



# DATA PROCESSING AGREEMENT

QualiWare ApS

Date: 2 September 2022

## **1 Parties**

1.1 This agreement on collection, storage and use of documents and information (hereinafter the "Data Processing Agreement") has been signed by and between

QualiWare ApS  
Company reg. no. 30731557  
Ryttermarken 15  
DK-3250 Farum  
Denmark  
(hereinafter referred to as "Data Processor")

and co-signed

Customer name:  
CVR.no.:  
Address:  
Zip-code:  
Country:  
(hereinafter referred to as the "Data Controller")

(hereinafter jointly referred to as the "Parties" and individually as "Party")

## **2 DEFINITIONS**

2.1 Terms and expressions with capital first letters used in this Data Processing Agreement shall have the meanings set out in the General Data Protection Regulation (EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter the "GDPR") or the meanings otherwise defined in this Data Processing Agreement.

2.2 "Data Subject" shall mean the identified or identifiable natural person to whom Personal Data refers.

2.3 "Pre-approved Subcontractors" shall be the subcontractors of Data Processor, stated in Appendix 1.

2.4 "Third party" shall mean a natural or legal person, public authority, agency or body other than the Data Subject, the Data Processor, the Data Controller and persons who,

under the direct authority of the Data Processor or Data Controller, are authorized to process Personal Data.

2.5 “Sales and Delivery Terms” shall mean the agreement on supply of IT services entered into by the Data Processor and the Data Controller on the date:

### **3 SCOPE**

3.1 This Data Processing Agreement concerns the Parties’ obligations in regards to processing of Personal Data.

3.2 Under this Data Processing Agreement, the Data Controller shall solely or jointly with other parties decide for what purpose and by use of what tools Personal Data may be processed. Data Controller shall instruct the Data Processor hereon.

3.3 This Data Processing Agreement shall apply to all the Data Processor’s current and future deliveries under the Sales and Delivery Terms to all companies within Data Controller’s group of companies, for whom the Data Processor processes Personal Data.

3.4 This Data Processing Agreement shall supplement and form part of the Sales and Delivery Terms. In case of any inconsistencies between this Data Processing Agreement and the Sales and Delivery Terms, this Data Processing Agreement shall prevail.

3.5 Until 24 May 2018 the Data Processor shall comply with the Danish Act on Processing of Personal Data (law no. 421 of 31 May 2000 with amendments), including associated Danish executive orders.

3.6 As of 25 May 2018, the Data Processor shall comply with the GDPR, including other applicable national Danish legislation issued according to the GDPR or as a supplement hereto.

3.7 Any Personal data processed pursuant to this Data Processing Agreement is proprietary to the Data Controller.

### **4 PRIOR SPECIFIC OR GENERAL WRITTEN AUTHORISATION**

4.1 Data Processor shall process Personal Data on behalf of Data Controller.

4.2 Data Controller instructs the Data Processor to process the Personal Data to provide its services under the Sale and Delivery Terms.

- 4.3 If the Data Processor considers that any instructions from the Data Controller contravene or infringe statutory regulations, including the GDPR or other EU or applicable member state data protection provisions, the Data Processor must notify the Data Controller hereof immediately.
- 4.4 The Data Processor is not entitled to make use of Personal Data, information or otherwise provided by Data Controller, for purposes other than fulfilment of this Data Processing Agreement. The Data Processor may not use such Personal Data for historical, statistical, scientific or similar purposes, whether anonymized or in any other way.

## **5 GEOGRAPHICAL LIMITATIONS**

- 5.1 The Data Processor is not allowed to transfer, access, process or otherwise make available Personal Data in countries outside the EU/EEA.
- 5.2 The Data Processor can transfer, access, process or otherwise make personal data available to Pre-Approved Subcontractors listed in Appendix 1. Any such agreements with Pre-Approved Subcontractors outside the EU or EEA shall – prior to any transfer of data - be entered into pursuant to the EU Commission’s decision of 2010/87/EU regarding the standard model contract for transfer of personal data to countries outside the EU or EEA in addition to any permission from local authorities if legally required.

## **6 CONFIDENTIALITY**

- 6.1 The Parties accept, both for the duration of this Data Processing Agreement and subsequently, not to disclose any Confidential Information to a Third Party. This non-disclosure obligation shall not apply to information which (a) a Party is obliged to disclose under applicable law, regulations or stock exchange rules or (b) information which a Party document has been created by the Party itself.
- 6.2 “Confidential Information” means all information of a technical, business, infra structural or similar nature, irrespective of whether this information has been documented, except for information which is or will be made available in another way than through breach of this Data Processing Agreement and all Personal Data.
- 6.3 The Parties shall ensure that employees and consultants who receive Confidential Information are obliged to accept a similar obligation regarding Confidential Information from the other Party and the cooperation in general in accordance with this Data Processing Agreement.

6.4 The Data Processor must further ensure that all people with access to Personal Data being processed on behalf of Data Controller are familiar with this Data Processing Agreement and are subject to the provisions of this Data Processing Agreement.

## **7 DATA PROCESSOR'S IT SECURITY POLICIES**

7.1 The Data Processor shall comply with Data Processor's IT Security Policies, stated in Appendix 2. Data Processor shall inform Data Controller in writing each time a change has been made to the Data Processor's IT Security Policies before such changes takes effect. Upon written request, Data Processor shall inform Data Controller of the content of any such changes made to the Data Processor's IT Security Policies.

7.2 The Data Processor must always provide supervisory authorities and Data Controller with the necessary access to and insight into the Personal Data which is being processed and the systems used.

## **8 APPROPRIATE TECHNICAL AND ORGANISATIONAL MEASURES**

8.1 The Data Processor must implement appropriate and reasonable technical and organizational measures to ensure a level of security that matches the risks of data processing for the processing of Personal Data which the Data Controller provides under this Data Processing Agreement, including reasonably ensuring a) Pseudonymization and encryption of Personal Data; b) continuous confidentiality, integrity, availability and robustness of the processing systems and services for which the Data Processor is responsible; c) timely recovery of the availability of and access to Personal Data in case of a physical or technical incident; d) a procedure for regular testing, assessment and evaluation of the effectiveness of the technical and organizational measures to ensure processing security; e) that Personal Data is not accidentally or unlawfully destroyed, lost or impaired and against any unauthorized disclosure, abuse or in any other way is processed in violation of any applicable law on Personal Data.

8.2 The Data Processor shall determine the appropriate level of technical and organizational measures. When determining this, the Data Processor must particularly consider the risks related to the processing, i.e. the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Personal Data which has been transmitted, stored or processed in any other way.

8.3 Data Processor shall, upon prior written request from the Data Controller, and within reasonable time-limits provide the Data Controller with sufficient information to

document that the abovementioned technical and organizational security measures have been taken.

## **9 TRANSPARENT INFORMATION AND COMMUNICATION**

- 9.1 The Data Processor must continuously report to Data Controller with the agreed contents, quality and frequency. The Data Processor must immediately inform Data Controller of any development which may significantly impair the Data Processor's current or future ability or possibility to comply with the Data Processing Agreement.
- 9.2 The Data Processor is obliged to inform Data Controller immediately, if the Data Processor is not able to ensure the correct processing of Data Controllers Personal Data in accordance with this Data Processing Agreement.

## **10 DATA SUBJECTS RIGHTS**

- 10.1 Data Processor shall upon request from the Data Controller, at the cost of the Data Controller and without undue delay provide all reasonable requested information and assistance to the Data Controller in regards to the Data Subject's rights on the following items: (1) processing security known to the Data Processor for any processing of Personal Data which is not provided directly by Data Processor or a Pre-Approved Subcontractor, (2) notification to the supervisory authority of any Data Security Breach, (3) notification to the Data Subject of any Data Security Breach, (4) consequential analysis of data protection and (5) preliminary hearing.
- 10.2 Data Processor shall also upon request from the Data Controller and at the cost of the Data Controller provide all reasonable requested information and assistance to the Data Controller in regards to the Data Subject's rights without undue delay on the following items: (1) the duty to inform when collecting Personal Data from the Data Subject, (2) the duty to inform if the Personal Data has not been collected from the Data Subject, (3) the Data Subject's right to access Personal Data, (4) the right to correct Personal Data, (5) the right to be deleted (»the right to be forgotten«), (6) the right to limitation of processing; (7) the duty to notify in connection with corrections or deletions of Personal Data or limitations in the processing activity, (8) the right to data portability and (9) the right to object for processing of Personal Data.

## **11 DATA SECURITY BREACH**

- 11.1 In case of a Data Security Breach for which the Data Processor (or any Pre-Approved Subcontractor) is responsible, the Data Processor shall as soon as practical possible, inform Data Controller hereof.
- 11.2 This notification must at least:
- a) include a description of the nature of the Data Security Breach including, if possible, the categories and the estimated number of affected Data Subjects as well as the categories and estimated number of affected registrations of Personal Data,
  - b) include the name of and contact information for the data protection officer (DPO) or another point of contact where further information may be obtained,
  - c) describe the probable consequences of the Data Security Breach,
  - d) describe the measures taken by the Data Processor or which the Data Processor proposes are taken to handle the Data Security Breach including, if relevant, measures to limit the possible consequential damages.
- 11.3 The Data Processor must document all Data Security Breaches, including the actual circumstances surrounding the Data Security Breach, its consequences and the remedial measures that have been taken.
- 11.4 This documentation must enable the regulatory authority to check that Data Processor complies with its duty to inform of any Data Security Breach.

## **12 USE OF SUBCONTRACTORS**

- 12.1 The Data Processor may not use any subcontractors without Data Controller's prior written approval.
- 12.2 Data Controller has provided its consent to Data Processor using the Pre-Approved Subcontractors as subcontractors.
- 12.3 The Data Processor must inform Data Controller of any plans to either add or replace Pre-Approved Subcontractors. No sub Data Processor may be added to the list of the Pre-Approved Subcontractors without Data Controllers prior written approval.

- 12.4 If the Data Processor uses a subcontractor to carry out specific processing activities on behalf of Data Controller, the same data protection obligations as are described in this Data Processing Agreement shall be imposed on the subcontractor in a written agreement.
- 12.5 If the subcontractor does not comply with the provisions of this Data Processing Agreement, the Data Processor will be liable for the subcontractor's actions or failures to act/breach on the same terms as for its own services.
- 12.6 All communication between Data Controller and the subcontractor shall go through the Data Processor.
- 12.7 The Data Processor is obliged to inform its subcontractors of the provisions of this Data Processing Agreement.

### **13 DELIVERY OF PERSONAL DATA**

- 13.1 During the term of this Data Processing Agreement, Data Controller has full access to any Personal Data being processed by the Data Processor.
- 13.2 If Data Controller so requests, the Data Processor is obliged to keep a back-up copy of Personal Data and additional information available in the Data Processor's systems for up to 3 months after the expiry or termination of the Data Processing Agreement. Provided such request has been made, the Data Controller may, until the expiration of such 3-month period and irrespective of the reason for the expiry of the Data Processing Agreement, request for an access to any Personal Data and additional information recorded in such back-up copy.
- 13.3 Data Processor may only disclose Personal Data and information to Data Controller and/or to a third party appointed by Data Controller.
- 13.4 The Data Processor must upon Data Controller's written instructions delete Personal Data or any information which has come to the Data Processor's possession under the Data Processing Agreement.

### **14 COOPERATION WITH THE SUPERVISORY AUTHORITY**

- 14.1 The Data Controller and the Data Processor and, where applicable, their representatives, shall cooperate, on request, with the supervisory authority in the performance of its tasks.



## **15 COSTS**

- 15.1 All costs, including costs related to revision, inspection and regular implementation of measures under applicable law and to fulfil the Data Processor's obligations under this Data Processing Agreement is not included in any fees to be paid by the Data Controller under the Sales and Delivery Terms and shall be paid separately by the Data Controller.

## **16 EFFECTIVE DATE AND TERMINATION**

- 16.1 The Data Processing Agreement shall come into force on the date of the last party signing this Data Processing Agreement.
- 16.2 The Data Processing Agreement shall continue for as long as the Sales and Delivery Terms have not been terminated or expired.
- 16.3 Data Controller is always entitled to suspend the data processing by the Data Processor under this Data Processing Agreement.

## **17 CHANGES IN THE APPLICABLE DATA PROTECTION LEGISLATION**

- 17.1 If a change in mandatory applicable data protection legislation applicable to Data Controller or to Data Processor requires Data Processor to (i) sign on to any additional documentation for mandatory data protection compliance purposes, or (ii) implement additional technical and organizational measures to the ones listed herein, or (iii) accept additional obligations to those set out herein, and such requirement mentioned in (i) - (iii) above cause additional costs or risks for Data Processor, then the Parties agree to negotiate in good faith a fair adjustment of any applicable fees.
- 17.2 Section 17.1 shall apply accordingly, in case (i) the Data Controller instructs Data Processor to undertake services not foreseen in this Data Processing Agreement or (ii) where mandatory applicable data protection legislation applicable to Data Controller or to Data Processor or the relevant supervisory authority imposes obligations on Data Processor in addition to those set out herein.

## **18 LIMITATION OF LIABILITY**

- 18.1 In no event, shall the Data Processor be liable, whether in contract or tort, or otherwise for any incidental, indirect, consequential or unforeseeable loss, damage or expense,

loss of profits, loss of business, loss of opportunity, loss or corruption of data, however arising, including any claims for payments of fines.

- 18.2 The Data Processor's liability for loss or damages, delayed delivery or other breach caused by the Data Processor or the subcontractor for the Data Processor shall not exceed the total order sum, exclusive VAT, for the order which is related to the loss or damage.

## **19 GENERAL TERMS**

- 19.1 **Amendments.** The terms of this Data Processing Agreement can only be amended by written agreement between the Parties.
- 19.2 **Independent Parties.** The Parties explicitly accept that the relationship between them is a customer-independent contractor relationship.
- 19.3 **Information.** The Parties are obliged to act loyally towards each other and to inform each other without undue delay about any changes that may affect this Data Processing Agreement.
- 19.4 **Force majeure.** None of the Parties are responsible for any actions or failure to carry out measures to the extent that such actions or such failure is due to matters beyond a Party's reasonable control, including but not limited to war, uprisings, force majeure, strikes or other work stoppages (either in part or in whole), disturbances of the public telenet, disturbances of internet connections or similar events, but only if said Party could not have predicted the event at the time of taking on the obligation. As long as such an event prevents a Party from performing said obligation, this must be suspended until such disturbance no longer exists.
- 19.5 **Notices.** All notices related to this Data Processing Agreement must be made to the other Party either in person or by registered mail.
- 19.6 **Assignment.** Data Processor may, either in part or in whole, assign its rights and obligations under this Data Processing Agreement to a third party. The Data Controller may not assign its rights or obligations under this Data Processing Agreement to a third party without the Data Processor's prior written approval.
- 19.7 **Invalid condition.** If a condition or a provision in this Data Processing Agreement is invalid, such invalidity shall not mean that the remaining part of this Data Processing Agreement is invalid. If the applicable law on personal data is changed after the

effective date of this Data Processing Agreement, the Data Controller is obliged to accept such changes to this Data Processing Agreement.

19.8 **Governing law.** This Data Processing Agreement is governed by Danish law with the City Court of Copenhagen as its legal venue. United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Data Processing Agreement.

## 20 Signature

Date: 01-09-2022

Date:

  
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**Appendix 1 - Pre-approved subcontractors:**

Microsoft Azure. Data center in Netherlands and Ireland

Sentia. Glostrup Denmark. Azure support provider to QualiWare

QualiWare development teams in Kyiv, Ukraine and Sao Paulo, Brazil.

QualiWare support teams in London, UK; Stockholm, Sweden; Paris, France and New York, USA.

## **Appendix 2 - Data Processors IT Security Policies**

- 1 Access to Personal Data is restricted to persons who have a material need for access to Personal Data. Personal Data will only be accessed on a "need to know" basis.
- 2 Employees, who handle Personal Data, are instructed and trained in what they must do with Personal Data and how to protect Personal Data.
- 3 There must be as few people as possible with access to Personal Data, with due regard for the operation. However, there must be a sufficient number of employees to ensure the operation of the tasks concerned in case of sickness, holidays, staff replacement, etc. Personal Data will only be accessed on a "need to know" basis.
- 4 Personal data on paper - for example in cartons and binders- are kept closed and locked when not in use.
- 5 When documents (papers, charts, etc.) are discarded, shredding and other measures are used to prevent unauthorized access to Personal Data.
- 6 We use access codes to access PCs and other electronic equipment with Personal Data. Only those who need to have access will receive an access code and then only for the systems that they need to use. Those who have a password may not leave the code to others or leave it so others can see it. Checking of assigned codes must be done at least once every six months.
- 7 Unsuccessful attempts to access IT systems with Personal Data are detected and logged. If a specified number of consecutive rejected access attempts is detected, further tests must be blocked.
- 8 We have appointed a responsible person to monitor such inaccessible access attempts. Considering the technological development, software is available that can clarify who has attempted to gain access to personal data.
- 9 If Personal Data is stored on a USB key, Personal data must be protected, e.g. by use of a password and encryption key. Otherwise, the USB key must be stored in a locked drawer or cabinet. Similar requirements apply to the storage of personal data on other portable data media.
- 10 PCs connected to the Internet shall have an updated firewall and virus control installed. When connecting to WiFi, for free access, we ensure appropriate security measures considering the current state of technology development in the IT-area.

- 11 If sensitive personal data or social security numbers are sent by e-mail via the Internet, such e-mails must be encrypted. If you send Personal Data to us via email, please note that sending to us is not secure if your emails are not encrypted.
- 12 About the repair and service of data equipment containing Personal Data and when data media are to be sold or discarded, we take the necessary measures to prevent information from being disclosed to a third party.
- 13 In the situations where a computer is submitted for repair and where Personal Data is stored on such computer, we establish several access codes for different sections of the personal data. For example, a repairer will not need to be able to access Personal Data that may be on the computer. Such a multi-code scheme may help - but not eliminate - the risk of misuse of Personal Data. In addition, agreement and verification should ensure that repairers do not unduly access Personal Data, for example, by using confidentiality statements.
- 14 When we use an external data processing agent to handle Personal Data, a written data processing agreement is signed between us and the data processor. This applies, for example, when we use an external document archive or if cloud systems are used in the processing of personal data - including communication with the customer. In the same way, a written agreement between us and our customer is always entered into if we act as data processor. Data processing agreements are also available electronically.
- 15 We have internal rules on information security. We have adopted internal rules on information security that contain instructions and measures which protect Personal Data from being destroyed, lost or modified, from unauthorized disclosure, and against unauthorized access or knowledge of them. We will ensure that collected Personal Data are treated with care and protected according to applicable safety standards. We have strict security procedures for collecting, storing and transferring Personal Data to prevent unauthorized access and compliance with applicable laws.
- 16 We have taken the necessary technical and organizational safeguards to protect your Personal Data from accidental or illegal destruction, loss or change, and against unauthorized disclosure, abuse or other actions contrary to applicable law.
- 17 The systems are located on servers in secured premises.
- 18 We use industry standards such as firewalls and authentication protection to protect your Personal Data.
- 19 All data transferred between client (browser and web app) and server(s) are encrypted according to the HTTPS protocol.

- 20 All facilities are locked and only staff members who have signed a declaration of confidentiality have access to the facilities. After the end of normal working hours, the facilities are locked. Access to the facilities is always carried out under the supervision of an employee.
- 21 All access to our premises is logged by electronic key or entered in the guestbook.
- 22 We take a backup of all databases and files on shared drives every night. The backup is stored on an internal server, partly on an external data centre.
- 23 We make the following types of backup:
  - a) Rolling backup. This method takes daily backup of all file and data updates and creates a backup of all new data. This creates a history of changes so that the ability to recover lost data is increased.
  - b) backup clone. This backup strategy creates a perfect copy of each device on the network
  - c) backup offsite. This backup ensures against data loss if backup is stored on site. All data and files are backed up and backup stored offsite.
- 24 All backup data and files are overwritten at 30-day intervals. It is not technically possible to complete deletion of individual files on a backup before such overwriting occurs. Thus, if you have request that we delete Personal Data, such Personal Data will be deleted in live environment, but will remain on backup until the specific backup is overwritten after 30 days. However, we have introduced internal processes and procedures to ensure that Personal Data is not reintroduced as live data by reloading data and files from a backup as Personal data has been deleted according to the "right to be forgotten."