

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “**DPA**”) is entered into between the Merchant (below, the “**Controller**”) and ePay (below, the “**Processor**”). The Controller and the Processor are separately referred to as “**Party**” and jointly as the “**Parties**”. The DPA constitutes a part of the Terms and Conditions for ePay (below, the “**Agreement**”). The Processor will process personal data on behalf of the Controller when the Controller uses the Administration ePay back-office (currently available at admin.ditonlinebetalingssystem.dk) and/or when the Controller instructs the Processor to store card details on the Controller’s behalf. The Controller is the data controller in relation to the processing of the Personal Data. The Processor is data processor.

1 DOCUMENTS

This DPA consists of this main document and [Appendix 1, Instructions and Sub-Processors](#).

2 DEFINITIONS AND INTERPRETATION

In this DPA, capitalized terms shall have the meanings set out below or if not defined herein, the meanings set forth in Applicable Legislation or the Agreement.

Applicable Legislation means (i) the GDPR, and (ii) any applicable supplementary legislation to the GDPR.

GDPR means Regulation (EU) 2016/679 of the European Parliament and the Council as amended, supplemented and/or varied from time to time.

Personal Data means the personal data (as defined in Applicable Legislation), specified in [Appendix 1](#) hereto.

3 INSTRUCTIONS

3.1 The Processor shall process the Personal Data in accordance with the DPA, Applicable Legislation and the Controller’s written instructions set forth in [Appendix 1](#). The Controller is responsible and liable for that its instructions for processing of Personal Data complies with Applicable Legislation and that the Controller further meets all other obligations of a data controller under Applicable Legislation.

3.2 The Processor may not process the Personal Data for any other purposes or in any other way than as instructed by the Controller from time to time. The Parties

shall update [Appendix 1](#) in the event of new or amended instructions.

3.3 Notwithstanding the above, the Processor may undertake reasonable day-to-day actions with the Personal Data without having received specific written instructions from the Controller, provided that the Processor acts for and within the scope of the purposes stated in [Appendix 1](#).

3.4 In the event that the Processor considers that any instruction violates Applicable Legislation, the Processor shall refrain from acting on such instructions and shall promptly notify the Controller and await amended instructions.

4 SECURITY MEASURES

4.1 The Processor shall maintain adequate security measures to ensure that the Personal Data is protected against destruction, modification and proliferation. The Processor shall further ensure that Personal Data is protected against unauthorized access and that access events are logged and traceable.

4.2 The Processor shall ensure (i) that only authorized employees who need access to the Personal Data for the fulfilment of the Processor’s obligations under the Agreement have access to the Personal Data, (ii) that the authorized employees process the Personal Data only in accordance with this DPA and the Controller’s instructions and (iii) that each authorized employee is bound by a confidentiality undertaking towards the Processor in relation to the Personal Data.

4.3 The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach. Such notification shall, where possible, at least contain the information described in Article 33.3 of the GDPR.

5 THE PROCESSOR’S OBLIGATIONS TO ASSIST

The Processor shall assist the Controller with the fulfilment of the Controller’s obligation to ensure that the data subjects may exercise their rights under Applicable Legislation by ensuring appropriate technical and organizational measures. The Processor shall further assist the Controller in relation to the Controller’s obligations under Articles 32-36 of the GDPR.

6 SUB-PROCESSORS

6.1 The Processor may engage third parties to process the Personal Data or any part thereof on its behalf (“**Sub-Processor**”). Where the Processor intends to engage a new Sub-Processor, the Controller must be informed thereof in

writing. The new Sub-Processor may process the Personal Data if the Controller has not objected in writing 10 days after such information was provided. The Processor is responsible towards the Controller for its Sub-Processors' acts and omissions as for its own. Sub-Processors are listed in Appendix 1, which shall be updated in the event of changes to the Sub-Processors.

6.2 The Processor shall enter into a written agreement with every Sub-Processor, in which each Sub-Processor undertakes obligations at least reflecting those undertaken by the Processor under this DPA.

6.3 In the event the Controller objects to any new Sub-Processor in accordance with Section 6.1, the Processor shall refrain from using such Sub-Processor. If that is not practically or commercially reasonable according to the Processor, the Processor shall at its sole discretion be entitled either to (i) receive compensation from the Controller for any additional costs incurred by it due to such objection, or, (ii) terminate the DPA on 45 days' notice.

7 TRANSFERS TO THIRD COUNTRIES

The Processor is entitled to transfer personal data outside the EU/EEA, or engage a Sub-Processor to process Personal Data outside of the EU/EEA, provided the Processor has an applicable legal ground for such transfer. The Processor shall upon the Controller's request provide documented evidence showing the applicable legal ground for the transfer.

8 AUDIT

8.1 Upon the Controller's request, the Processor will once per calendar year provide to the Controller the information necessary to demonstrate the Processor's compliance with its obligations under Applicable Legislation and this DPA.

8.2 If the Controller, despite receiving the information set out in Section 8.1 above, has a legitimate and documented reason to suspect that the Processor does not fulfill its obligations under Applicable Legislation and this DPA, the Controller shall be entitled on 30 days' written notice to carry out an audit of the Processor's processing of the Personal Data and information relevant in that respect. The Processor shall assist the Controller, disclose any information necessary and provide the access necessary in order for the Controller to carry out such audit. Each Party shall carry its own costs for such audit.

8.3 If a data protection authority carries out an audit of the Processor which may involve the processing of Personal Data, the Processor shall promptly notify the Controller thereof.

9 COSTS

The Processor shall be entitled to an hourly remuneration of SEK 995,00 for any time spent to comply with Section 5. The Controller shall further bear all costs incurred by the Processor due to any altered or additional instructions issued by the Controller regarding the processing of the Personal Data.

10 CONFIDENTIALITY

10.1 The Processor undertakes not to disclose or provide any Personal Data, or any information related to the Personal Data, to any third party unless necessary to fulfil the Agreement. For the avoidance of doubt, any Sub-Processor or affiliate of the Processor shall not be considered a third party for the purposes of this Section 10. The Processor shall be responsible for the lawfulness of such disclosure. This confidentiality obligation will continue to apply also after the termination of this DPA without limitation in time.

10.2 Notwithstanding Section 10.1 above, the Processor may disclose such information if the Processor is obliged hereto by law, judgement by court or by decision by a competent authority. When such obligation arises, the Processor shall promptly notify the Controller in writing before disclosure, unless restricted from doing so under Applicable Legislation.

11 LIMITATION OF LIABILITY

11.1 Each Party's liability for damages under this DPA is governed by the Agreement.

11.2 Notwithstanding Section 11.1 above, if a Party becomes liable to a data subject under Applicable Legislation and the other Party was involved in the same processing as formed the basis for the data subject's claim, the other Party shall (in accordance with Article 82.5 of the GDPR) reimburse the liable Party with the part of the compensation corresponding to the other Party's part of the responsibility for the damage. In addition, the other Party shall compensate the liable Party for fair and proportionate (in relation to the other Party's liability) costs of defending such claims. Further, a Party subject to a claim from a data subject shall within reasonable time inform the other Party in writing of the claim, if it is likely that claims against the other Party may be made. The other Party shall gain insight into the data subject's and the Party's documents in such lawsuit and shall be given the opportunity to comment on this.

11.3 For the avoidance of doubt, administrative fines under Article 83 of the GDPR, due to a Party's breach of its obligations under the GDPR, will be imposed on the offending Party and is not subject to liability settlement between the Parties under this DPA.

12 RETURN AND DELETION OF DATA

Upon termination of the Agreement, the Processor shall on the Controller' instruction, transfer the Personal Data to the Controller (such transfer to be made in a common machine-readable format). The Processor will erase the Personal Data from its systems no earlier than 30 days and no later than 60 days after the effective date of termination of the Agreement.

13 TERM

This DPA shall, notwithstanding the term of the Agreement, enter into effect when the Processor commences to process Personal Data on behalf of the Controller and shall terminate when the Processor has erased the Personal Data in accordance with Section 12 above.

APPENDIX 1 – INSTRUCTIONS AND SUB-PROCESSORS

1 INSTRUCTIONS

Any processing carried out by the Processor shall be carried out in accordance with the following instructions. If the Processor processes Personal Data in violation with these instructions, the Processor will be deemed data controller.

	INSTRUCTION
Purposes of the processing	<p>The Personal Data is processed to be transferred by the Processor to the Processor's 3rd party-partner, when the registered individual (the Merchant's end-customer) has chosen to pay any payment option available. The 3rd party provider needs the Personal Data to create the payment.</p> <p>If the Controller instructs the Processor to store card details on the Controller's behalf, e.g. to enable recurring payments or to make future purchases easier for its end-customers, the processing will also include processing of card details.</p>
The character of the processing	<p>The character of the processing is collection of the Personal Data and transferring it to the Processor's 3rd party provider.</p> <p>The processing may also include storing of Personal Data.</p>
The period of the processing	<p>For each individual purchase, the Personal Data is stored for the period needed for business purposes.</p>
Categories of Personal Data	<p>This varies, but usually includes the registered individual's name, address, social security number, purchased goods or services, amount payable, delivery method and e-mail address.</p> <p>The processing may also include card details.</p>
Categories of data subjects	<p>Merchant's end-customer</p>

2 SUB-PROCESSORS

Name	Reg. no.	Data processing location	Service description
Amazon Web Services, Inc.	4152954	Ireland	Hosting services
SFDC Sweden AB	556665-6814	Sweden	CRM
Infobip Ltd.	7085757	Germany	SMS Service