

# Data processing agreement

## 1. The parties

As of today a data processing agreement has been entered between

### The Dataprocessor

GoodiePack

Nytorv 18, 3. Sal

9000 Aalborg CVR-no. 37 19 75 72 (Hereafter named 'The Company')

And

### Data Controller (Hereafter named "The Client")

The Data processor and the Data Controller will henceforth be named the Parties and separately as a Party. This Data Processing Agreement has been updated 02/13/2019.

## 2. General

The Company runs a business with digital concepts, where users can receive a goodiepack. A goodiepack is a web-based solution, where the receiver via a hyperlink is navigated to a GoodiePack-website, where the receiver can get practical information regarding an event or the like, read more and make use of selected offers and advantages from partners and sponsors. In this regard the Company receives data from the Client that is processed in the Goodiepack IT-system in accordance to the instructions and conditions appearing in this Data Processing Agreement.

The Company has appointed a Data Protection Officer ("DPO") whose primary task is via counseling and surveillance to ensure the Company's compliance with the EU GDPR and internal politics regarding protection of personal information. The Client may at any time contact the Company's DPO at [dpo.goodiepack.com](mailto:dpo.goodiepack.com).

## 3. Purpose of agreement

3.1 The purpose of this agreement is that the Company processes personal information on behalf of the Client and following instruction from the Client for, among other things, marketing purposes as well as being able to offer and forward a goodiepack via electronic mail.

3.2 At the same time, the agreement has the purpose of ensuring an adherence to the current General Data Protection Regulation in Denmark.

## 4. Obligations of the Client

4.1. The Client is Data Controller of the personal information, which the Client instructs the Company to process, and thus it is the Client, who determines for which purposes actions towards personal information may be undertaken.

4.2. The Client is responsible for that the personal data, which the Client instructs the Company to process, can be processed by the Company, hereunder that the Client has guaranteed the required basis following the General Data Protection Regulations.

4.3. The Client is obligated to inform the Company in instances of the Client's contingent sharpened IT-security rules, which the Company is also obligated to inform contingent subcontractors about.

4.4. The Client is obligated to comply with the obligations, which the legislation has put upon the Client, being the Data Controller.

4.5. All data transfer of personal information from the Client to the Company must happen in accordance to appropriate IT-custom, and in consideration of minimizing the risk of a third-party gaining access to or

misuses the personal data, to the fullest extent. In this regard, the Client takes the necessary measures, and is responsible for the data transfer.

## **5. Obligations of the Company**

5.1. The Company is the Data Processor of the personal information, which the Company handles on behalf of the Client.

5.2 The Company solely processes the personal information following instructions from the Client for the purpose of fulfilling this agreement.

5.3 The Company must ensure the personal information via technical and organizational security measure to counter that personal information is:

5.3.1 destroyed, lost, altered or reduced

5.3.2 made aware by unauthorized persons or misused

5.3.3 moreover handled against regulations

5.4 The Company should at the request of the Client help to fulfill the Client's obligations concerning the rights of the registered, hereunder the answering of requests from Client's clients regarding insight into one's own information, delivery of these information, correction, deletion etc.

5.5 In case the Company deem an instruction to be against regulations, the Company must inform the Client of this immediately.

5.6 The Company must notify the Client of any security breach.

## **6. Subcontractor (Sub Data Processor)**

6.1. A Sub Data Processor means a subcontractor to which the Company has assigned the whole or parts of the process that the Company handles on behalf of the Client.

6.2. The Company must not make use of other sub data processors than those disclosed at the signing of the agreement, without a written consent from the Client. If the Company assigns the process of personal information, which the Client is the Data Controller of, the Company must enter in a written data processing agreement with the sub-data processor. This data processing agreement must impose on the sub data processor the same data protection obligations, which the Company is imposed to at present.

The Company has entered in a corresponding data processing agreement with the systems made aware hereunder:

6.2.1 The Company makes use of Amazon Web Services to host the data.

6.2.2 The Company makes use of Stripe to handle payment

6.2.3 The Company makes use of GatewayAPI as SMS gateway

6.2.4 The Company makes use of Mailgun to distribute emails.

6.2.5 The Company makes use of Mailchimp to distribute newsletters.

## **7. Return of data**

7.1 At the end of an agreement the Client has the right to request a complete deletion of the Clients data material by contacting the Company at [dpo@goodiepack.com](mailto:dpo@goodiepack.com)

## **8. Non-compliance**

8.1 A party may cease the agreement by written notice to the other party, if a considerable breach of the aforementioned data processing articles happens.

## **9. Termination**

9.1 The agreement is signed with the signature of both parties and will continue as long as payment is made as described in the agreement.

## 10. Confidentiality

10.1. The Company is under obligation to keep the personal information confidential and is thus solely eligible to make use of the personal information in accordance to the fulfillment of obligations in the present agreement. This also applies to the Company's employees.

## 11. Applicable law and arbitration

11.1. The agreement is subject to Danish law

11.2. Any disagreement concerning this agreement must be settled conclusively by arbitration appointed by The Danish Arbitration Institute following the arbitration rules in force.

## 12. Signatures

12.1. The Client has by registration entered this data processing agreement.

Date:

The Company  
René Jespersen CTO

The Client



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