DATA PROCESSING AGREEMENT

Conscia A/S

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1. BACKGROUND AND PURPOSE

Conscia A/S is committed to protecting the privacy of Personal Data of its Workers, Customers, Business Partners, and other identifiable individuals. This Data Processing Agreement is prepared to the customer relationships where the Parties have agreed on the delivery of services from the Processor (Conscia A/S) to the Controller (Customer), which is described in detail in the Parties' Framework Agreement or another separate agreement in this regard.

The purpose of the Data Processing Agreement is to ensure that the Processor complies with the applicable rules on protection of personal data, including, specifically, the General Data Protection Regulation [Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016].

In case of discrepancies between the Data Processing Agreement and the Parties' Framework Agreement, the Data Processing Agreement takes precedence, unless otherwise stated directly in the Parties' Framework Agreement.

To the extent that applicable rules on protection of personal data require new adjustments to the Data Processing Agreement, the Parties agree that this shall result in renewed negotiations of the content of this Data Processing Agreement.

2. SCOPE

The Processor is authorised to process personal data on behalf of the Controller, according to the conditions stated in the Data Processing Agreement.

The Processor may only process the personal data according to documented instructions from the Controller ("Instructions"). This Data Processing Agreement comprises the instructions at the time of contractual agreement. An exception to this is when processing is required according to EU law or the law of a member state to which the Processor is subject. In this case, the Processor notifies the Controller regarding the legal requirement prior to processing, unless the law in question prohibits such notification due to important reasons of public interest.

The Processor may only process the personal data on behalf of the Controller and only to the extent that is required for the Processor's fulfilment of its obligations pursuant to the Parties' Framework Agreement. The Processor may not process the personal data for its own purposes.

The Processor processes the types of personal data and information about the categories of data subjects stated in Appendix 1.

3. DURATION

The Data Processing Agreement will remain in force until either (a) the agreement or agreements regarding delivery of services is terminated, or (b) the Data Processing Agreement is terminated or cancelled. The Processor's authorisation to process the personal data then ceases.

To the extent that the Controller is not in the possession of the personal data when the Data Processing Agreement is terminated, the Processor returns the personal data processed

pursuant to the Data Processing Agreement to the Controller. The Processor is then obligated to delete the personal data.

4. OBLIGATIONS OF THE CONTROLLER

The Controller is responsible for complying with applicable rules on protection of personal data regarding the personal data that are made available to the Processor for processing.

In particular, the controller is responsible for and ensures that:

- No personal data is added and processed in violation of personal data legislation and that the Controller has the appropriate authority to process, as well as to let the Processor process, the personal data processed in relation to the Parties' Framework Agreement.

- The specification of personal data in section 3 is exhaustive and no other data than the personal data described is added and processed, allowing the Processor to act accordingly, e.g. regarding the determination of the appropriate security measures.

- The instructions given, under which the Processor processes the personal data on behalf of the Controller, are lawful and adequate for the Processor to fulfil its obligations.

The Controller notifies the Processor in writing of any impact assessments carried out that are relevant to the assigned processing activities. At the same time, the Controller also provides the Processor with the necessary insight into the assessment(s), in order for the Processor to be able to fulfil its obligations pursuant to the Data Processing Agreement and the Parties' Framework Agreement.

The Controller must also inform the Processor about all matters of significance for the Processor's fulfilment of its obligations pursuant to the Data Processing Agreement, including, but not limited to, the Controller's ongoing risk assessment to the extent that it is relevant to the Processor.

5. OBLIGATIONS OF THE PROCESSOR

5.1 TECHNICAL AND ORGANISATIONAL SECURITY MEASURES
The Processor is responsible for implementing the required (a) technical and (b) organisational measures to ensure an appropriate level of security. The measures must be implemented with due consideration to the current technical level, implementation costs and the nature, scope, composition and purpose of the processing in question, as well as risks of varying probability and gravity to the rights and freedoms of natural persons.

The Parties agree that the implemented measures are sufficient at the time of signing the Data Processing Agreement. The Processor assesses the adequacy of the implemented measures on an ongoing basis.

When the Controller has drawn attention, in writing, to the fact that it is subject to the Danish Executive Order no. 528 of 15 June 2000 on Security Measures with subsequent amendments,

the Processor must also, when processing personal data on behalf of the Controller, comply with the executive order while it is in force.

5.2 EMPLOYEE CONDITIONS
The Processor ensures that employees who process personal data for the Processor have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3 DOCUMENTATION FOR COMPLIANCE WITH OBLIGATIONS
The Processor shall, upon written request, provide information that is necessary to prove compliance with the requirements of Article 28 of the General Data Protection Regulation to the Controller and make possible and contribute to audits, including inspections that are carried out by the Controller or another auditor, which is authorised by the Controller. The Processor must document this in a timely manner.

5.4 SECURITY BREACHES
The Processor must notify the Controller about personal data breaches which may lead to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data processed for the Controller. The Controller must be notified about security breaches without undue delay.

5.5 ASSISTANCE
To the extent that is necessary and reasonable, the Processor must assist the Controller with compliance of its obligations when processing the personal data covered by this Data Processing Agreement, including by:

   a) Replying to data subjects exercising their rights.
   b) Notifying security breaches to the supervisory authorities,
   c) Notifying personal data breaches to the data subject,
   d) Carrying out impact assessments, and
   e) Prior consultations of the supervisory authorities.

6.   SUB-PROCESSORS

With this Data Processing Agreement, the Controller grants the Processor prior general written authorisation to use a sub-processor without obtaining further consent for this.

At the time of entry into this Data Processing Agreement, the Processor is using the sub-processors stated in Appendix 1.

The Processor must notify the Controller about the use of any new sub-processor prior to commencement. Similarly, the Processor must notify the Controller when no longer using a sub-processor. The Controller may object to using a sub-processor to the extent that there are reasonable grounds for doing so.

The Processor is directly responsible for the sub-processor's processing of personal data as if the processing were carried out by the Processor itself.

Notwithstanding the above the Controller accepts that processing of personal data on behalf of the Controller carried out by the sub-processor is subject to the conditions determined in that sub-processors applicable standard terms and conditions. This is accepted by the Controller for the sub-processors indicated in Appendix 1.

7. TRANSFER TO THIRD COUNTRIES AND INTERNATIONAL ORGANISATIONS

The Controller accepts that the Processor transfers personal data to a country outside of the European Union or the EEA (a "Third Country") or to international organisations located in a Third Country. Transfer to a Third Country may only take place when the Controller has ensured the required transfer basis beforehand.

If the applied transfer basis requires the Controller to be a direct contracting party to the transfer basis, the Processor is deemed to be authorised to enter into such an agreement on behalf of the Controller, including by use of the applicable Standard Contractual Clauses of the European Commission. The Standard Contractual Clauses will only apply to the part of the services and processing carried out pursuant to the Data Processing Agreement. The content of this Data Processing Agreement does not change the content of the Standard Contractual Clauses.

8. PAYMENT

The Processor has the right to payment according to time spent and the Processor's other expenses in this connection, for the services that are carried out pursuant to the Data Processing Agreement when requested by the Controller. The services may include, but are not limited to, changes to instructions, assistance with reporting personal data breaches, provision of data, assistance during audits, cooperation with supervisory authorities and help with compliance with requests from data subjects.

The Processor has the right to payment according to time spent and the Processor's other expenses in this connection, for the services that are carried out pursuant to the Data Processing Agreement as a result of changes to the Controller's conditions. The services may include, but are not limited to, assistance with changes resulting from new risk assessments and impact analyses, as well as changes required by legislation.

The payment is calculated according to the agreed hourly rates in the Framework Agreement, and where no hourly rates have been agreed therein, according to the Processor's applicable hourly rates.

Regardless of the above, a Party may not demand payment for assistance or implementation of changes to the extent that such assistance or change is the direct result of the Party's own breach of this Data Processing Agreement.

9. LIABILITY AND LIMITS OF LIABILITY

Limits of liability in the Framework Agreement or other separate agreement are applicable to the Processor's processing of personal data in accordance with the Data Processing Agreement.

APPENDIX 1

TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

Types of general personal data that are processed:

☒	Name	☒	Job title
☒	Home and/or company address	☒	Employee ID number
☒	E-mail address	☒	Salary data
☒	Telephone numbers	☒	Credit history
☒	Country of citizenship	☒	Account data
☒	Passport data	☒	Credit card number
☒	Visa data	☒	Driving licence number
☒	Date of birth	☒	Gender
☒	Country of birth	☒	Marital status
☒	Civil registration number(CPR)	☐	Other:
☒	CV		

Types of special categories of personal data that are processed:

☐ Race
☐ Ethnic origin
☐ Political opinions
☐ Philosophical beliefs
☐ Trade union membership
☐ Genetic data
☐ Biometric data
☐ Health data
☐ Sex life
☐ Sexual orientation
☐ Criminal convictions

CATEGORIES OF DATA SUBJECTS

Examples of categories of data subjects about which data is processed in connection with providing the Main Service:

☒ Employees
☒ Employees' relatives
☒ Customers
☒ Users
☐ Children 0-12 years old
☐ Children 13-18 years old
☐ Other:

SUB-PROCESSORS

- [Insert name, address and Central Business Registry number (CVR) of the sub-processor].

ACCEPTED SPECIAL CONDITIONS WITH SUB-PROCESSORS

- [Insert: Either reference to standard conditions, excerpts of standard conditions or reference to those parts of the standard conditions that have significance to the Processor.]