



# Data Processing Agreement

About Valeur's processing of information on behalf of the customer



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## Data processing agreement basis

- 1.1 This Data Processing Agreement is entered into as a part of the Parties at all times applicable Trade Agreement/ Contract/Provision Agreement (hereinafter the Provision Agreement) and subsequently agreed supplementary contracts on the provision of one or more of the related services. The terms of the Provision Agreement are thereby effective as an integrated part of the Data Processing Agreement.
- 1.2 In the event of disagreement between the terms of the Provision Agreement and the Data Processing Agreement, the Data Processing Agreement will take precedence.
- 1.3 The purpose of the Data Processing Agreement is to regulate compliance with the at all times applicable personal data protection legislation in the processing of personal data that Valeur A/S performs on behalf of the Customer. This legislation is Danish Act no. 429 of the 31/05/2000 on the processing of personal data with subsequent amendments (Personal Data Protection Act) and, from May 25, 2018, the European Parliament and Council's Regulation (EU) 2016/679 of April 2, 2016 (hereinafter the Data Protection Regulation) as well as supplementary Danish legislation in the area. All concepts in the Data Processing Agreement are to be interpreted in accordance with the definitions in this legislation.

## Area of application and scope

- 2.1 In signing the Data Processing Agreement, Valeur A/S is authorised to perform processing of personal data on behalf of the Customer as part of the performance of the agreed Services under the Provision Agreement. Processing shall take place under the conditions contained in the Data Processing Agreement, including appendix 3 and the Provision Agreement (Instructions).
- 2.2 Beyond this, Valeur A/S may only process personal data following written or otherwise documented Instructions from the Customer.
- 2.3 Valeur A/S may additionally process personal data if this is required under EU law or member state law. If Valeur A/S performs such processing, Valeur A/S must notify the Customer of same before processing is carried out. Valeur A/S must not however notify the Customer if this would contravene EU law or member state law.
- 2.4 Valeur A/S may not process entrusted personal data for any other purpose than fulfilment of the agreed Services under the Provision Agreement, unless the Customer indicates another purpose and instructs Valeur A/S on such other processing.

## The personal data processed

- 3.1 The types of personal data entrusted to Valeur A/S' processing when the Data Processing Agreement comes into force are specified by the Customer in appendix 1 together with the categories of the registered persons the data relates to.
- 3.2 If changes are made to the types of personal data or categories of registered persons, these changes must be agreed in accordance with the procedure in the Provision Agreement on changes and must be drawn up as a supplement to the Data Processing Agreement.

## Duration

- 4.1 The Data Processing Agreement comes into force when both Parties have signed the agreement.
- 4.2 The Data Processing Agreement remains in effect until Valeur A/S' obligations under the Provision Agreement have been fulfilled.
- 4.3 Conforming with the Customer's choice, Valeur A/S will delete or return all personal data to the Customer when the Service involving processing has concluded, and Valeur A/S will delete existing copies, unless Valeur A/S is under a legal obligation that compels the storage of personal data. Deletion or return of personal data must be done in compliance with any Provision Agreement regulation regarding this, and otherwise following the Customer's instructions and without undue delay. Customer data included in a backup procedure performed by Valeur A/S is deleted in conformity with the agreed retention period for each individual system.

## The customer's obligations

- 5.1 As Data Controller, the Customer is responsible for complying with currently applicable personal data legislation in relation to the personal data that is entrusted to Valeur A/S for processing. Under which the Customer is namely responsible for, and warrants that:
  - 5.2 The statement in appendix 1 is exhaustive and that Valeur A/S may act in accordance with this, including in relation to determining the necessary security measures.
  - 5.3 The Customer has the necessary legal authority to process, and entrust to Valeur A/S the processing of, the personal data that is processed under the Data Processing Agreement.
  - 5.4 The issued Instructions, in accordance with which Valeur A/S shall process the personal data on behalf of the Customer, are legal.
  - 5.5 All the Customer's instructions are issued in writing or are quickly followed up with written documentation.
  - 5.6 The Customer without undue delay will notify Valeur A/S in writing of any completed consequence analyses that may be relevant to the entrusted processing activities and that the Customer at the same time furnishes Valeur A/S with the necessary knowledge of the analysis in relation to Valeur A/S' performance of the processing activities under the Data Processing Agreement.
  - 5.7 That the Customer without undue delay informs Valeur A/S in writing of any circumstances on the Customer's side of significance for Valeur A/S' assessment of the associated risk in the performance of the entrusted processing activities, including an assessment of what suitable security measures for the protection of the data would encompass.

## Technical and organisational security measures

- 6.1 The Parties agree that the technical and organisational security measures that are agreed or presupposed by Valeur A/S in connection with the Provision Agreement, including the actually implemented measures in the provision, are adequate to ensure a security level that is equal to the risk associated with the processing activities that are performed on the Customer's behalf when agreeing the Data Processing Agreement: In relations between the Parties the Customer is responsible for ensuring that decisions are taken on the equipment utilised, services etc., which are suitable in relation to the risk for registered persons in the performance of the processing activities.

- 6.2 Valeur A/S will however continually assess the security level and will implement suitable (a) technical and (b) organisational measures to ensure a security level that is equal to the risk associated with the processing activities that are performed on the Customer's behalf. The measures shall be taken with consideration of the current technical level, implementation costs and the nature, scope, composition and purpose of the processing in question as well as the risks, of varying probability and seriousness, to the rights of physical persons and civil liberties. In this, Valeur A/S must take the types of personal data described in appendix 1 into consideration when determining these measures.
- 6.3 To the extent that it is necessary to alter the technical and organisational measures following Valeur A/S' assessment as named in point 6.2, Valeur A/S will notify the Customer of this. The changes will then be executed in accordance with the change procedure agreed in the Provision Agreement and where no change procedure has been agreed then according to an ad hoc agreement, which will also take into consideration the implementation costs and Valeur A/S' remuneration for implementing the changes. If agreement can not immediately be reached on changes to the technical and organisational measures, Valeur A/S is entitled, without incurring liability under the Provision Agreement, to suspend further processing of the entrusted data until such time as the Customer has facilitated completion of the necessary changes to the security measures.

## Employee conditions

- 7.1 Valeur A/S must ensure that the persons authorised by Valeur A/S to perform processing of the entrusted personal data have signed adequate confidentiality declarations or are subject to a legally determined non-disclosure obligation.
- 7.2 Valeur A/S must ensure that the persons authorised by Valeur A/S to perform processing of the entrusted personal data are aware of the requirement that personal data may only be processed following Customer instructions.

## Security breaches

- 8.1 Valeur A/S must immediately and no later than 24 hours after becoming aware that a breach of personal data security has occurred inform the Customer.
- 8.2 The notification must include the actual circumstances of the breach of personal data security, its effects and the adopted and planned remediation measures.

## Assistance for the fulfilment's of the customer's data protection obligations

- 9.1 At the Customer's explicit request and considering the agreed technical level, Valeur A/S will assist the Customer, taking account of the nature of the processing, as far as technically possible and with the help of suitable technical and organisational measures, with the fulfilment of the Customer's obligations to respond to requests regarding exercise of the rights of registered persons as required in the currently applicable personal data legislation.
- 9.2 At the Customer's explicit request and considering the agreed technical level, Valeur A/S will assist, taking account of the nature of the processing and the data that is accessible for Valeur A/S, to ensure compliance with the Customer's obligations in processing personal data that is covered by this Data Processing Agreement, including in connection with:

- 1 Implementation of suitable technical and organisational measures to ensure a security level that is appropriate to the risks associated with the Customer's processing of personal data,
- 2 Reporting breaches of personal data security to the supervisory authorities,
- 3 Reporting breaches of personal data security to the persons registered,
- 4 Carrying out a consequence analysis concerning data protection and
- 5 Preceding inquiries to the supervisory authorities.

## Proof of compliance audit

- 10.1 Valeur A/S will make available all information necessary for proof of compliance with the requirements of this Data Processing Agreement for the Customer.
- 10.2 Valeur A/S will facilitate and contribute to audits, including inspections, to be performed by the Customer or other auditor authorised by the Customer. The auditor must be generally capable of carrying out inspections and audits, and the Customer's selection of auditor must be presented to Valeur A/S for approval. Auditing and inspection may only take place after a minimum 4 weeks advance notice and must be performed in such a way that causes least possible disruption for Valeur A/S other business.
- 10.3 If an auditor other than the Customer is employed, this auditor must be independent and non-competitive in relation to Valeur A/S and must additionally be subject to confidentiality and non-disclosure obligations either under the law or as a consequence of a confidentiality agreement upon which Valeur A/S might directly base a claim against the other auditor in question.
- 10.4 Valeur A/S may also demand that the nominated auditor sign a declaration to comply with Valeur A/S' security provisions before the audit is initiated.
- 10.5 As far as this bears on point 10, Valeur A/S will promptly inform the Customer if an instruction in Valeur A/S' opinion contravenes current data protection legislation.

## Subcontracted data processors

- 11.1 With this Data Processing Agreement, the Customer gives their consent to Valeur A/S' use of other data processor(s) (Subcontracted data processors) for the performance of specific processing activities, that have been entrusted to Valeur A/S to perform for the Customer. Appendix 2 contains an overview of the Subcontracted processors that are employed at the time of Contract signing. Valeur A/S will inform the Customer of any planned changes regarding the addition or replacement of other Subcontracted data processors.
- 11.2 Valeur A/S must enter a written agreement with the Subcontracted data processors employed, which imposes the same data protection obligations on the Subcontracted data processor as Valeur A/S is subject to.
- 11.3 If Valeur A/S employs a Subcontracted data processor who provides their services on terms from which Valeur A/S has no option to agree deviations, the Subcontracted data processor's terms apply to those processing activities the performance of which have been entrusted to said Subcontracted data processor. Where processing is carried out on a Subcontracted data processor's terms, this is indicated in appendix 2.
- 11.4 Valeur A/S is not directly liable for the Subcontracted data processor's processing of personal data in the same way as if the processing was performed by Valeur A/S itself.

## Transfer of personal data to third country

- 12.1 The transfer of personal data to a third country (outside EU) requires the Customer's prior permission.
- 12.2 Any transfer of information that is subjected to processing or is planned to be processed after transfer to the third country or international organisation may, in addition, only take place if the conditions to do so in the currently applicable personal data legislation are adhered to by the Customer and Valeur A/S.
- 12.3 Valeur A/S must ensure that there are legal transfer grounds for the transfer to a third country. If the legal transfer grounds consist of an agreement between the Customer and receiver in a third country, Valeur A/S will assist the Customer in the agreement of same, or the Customer will authorise Valeur A/S in writing to enter into this agreement on behalf of the Customer and in the Customer's name. This applies both to standard contracts that are approved by the EU Commission and agreements that are approved by the Data Protection Authority (Denmark) or

## Commercial factors

- 13.1 Valeur A/S is entitled to payment according to hours used for the services that are performed under the Data Processing Agreement's 9, 10.1 and 10.2. Remuneration is calculated according to the agreed hourly rates in the Provision Agreement and where hourly rates are not agreed therein, according to Valeur A/S' current hourly rates.

## Liability and limitation of liability

- 14.1 The Parties are liable in agreement with the Provision Agreement's regulation. In relation to liability to third parties, the provisions of art. 82 of the Personal Data Act will however apply.
- 14.2 The Parties are liable for fines and other sanctions imposed on them and payment or compensation for such fines may not be claimed of the other Party.

## Signature



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Jan Brøgger Olsen, Data Manager

## Appendix: Treatment of subdata

Valeur uses the following subcontractors:

### Subcontractor

IT-Relation A/S	<p>Products:</p> <ul style="list-style-type: none"><li>- Hosting of data</li></ul> <p>Description</p> <p>Data is stored at IT-Relation</p> <p>Data processing agreement can be obtained <a href="mailto:gdp@itrelation.dk">gdp@itrelation.dk</a></p>
Analyzer A/S	<p>Products:</p> <ul style="list-style-type: none"><li>- Analyzing software</li></ul> <p>Description:</p> <p>In performing analysis tasks data is stored in Analyzer</p>
Jansson A/S	<p>Products:</p> <ul style="list-style-type: none"><li>- Telephone solutions</li></ul> <p>Description:</p> <p>Call data is run through Jansson's servers <a href="https://jansson.dk/salgs-leveringsbetingelser/">https://jansson.dk/salgs-leveringsbetingelser/</a></p>

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