



9 March 2018

Schedule [DPA] Data Processing Agreement

Napp A/S as Supplier to [Client Name]



1 Introduction

- 1.1 In this Schedule, Napp A/S will be referred to as the “Data Processor” and [Client Name] will be referred to as the “Data Controller”.
- 1.2 The Data Processor will during the term of the Agreement be processing personal data on behalf of the Data Controller for the purpose of app publication of [Client Name] publications, products, etc., handling user login and data in a Napp Siesta solution.
- 1.3 The Data Processor will be processing the following type of personal data under the Agreement:
 - (a) Names and addresses, including email addresses.
- 1.4 The personal data regards the following categories of data subjects:
 - (a) [Client Name] employees and external customers.

2 Instructions and security

- 2.1 The Data Processor shall only process personal data on behalf of the Data Controller and only on instruction from the Data Controller.
- 2.2 The Data Processor shall implement appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of the provisions laid down in the Directive 95/46 EC of the European Parliament and the Council and any applicable laws implementing it and/or any latter amendments hereof, including the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing the EU Directive (hereinafter referred to as the “**Data Protection Legislation**”).
- 2.3 Upon the Data Controller’s written request, the Data Processor shall permit the Data Controller or any third party appointed by the Data Controller (subject to reasonable and appropriate confidentiality undertakings), to audit the Data Processor’s data processing activities and comply with all reasonable and commercially viable requests or directions by the Data Controller to enable the Data Controller to verify and/or procure that the Data Processor and/or sub-processors are in compliance with their obligations under this Agreement and the Data Protection Legislation. The Data Processor shall be entitled to charge the Data Controller a reasonable fee for its assistance in relation to the conduct of any audits.
- 2.4 The Data Processor must upon the request of any public authority, grant the authority access to perform an audit or other investigation of the processing of Personal Data conducted by the Data Processor. The Data Processor shall accommodate any request made by the public authority for copies of the auditing reports performed in accordance with Clause 2.3. The Data Processor shall without undue delay inform the Data Controller in writing upon receiving such request, unless expressly prohibited by the public authority.



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2.5 The Data Processor will ensure that the employees processing personal data on its behalf have committed themselves to the obligation of confidentiality regarding any personal data processed under this Agreement. The obligation of confidentiality will continue after the termination of the Agreement.

3 Sub-processing

3.1 The Data Processor may sub-contract its processing operations performed on behalf of the Data Controller to a data processor upon thirty (30) days' written notice to the Data Controller.

3.2 Where the Data Processor sub-contracts its obligations, as described in Clause 4.1 above, it shall do so only by way of a written agreement with the sub-processor which imposes the Agreement. same obligations on the sub-processor as are imposed on the Data Processor under this

4 Data breach notification

4.1 The Data Processor shall without undue delay notify the Data Controller in case of any identified or potential breach of personal data processed under the Agreement.

5 Termination

5.1 Notwithstanding the provisions in the Agreement, the provisions in this Schedule shall remain in force as long as the Data Processor processes personal data of the Data Controller.

5.2 Upon termination of the Agreement, the Data Processor must return all material containing personal data, or upon request from the Data Controller delete the personal data.

6 Liability

6.1 The Data Processor's liability to the Data Controller under this Schedule for breach of the data protection obligations set out in this Schedule [DPA] (Data Processing Agreement) is limited to the one-time fee paid by the Data Controller.



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Date:

For Data Controller

Name:
Title:

Date:

For Data Processor

Name: Niklas Laugesen
Title: Managing Partner