

Appendix 2

DATA PROCESSING AGREEMENT-DPA

DATE: 15-05-2018

BETWEEN**Supplier**

Moranti Services A/S
Bådehavns­gade 2A
DK-2450 København SV
Company No. 38145622

Referred to as the data processor

Customer

Navn
Adresse
Postnr og by
Company No.

Referred to as the data controller

1. Background

Inbound

The data controller wants the data processor to handle incoming calls per phone/mail/social media on behalf of the data responsible. The calls are answered/transferred/forwarded/recorded according to the contractually agreed terms.

Outbound

The data controller wants the data processor, by phone, to handle the verification of leads delivered by the data controller. This includes information of people who have consented to be contacted by phone, of the data responsible. All calls are recorded as contractually agreed.

2. Restrictions

The data processor is acting according to the instructions of the data controller. The data controller determines the purposes and how the processing of personal data should be handled.

3. Security

The data processor will take appropriate technical and organizational security measures in order to protect data against accidental or unlawful destruction, loss or alteration and against the unauthorized disclosure, abuse or other processing in violation of the law concerning the processing of personal data.

“Applicable Data Protection Laws” mean any applicable law relating to data protection and security, including without limitation EU Data Protection Directive (EU Directive 95/46/EC of the European parliament and of the council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data) , Directive on privacy in electronic communications (Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector) and General Data Protection (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 [applicable from 25th of May 2018] on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 94/46/RC) and any amendments, replacements or renewals thereof [collectively the “EU Legislation”], all binding national laws implementing the EU Legislation and other binding data protection or data security directives, laws, regulations and rulings valid at the given time.

“International Data Transfer” means transfer of Personal Data to recipients outside EU Member State or EEA Country (“third country”) being understood that Personal Data transfer shall include transfer of Personal Data as such as well as access made available to Personal Data.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be directly or indirectly identified by reference to an identifier such as a name, address, social security number, subscription number, IP address, location data, an online identifier, traffic data or message content or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Security Requirements” means all agreed applicable security requirements and security instructions and their updates applicable at each point in time depending on the nature of the Deliverables to be provided by Data Processor. Security Requirements include:

- (i) the Security provisions of the Agreement
- (ii) the Security Directives
- (iii) Further security instructions as provided by Data Controller from time to time

For the avoidance of doubt, any other terms defined in the Agreement between the Parties shall, when applicable, have the meaning set forth in such Agreement.

Upon request from the data controller, the data processor must immediately provide adequate information to enable the data responsible to assess and verify that the necessary security is implemented and complied.

By own initiative, the data processor is obliged to seek clarification of any doubt on security requirements and fulfilment, including contact to the data responsible.

Special attention to:

Collecting the data must not be stored longer than necessary for the purposes for which they were collected.

Persons, of whom data are collected, are entitled to be informed for what purpose the data are collected.

The information may not be disclosed to third parties, unless required by existing legislation or on instructions from the data controller.

The data processor will ensure that only persons, who are authorized by the data processor, have access to the personal data processed.

When processing data outside of the data processor’ premises, including the use of home offices or the like, ensures the data processor that the necessary technical and organizational security are complied.

Transfer of personal data to third countries can only be made within the limits of GDPR.

Deleting data media due to repair, replacement, scrapping and sale of data media must be performed efficiently by overwriting with a special program, destruction or demagnetization of the data medium.

4. Changes

At any time and without further notice, this data processing agreement can be changed if the changes are necessary to comply with the applicable rules and regulations for the processing of personal data.

5. Subcontractors

The data processor uses the following subcontractors, when entering into this agreement, for the purpose of solving the contractual obligations on behalf of data controller and approved by the data processor.

Lytzen IT
Aalborgvej 94
9800 Hjørring, Denmark
Company-No: 26195403

Technical Support including fault correction in accordance with Service Level Agreements (SLA)/ Maintenance & Support Agreements (M&S). Hosting and contact center management.

6. Signatures

This supplementary agreement is signed in two (2) identical copies of which each party retain a copy.

Date: / 20

Date: / 20

Moranti Services A/S

Customer

Birgitte Dam Kræmmergaard
CEO

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