

EHRENBORG SØRENSEN
KOMMUNIKATION

DATA PROCESSING AGREEMENT (DPA)

made and entered into between

[Client name]

Registration number: **[Number]**

[Address]

[Postcode and town/city]

(The "Client/Controller")

and

EHRENBORG SØRENSEN Kommunikation ApS

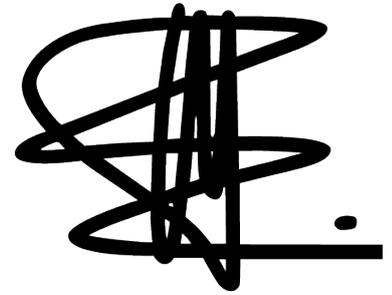
Registration number: 35249397

Nyhavn 43, 1

DK-1051 Copenhagen K

(The "Processor")

(The Controller and the Processor are collectively referred to as the "Parties" and individually as a "Party")



Appendices to the Data Processing Agreement

Appendix 1	Primary service
Appendix 2	Technical and organisational security requirements and safeguards
Appendix 3	Documentation for compliance with obligations
Appendix 4	Sub-processors
Appendix 5	Transfer to third countries and international organisations

1. Background and Purpose

- 1.1 The Parties have agreed to the provision of certain services from the Processor to the Controller, as described in more detail in the Parties' separate agreements and appendix 1 to this agreement (the "Primary Services").
- 1.2 In this connection, the Processor processes personal data on behalf of the Controller, and for that purpose, the Parties have entered into this agreement and underlying appendices (the "Processor Agreement")
- 1.3 The purpose of the Processor Agreement is to ensure that the Processor complies with the personal data regulations in force, including in particular:
 - the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) when this takes effect.
 - the fundamental data protection rights and freedoms in the registered country of the Controller including but not limited to the national laws and regulations with respect to data processing in Denmark, Sweden and Germany.

2. Scope

- 2.1 The Processor is authorised to process personal data on behalf of the Controller on the terms and conditions set out in the Processor Agreement.
- 2.2 The Processor may only process personal data subject to instructions from the Controller. This Processor Agreement, including appendices, as well as separate cooperation contracts constitutes the Instructions at the date of signature.
- 2.3 The Instructions may be changed or concretised at any time by the Controller. Regardless of the above, changes to this Processor Agreement may only be changed subject to agreement between the Parties.
- 2.4 Unless otherwise specified in the Processor Agreement, the Processor may use all relevant technical aids, including IT systems.



3. Duration

- 3.1 The Processor Agreement applies until either (a) termination of the agreement(s) on provision of the separate cooperation agreements or (b) termination of the Processor Agreement.

4. Processor's obligations

4.1 Technical and organisational security measures

- 4.1.1 The Processor is responsible for implementing necessary (a) technical and (b) organisational measures to ensure an appropriate security level. The measures must be implemented with due regard to the current state of the art, costs of implementation and the nature, scope, context and purposes of the processing and the risk of varying likelihood and severity to the rights and freedoms of natural persons. The Processor shall take the category of personal data described in appendix 1 into consideration in the determination of such measures.

- 4.1.2 Notwithstanding clause 4.1.1, the Processor shall implement the technical and organisational security measures as specified in (a) appendix 2 to this Processor Agreement and (b) the agreement(s) on provision of the Primary Services.

- 4.1.3 The Processor shall implement the suitable technical and organisational measures in such a manner that the processing by the Processor of personal data meets the requirements of the personal data regulation in force.

- 4.1.4 The Parties agree that the provided safeguards as specified in appendix 2 are adequate at the date of conclusion of this Processor Agreement.

4.2 Employee conditions

- 4.2.1 The Processor shall ensure that employees who process personal data for the Processor have undertaken to observe confidentiality or are subject to an appropriate statutory duty of confidentiality.

4.3 Documentation for compliance with obligations

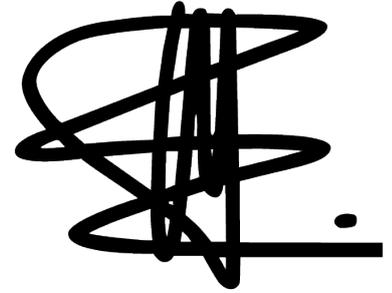
- 4.3.1 Upon written request, the Processor shall document to the Controller that the Processor:
- a) meets its obligations under this Processor Agreement and the Instructions.
 - b) meets the provisions of the personal data regulation in force in respect of the personal data processed on behalf of the Controller.



- 4.3.2 The Processor's documentation must be provided within reasonable time.
- 4.3.3 The specific content of the obligations under clause 4.3.1 is described in appendix 3 to this Processor Agreement.
- 4.4 Security breach
 - 4.4.1 The Processor shall notify the Controller of any personal data breach which may potentially lead to accidental or unlawful destruction, alteration, unauthorised disclosure of, or access to, personal data processed for the Controller ("Security Breach").
 - 4.4.2 Security Breaches must be reported to the Controller without undue delay.
- 4.5 Assistance
 - 4.5.1 The Processor shall to the necessary and reasonable extent assist the Controller in the performance of its obligations in the processing of the personal data covered by this Processor Agreement, including in connection with:
 - a) responses to data subjects on exercise of their rights;
 - b) security breaches;
 - c) impact assessments; and
 - d) consultation of the supervisory authorities.

5. Sub-Processors

- 5.1 The Processor may only use a third party for the processing of personal data for the Controller ("Sub-Processor") provided that it is specified in:
 - a) appendix 4 to this Processor Agreement; or
 - b) Instructions from the Controller.
- 5.2 The Processor and the Sub-Processor shall conclude a written agreement imposing the same data protection obligations on the Sub-Processor as those of the Processor (including in pursuance of this Processor Agreement).
- 5.3 Moreover, the Sub-Processor also acts only under the Instructions of the Controller.
- 5.4 The Processor is directly responsible for the Sub-Processor's processing of personal data in the same manner as had the processing been carried out by the Processor.



6. **Transfer to third countries and international organisations**

6.1 The Processor may only transfer personal data to third countries or international organisations to the extent specified in:

- a) appendix 5 to this Processor Agreement; or
- b) Instructions from the Controller.

6.1 In any case, personal data may only be transferred to the extent permitted under the personal data regulation in force.

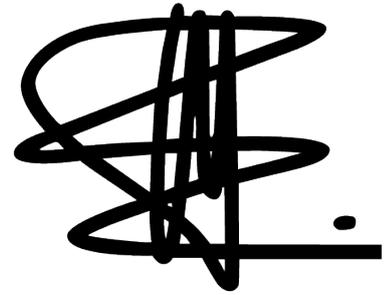
7. **Data processing outside the scope of the Instructions**

7.1 The Processor may process personal data outside the scope of the Instructions in cases where required by EU law or national law to which the Processor is subject.

7.2 If personal data are processed outside the scope of the Instructions, the Processor shall notify the Controller of the reason. The notification must be made before processing is carried out and must include a reference to the legal requirements forming the basis of the processing.

7.3 Notification should not be made if such notification would be contrary to EU law or national law.

7.4 The Processor and any Sub-Processors shall return all personal data processed by the Processor under this Processor Agreement to the Controller on termination of the Processor Agreement, provided that the Controller is not already in possession of the personal data. The Processor is then obliged to delete all personal data from the Controller. The Controller may request adequate information for such deletion.



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8. Signatures

For the Client (The Controller)

Name:

Title:

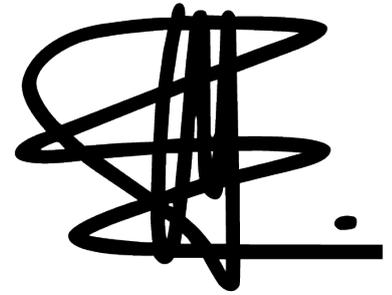
Date:

For EHRENBERG SØRENSEN (The Processor)

Name: Allan Sonne Sørensen

Title: Partner & CEO

Date: 23 May 2018



EHRENBERG SØRENSEN
KOMMUNIKATION

APPENDIX 1

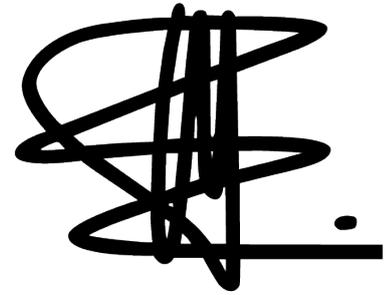
PRIMARY SERVICE

1. Primary Service

- 1.1 The Primary Service consists of services including but not limited to consulting and implementation of activities within communication, public affairs, public relations and strategic advice. The provision of services is tailored to the individual needs and goals of the client and are governed by separate cooperation agreements between the Controller and the Processor.

2. Personal data

- 2.1 Types of personal data processed in connection with the delivery of the Primary Service:
- a) General personal data, including name, position, area of professional responsibility, address, telephone number, email address and IP-address.
 - b) Sensitive personal data in the form of personal photos.
 - c) Civil registration number.
- 2.2 The category of registered identified or identifiable natural persons covered by the Processor Agreement:
- a) Employees
 - b) Clients
 - c) Suppliers

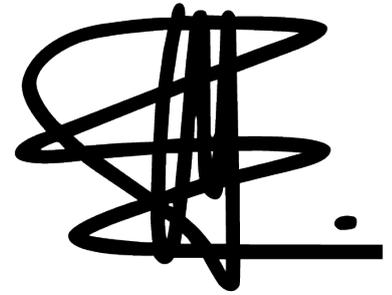


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APPENDIX 2

TECHNICAL AND ORGANISATIONAL SECURITY REQUIREMENTS AND SAFEGUARDS

1. **Safeguards provided for the required security of processing**
- 1.1 The Processor has provided the following specific safeguards:
 - a) The prevention of unauthorized persons from gaining access to Personal Data Processing systems (physical access control).
 - b) The prevention of Personal Data Processing systems from being used without authorization.
 - c) Ensuring that persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights.
 - d) Ensuring that Personal Data is Processed solely in accordance with the instructions provided in this agreement and any internal guidelines.



APPENDIX 3

DOCUMENTATION FOR COMPLIANCE WITH OBLIGATIONS

As part of the Processor's demonstration to the Controller of compliance with its obligations according to clause 4.3 of the Processor Agreement, the following points must be completed and observed.

1. **General documentation to the Controller**

- 1.1 Upon written request, the Processor is obliged to submit documentation to the Controller.
 - a) A declaration from the Processor specifying that, during the processing of personal data on behalf of the Controller, the Processor continuously ensures compliance with its obligations under this Processor Agreement.
 - b) A description of the practical measures, both technical and organisational, implemented by the Processor to ensure compliance with its obligations under the Processor Agreement.

2. **Audit**

- 2.1 Upon written request, the Processor shall contribute to and give access to audit.

3. **Other conditions**

- 3.1 The above points should not be considered exhaustive, and the Processor therefore undertakes to take any such actions and measures as are necessary for the demonstration of the Processor's obligation under clause 4 of the Processor Agreement.
- 3.2 The Processor is not obliged to follow a request from the Controller according to this appendix 3 if the request is in violation of the personal data regulation. The Processor shall notify the Controller if the Processor finds that this is the case.



APPENDIX 4 SUB-PROCESSORS

1. General

1.1 The Controller hereby approves that the Processor uses the following Sub-Processors:

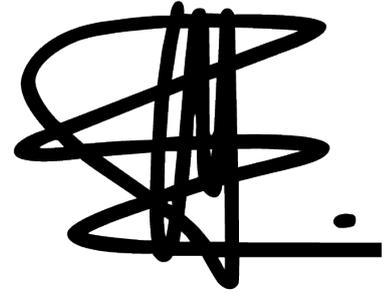
- a) EHRENBERG SØRENSEN Kommunikation Aps, Nyhavn 43, 1, DK-1051 Copenhagen, VAT number 35249397
- b) EHRENBERG SØRENSEN Kommunikation GmbH, Kajen 10, D-20459 Hamburg, VAT number DE214091503
- c) EHRENBERG SØRENSEN Kommunikation AB, Nybrogatan 39, SE-114 39 Stockholm, VAT number SE559100576301
- d) EHRENBERG SØRENSEN Kommunikation AS, Sandakerveien 138, NO-0484 Oslo, VAT number NO916643209
- e) Gotcha A/S, Alexander Foss Gade 13, 2. Sal, DK- 9000 Aalborg, VAT number DK37683671

In addition to the above-listed Sub-Processors, the Controller also approves the Processor's use of certain technical third party data processors, which are listed in the separate Privacy Policy accessible on the Processor website: <http://www.ehrenbergsoerensen.com/en-gb/privacy-policy>

1.2 The Processor may not use a Sub-Processor without prior specific written approval from the Controller. The Processor may only withhold such approval if specifically and reasonable justifiable.

1.3 For the purpose of the Processor Agreement, the Controller hereby gives the Processor general written approval to use a Sub-Processor. The Processor shall notify the Controller in writing of the use of a Sub-Processor prior to commencement of the use. Similarly, the Processor shall notify the Controller when a Sub-Processor is no longer used.

1.4 The Processor is allowed to make objections to such a Sub-Processor if reasonably justifiable.



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APPENDIX 5 TRANSFER TO THIRD COUNTRIES AND INTERNATIONAL ORGANISATIONS

1. General

- 1.1 Personal data may not be subjected to processing by the Processor or a Sub-Processor in a country outside the European Union or EEA (a "Third Country") or an international organisation, unless specifically permitted by the Controller.
- 1.4. The Processor shall notify the Controller of the transfer before it takes place.