about the Supplier's general cost structure or to information relating to other of the Supplier's customers. The Expert must, at the Supplier's request, sign a customary declaration of confidentiality and must in any case treat any information obtained from or received from the Supplier confidentially, and may only share the information with the Customer.
- 3.7 The Supplier must, without undue delay after becoming aware of this, inform the Customer in writing
- (in) any request from an authority for the transfer of personal data covered by the Agreement, unless information of the Customer is prohibited under EU law or the law of a state to which the Supplier is subject,
 - (ii) any suspicion of, or finding of, (a) breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed by the Supplier in accordance with The Agreement, or (b) any other non-compliance with the Supplier's obligations under clauses 3.3 and 3.4, or any request for access to the
 - (iii) personal data received directly from the data subject or from third parties.
- 3.8 The Supplier shall assist the Customer with the handling of any request from a data subject in accordance with Chapter III of the Personal Data Ordinance, including requests for insight, correction, blocking or deletion.
- 3.9 The Supplier shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32-36 of the Personal Data Ordinance, as well as other obligations that may be incumbent on the Customer under EU law or the law of a Member State where the Supplier's assistance is provided, but only to the extent The Supplier's assistance is necessary for the Customer to meet its obligations. This includes, upon request, providing the Customer with all necessary information about an incident covered by clause 3.9 (ii), as well as all necessary information for the purpose of an impact assessment pursuant to Articles 35-36 of the Personal Data Ordinance to the extent that the Supplier has access to such information.
- 3.10 In Appendix 1, the Supplier has stated the physical location of servers, service centers, etc. which is part of the execution of the data processing. The Supplier undertakes to give written notice to the Customer prior to changes in the physical location. This does not require a formal amendment to Appendix 1, prior written notice is sufficient.

3.11 The Customer remunerates the Supplier separately and after elapsed time and material to handle inquiries and tasks in accordance with clause of the Agreement. 3.5, 3.6, 3.7 (i) and (iii), 3.8, 3.9, 7.4 and 7.5. The fee is determined according to the Supplier's current hourly rates.

4 Sub-processors

- 4.1 The Customer gives the Supplier consent to the use of sub-data processors, provided that the conditions set out in the Agreement for this are met. The Customer can always see the Supplier's sub-data processors on the Supplier's website at [https://www.iPos.dk/persondataforordning /](https://www.iPos.dk/persondataforordning/).
- 4.2 The sub-data processor is under the Supplier's instructions. The Supplier has entered into a written data processor agreement with the sub-data processor, in which it is ensured that the sub-data processor meets requirements corresponding to those imposed on the Supplier by the Customer pursuant to the Agreement.
- 4.3 Costs associated with the establishment of the contractual relationship with a sub-processor, including costs for the preparation of a data processor agreement and any establishment of a basis for transfer to third countries, are borne by the Supplier and are thus irrelevant to the Customer.
- 4.4 Should the Customer wish to instruct sub-data processors directly, this should only be done after discussion with and via the Supplier. If the Customer submits instructions directly to sub-data processors, the Customer must at the same time notify the Supplier of the instructions and the background for this. Where the Customer instructs sub-processors directly,
- a) the Supplier is exempt from any liability and any consequence of such instruction is the sole responsibility of the Customer,
 - b) the Customer is liable for any costs that the instruction may entail for the Contractor, including the Contractor is entitled to invoice the Customer with his usual hourly rate for all working hours that such direct instruction may entail for the Contractor and
 - c) The customer is responsible to sub-processors for any cost, remuneration or other payment to the sub-processor that the direct instruction may entail.
- 4.5 Upon entering into this Agreement, the Customer accepts that the Supplier is entitled to change sub-processor, provided that
- a) any new sub-data processor complies with similar conditions as set out in this section. 4 to the current sub-processor and that
 - b) The Customer no later than at the beginning of any other sub-data processor's commencement of the processing of personal data for which the Customer is data responsible, appears on the Supplier's website.

5 Confidentiality

- 5.1 The supplier must keep the personal information confidential.
- 5.2 The Supplier may not disclose the personal data to third parties or take a copy of the personal data, unless this is necessary to fulfill the Supplier's obligations to the Customer, provided that the person to whom the personal data is transferred is aware of the confidential nature of the data and has agreed to keep the personal data. confidential in accordance with the Agreement, or this follows from a statutory obligation of the Supplier.
- 5.3 The Supplier must restrict access to the personal data to those employees for whom it is necessary to have access to personal data in order to fulfill the Supplier's obligations to the Customer.

5.4 The Supplier's obligations under this clause 5 exist without time limit, and regardless of whether the Parties' cooperation may otherwise have ceased.

5.5 The Customer must treat confidential information received from the Supplier confidentially, and may not unjustifiably use or pass on the confidential information.

6 Changes and transfers

6.1 The Supplier may transfer its rights and obligations under the Agreement without the Customer's consent, provided that the person to whom rights and / or obligations are transferred is obliged to process personal data in accordance with the requirements applicable to the Supplier, according to the Agreement.

7 Duration and termination of the Agreement

7.1 The Agreement enters into force at the same time as the Agreement on iPos and is effective until the Agreement on iPos expires.

7.2 Either Party may terminate the Agreement under the same terms as in the iPos Agreement.

7.3 Irrespective of the agreement's formal agreement period, the Agreement shall continue to apply as long as the Contractor processes personal data for the Customer for which the Customer is data responsible, but only for the personal data which is processed for the Customer at any time by the Contractor.

7.4 In the event of termination of the Agreement, the Supplier is obliged to, upon request, loyally contribute to the data processing being transferred to another Supplier or returned to the Customer.

7.5 The Supplier shall, at the request of the Customer and upon termination of the agreement, transfer personal data which the Supplier processes and / or has processed for the Customer, to the customer or delete them, unless EU law or the law of a Member State prescribes the storage of personal data.

8 Messages

8.1 In the event that a Party is required by the Agreement to give written notice to the other Party, this obligation may be fulfilled by sending an e-mail to the other Party's most recently provided e-mail address. The Supplier may also fulfill its obligation to give written notice by broadcasting news directly in the system, which the customer has been granted a license to use in accordance with the Agreement on iPos.

9 Priority

9.1 In the event of any inconsistency between the provisions of the Agreement and the provisions of other written or oral agreements entered into between the Parties, the provisions of the Agreement shall prevail.

APPENDIX 1

This Appendix contains, among other things, the Customer's instructions to the Supplier in connection with the Supplier's data processing for the Customer and is an integral part of the Agreement.

Instructions and description of the processing of personal data in iPos

Purpose and nature of the data processing

The purpose of letting the Supplier perform the data processing is to let the Customer use iPos, which is an IT system that the Customer accesses via the Filemaker Pro program and the Internet, and which is hosted and operated by the Supplier and its Sub-Data Processor.

iPos is a checkout system with the ability to register customers and customer clubs etc.

Categories of Registered

- The Data Controller's end users
- The Data Controller's employees
- The Data Controller's contact persons
- The Data Controller's customers and suppliers and their end users
- The Data Controller's customers and suppliers' employees
- The Data Controller's customers 'and suppliers' contact persons

Categories of Personal Information

- Name
- Title
- Phone number
- Email
- Address

The above is the personal information that iPos are typically used for via fields. But iPos also contains customer club, available fields and note fields such as. can be used for: Sensitive Personal Information.

- Political, Loso or religious beliefs
- Trade union affiliation
- Race or ethnic origin
- Health information
- Information about a natural person's sexual relationship or sexual orientation
- Genetic or biometric data for the purpose of uniquely identifying a natural person

The Customer is encouraged to contact the Supplier if iPos are used for Sensitive Personal Information. Thereby, it can be agreed whether further steps must be taken to secure this data, and whether there may be shall be supplemented by this Agreement.