

DATA PROCESSING AGREEMENT

Between

CalcuEasy ApS

Håndværkervej 1

9000 Aalborg

CVR: 36494514

(Hereafter "Data Processor")

and

[Name]

CVR [CVR-number]

[Address]

[Zip Code and City]

[Country]

(Hereafter "Data Controller")

1. BACKGROUND AND OBJECTIVE

1. This data processing agreement is designed for the parties to comply with Article 28 paragraph 3 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing of directive 95/46/EC (Data Protection Regulation) which sets specific requirements for the content of a data processing agreement.
2. This data processing agreement shall regulate the Data Processor's processing of personal information that is performed for the purpose of fulfilling the agreements entered into between the parties listed in Appendix A (hereinafter "Information on the Treatment").
3. The processing of personal data by the data processor shall be done solely in accordance with the purposes and instructions set out in Appendix A.
4. This data processing agreement takes precedence over any equivalent provisions in other agreements between the parties, including those listed in Appendix A.
5. Appendix A of the Data Processing Contractor contains details of the treatment, including the purpose and nature of the treatment, the type of personal data, the categories of registered and duration of treatment.

2. THE DATA RESPONSIBLE OBLIGATIONS AND RIGHTS

1. The data controller is responsible for the processing of personal data within the scope of the Data Protection Regulation and the complete rules adopted by each EU Member State. The data recipient therefore has both the rights and the obligations to make decisions on the purposes and the means to be processed.

3. DATA TRADERS WORK AFTER INSTRUCTIONS

1. The data processor may only process personal data after documented in-struct from the data controller, unless required by EU law or the national law of the Member States to which the data processor is subject. The instructions follow from the agreements entered into between the parties, cf. Appendix A.
2. The data processor shall immediately inform the data controller if an instruction in the opinion of the data processor is contrary to the data protection regulation or data protection provisions of other EU law or national law of the Member States.

4. PRIVACY

1. The data processor ensures that only the persons currently authorized to do so have access to the personal data processed on behalf of the data subject. Access to the information must therefore be immediately closed if the authorization is deprived or expired.
2. Only persons authorized for access to the personal data may be authorized to fulfill the data processor's obligations to the data controller, cf. the agreements listed in Appendix A.
3. The data processor ensures that the persons authorized to process personal data on behalf of the data controller have committed themselves to confidentiality or are subject to appropriate statutory confidentiality. At the request of the data controller, the data processor should be able to demonstrate that the relevant employees are subject to the aforementioned confidentiality obligation.

5. SECURITY OF PROCESSING

1. The data processor shall implement all the measures required by Article 32 of the Data Protection Regulation.
2. Any adjustment of the parties / agreement on remuneration or the like. In connection with the data controller or data processor's subsequent requirement for establishment of additional security measures, it will be apparent from the parties' agreement on a specific service or service.

6. USE OF SUBDATABILITY TRADERS

1. The data processor shall comply with the conditions referred to in Article 28 (2) of the Data Protection Regulation. 2 and 4, to use another data handler (subdatabase).
2. The data processor must not use another data processor (undefined) to fulfill the data processing agreement without prior written approval from the data controller. With the consent of the presence-the agreement is approved by the subdivision dealers listed in Appendix A.
3. In the case of consent, the data processor shall notify the data controller of any planned changes regarding the addition or replacement of other data operators, thereby giving the data controller the opportunity to object to such changes.
4. The Data Processor undertakes to ensure that all Sub-Data Processors used by the Data Processor are subject to the same data protection obligations as those provided for in this Data Processing Agreement. If the subprocessor fails to comply with the data protection obligations arising from the current personal data law, the data processor remains fully liable to the data controller for the fulfillment of the subcontractor's obligations.
5. The Data Processing Agreement shall be transmitted to the Data Manager at its request, with the exception of purely commercial relationships between the Data Processor and the Data

Processor, which does not concern data protection obligations.

6. If the Data Administrator may wish to instruct subdatabase directives, this should only be done after consultation with and through the Data Processor. If the Data Manager issues instructions directly to the subdatabase, the Data Manager shall notify the Data Processor at the same time of the instruction and background thereof.
7. Where the Data Administrator directs directly to Data Processors, a) The Data Processor is exempted from any liability and any consequence of such instruction is solely the Data Responsible's responsibility, b) Affirms the Data Manager for any costs that the instruction may cause to the Data Processor, including The data processor is entitled to invoice the Data Manager with his seminal standard hourly rate for all working hours that such direct instruction may entail for the Data Processor and c) The Data Manager is himself responsible for the Data Processors for any costs, remuneration or other payment to the Data Processor , as the direct instruction may cause.

7. TRANSFER OF INFORMATION TO THIRD COUNTRIES OR INTERNATIONAL ORGANIZATIONS

1. The data processor does not transfer personal data to third countries or international organizations.
2. Should it be necessary to transfer personal data to third countries or international organizations, a separate agreement must be made between the parties.

8. ASSISTANCE TO THE DATA RESPONSIBLE

1. The data processor shall, taking into account the nature of the processing, assist as far as possible the data controller with appropriate technical and organizational measures, with the obligation of data controller to respond to requests for the exercise of the data subjects' rights as laid down in Chapter 3 of the Data Protection Regulation.
2. The data processor shall assist the data controller in ensuring compliance with the data controller's obligations pursuant to Article 32-36 of the Data Protection Regulation, taking account of the nature of the processing and the information available to the data processor, as referred to in Article 28 (2). 3 (f).
3. The Data Processor shall, as far as possible, assist the Data Manager in fulfilling the Data Responsible's obligations to respond to requests for the exercise of the rights of data subjects pursuant to Chapter III of the Personal Data Regulation, including insight, rectification, limitation or deletion if the relevant personal data are processed by the Data Processor. If the data processor receives such inquiries from the data subject, the Data Processor shall inform the Data Manager as soon as possible. The Data Manager is responsible for all data-processing costs of such assistance, including to the sub-data processor. The Data Processor's assistance is

settled at the Data Processor's timetable for such work at any time.

9. UNDERSTANDING ON PERSONALITY SAFETY

1. The data processor shall inform the data controller without undue delay after being aware that there has been a violation of the personal data security of the data processor or any subcontractor.

The data processor's notification to the data controller shall, if possible, be done within 36 hours of the breach of the breach so that the person responsible is able to comply with his obligation to report the breach to the supervisory authority within 72 hours.

2. In accordance with paragraph 10.2 (b) of this Agreement, the data processor - taking into account the nature of the processing and the information available to it - shall assist the data controller in reporting the breach of the supervisory authority by providing the following the information-GER:
 1. The nature of the breach of personal data security including, if possible, the categories and the approximate number of registered persons, as well as the categories and the approximate number of records of personal data concerned
 2. Probable consequences of the breach of personal data security
 3. Measures taken or proposed to address the breach of personal data security, including where appropriate, measures to limit its possible harmful effects

10. DELETATION AND DELIVERY OF INFORMATION

1. Upon termination of the processing services, the data processor is obliged to delete or return all personal data to the data controller, as well as to delete existing copies, unless the EU or national law allows the retention of personal data.

11. MONITORING AND AUDIT

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the data processor's compliance with Article 28 of the Data Protection Regulation and allow and contribute to audits, including inspections carried out by the data controller or another auditor who is authorized by the data controller.
2. The Data Processor shall once a year, the Data Manager, conduct a review of the data processor in order to prove that it complies with its obligations under Article 28 and this Agreement. In this regard, the data processor provides the required documentation and provides data access to relevant relevant physical locations in connection with the audit.
3. If the Data Manager wishes to have a safety audit report drawn up in addition to that in point. 11.2 mentioned above, or that, in addition, the Da-tabhandler or subdatabase's personal data

processing is reviewed, including if the Data Manager wishes a security audit report prepared at a specified time, this will be agreed upon - even in the case of under-agent supervision - with the Data Processor.

4. The Data Manager is responsible for all related costs, including subdatabases. The Data Processor is entitled to require such supervision by the Data Processor or subdatabase to be solely performed by a generally recognized and independent third party dealing with such circumstances and subject to confidentiality regarding all relevant matters that may be obtained from the Authority in connection with the audit, including personal information.
5. The data processor is required to provide authorities with access to data facilities and data processing facilities, or representatives acting on behalf of the Authority, access to the physical facilities of the data processor against proper identification.

12 IMPACT AND DISPOSAL

1. The agreement enters into force upon the Data Processor's consent and is valid until the services and deliveries included in Appendix A are terminated or terminated in accordance with the terms of termination or termination of the terms of delivery of the Services and Supplies concerned.
2. The agreement may be renegotiated by both parties if the law changes or inconsistencies in the agreement give rise to this.
3. Any adjustments / agreement of the parties regarding remuneration, terms or conditions in connection with changes to this agreement will be disclosed by other partners listed in Appendix A.
4. Termination of the data processing agreement may be in accordance with the termination conditions, including. notice of termination, as reflected in the agreements concluded between the parties in Bi-Law A.
5. The agreement is valid for the duration of the treatment. Regardless of the termination of the "General Agreement" and / or the Data Processing Agreement, the Data Processing Agreement will remain in effect until termination of the processing and the deletion of the data by the data provider and any under-processing agents.

13. Signature

On behalf of the Data Processor

Appendix A. AGREEMENT ON THE TREATMENT OF INFORMATION

The purpose of the data processor's processing of personal data on behalf of the data controller is:

- the data controller may use CalcuEasy, owned and managed by the data provider, to collect and process information about the data controller members.

The data processor's processing of personal data on behalf of the data controller is primarily about (the nature of the processing):

- the data processor makes CalcuEasy available to the data controller, thereby storing personal data of the data controller members on the company's servers.

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

- Name, Email Address, Phone Number, CVR Number, Company Address, Invoice Email, Customer Number, Type of Customer.

The treatment includes the following categories of registrars:

- Persons who have or have had a subscription with the data processor.
- Persons who have a free user (maximum 14 days) at the data processor.

3. Party / Sub-Processor / Subdatabase:

Here is an updated list of all 3rd party applications and companies CalcuEasy an-vender ifm. customer service.

The list is updated continuously as new 3rd parties join. All 3rd parties have entered into data processing agreements that define the use of the third party.

We never sell data to 3rd parties, and 3rd parties are only allowed to process the data under our specific instructions.

All 3rd parties are used as part of executing our tasks for the customers, and are necessary in the execution of these.

- Podio
- Google (G Suite)
- Dropbox
- Intercom
- Microsoft Office
- Slack

- Amazon Web Services
- Digital Ocean
- Facebook
- Google Analytics
- Youtube
- LinkedIn
- GitHub
- SEMRUSH
- Laravel Forge
- Wootric
- Hotjar
- Sentry
- Stripe

The data processor's processing of personal data on behalf of the data controller may be initiated after the entry into force of this Agreement. The treatment has the following duration:

- The processing is not limited to time and time until the agreement is terminated or terminated by one of the parties.