DATA PROCESSING AGREEMENT

To the extent that Jacobsen Accounting processes personal data on behalf of the Customer and according to the Personal Data Regulation is a Data Processor, the following rules apply.

In the following, the Customer is referred to as "The Data Controller" and Jacobsen Accounting as "The Data Processor".

1. Scope of instructions

The Data Processor is authorized to process personal data on behalf of the Data Controller on the terms set out in the Data Processing Agreement.

The Data Processor may only process personal data according to documented instructions. At the time of signing, the Instruction constitutes, on the one hand, the parts of the agreement on the service relating to the Data Processor's processing of personal data on behalf of the Data Controller, and the parts of this data processing agreement, which either obliges, authorizes or restricts the Data Processor in relation to processing of personal data.

The Data Processor may only process the transferred personal data for the purpose of fulfilling the contract of service and shall not process the personal data for any other purpose without the consent of the Data Controller. In order to comply with the agreement on the service, the Data Processor is authorized to process general personal data of persons employed by the Data Controller. Whenever all or part of the performance of the scanning and filtering of the Data Controller e-mail traffic is authorized, the Data Processor is authorized to process sensitive personal data, according to Article 9 of the Personal Data Regulations, as well as personal data on criminal convictions and offenses, according to Article 10 of the Personal Data Regulation, to the extent that such data information occurs in the e-mail traffic that the Data Processors scans and filters on behalf of the Data Controller.

The Instruction can be changed or refined at any time by the Data Controller. Prior to changes to the Instructions, the Parties shall discuss and agree on the implementation of the amendments incl. implementation time and cost.

The terms of confidentiality of the Data Processing Agreement shall continue to be effective even after the termination of the Data Processing Agreement.

2. The Data Processor's obligations

2.1. Technical and organizational security measures

The Data Processor must, considering the current technical level, the implementation costs and the nature, extent, composition and purpose of the treatment in question, and the risks of variable possibilities and seriousness of the rights and freedoms for individuals, implement appropriate technical and organizational measures to ensure an appropriate level of security.

The Data Processor warrants to the Data Controller that the Data Processor will always implement the appropriate technical and organizational measures in such a way that the Data Processor's processing of personal data complies with the requirements of the applicable personal data protection regulations.

2.2. Employee relations

The Data Processor must ensure that employees, who process personal data for the Data Processor, have committed themselves to confidentiality or are subject to appropriate statutory confidentiality.

The Data Processor must ensure that access to the personal data is restricted to those employees for whom personal data is required to fulfil the Data Processor's obligations to the Data Controller.

2.3. Documentation of compliance

The Data Processor must, upon written request from the Data Controller, document to the Data Controller that the Data Processor:
a. complies with the Instructions
b. complies with the provisions of the actual personal data protection regulations at any time in respect of the personal data processed on behalf of the Data Controller.

For the purposes of documentation, the Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the said conditions.

The Data Processor shall, at the written request of the Data Controller, allow and contribute to audits, including inspections by the Data Controller or any other individuals authorized by the Data Controller.

The Data Processor's documentation of this must be done within a reasonable time.

2.4. Security breaches

The Data Processor shall, without undue delay, notify the Data Controller of any breach of data that could potentially lead to accidental or unlawful destruction, loss, modification, unauthorized disclosure, or access to the personal data processed for the Data Controller ("Security breach").

The Data Processor must then provide the information that must be included in a notification to the supervisory authority to the extent that the Data Processor is the closest involved.

The Data Processor carries the cost of this assistance, insofar as it is necessary to ensure compliance of the Data Controller to his/her obligations under the Personal Data rules.

2.5. Contribution to compliance with the Data Controller's obligations

The Data Processor must be able to contribute, in an organizational and technical manner, to the Data Controller being able to comply with his/her obligations under Chapter 3 of the Data Protection Regulation, to the extent that the Data Processor's involvement so requires.

The Data Processor assists the Data Controller in compliance with its obligations under Articles 32-36 of the Personal Data Regulation, to the extent that the Data Processor's participation so requires. The Data Processor is entitled to payment for the time used, for assistance under this obligation.

3. The Data Controller's obligations

The Data Controller must ensure that the Instructions are lawful in relation to the actual personal data regulations.

The Data Controller must ensure that the Instruction is appropriate in relation to the parties' cooperation.

4. Sub-processors

The Data Controller agreed that the Data Processor may make use of suppliers for the processing of personal data for the Data Controller ("Sub-Processor"). The Data Processor must notify the Data Controller of any scheduled additions or substitutions by other data processors, thereby allowing the Data Controller to object to such changes.

The Data Processor's use of the Sub- Processor is governed by an agreement that ensures that the Data Processor only processes data in accordance with the agreement between the Data Processor and the Data Controller. All communications with the Sub- Processor are handled by the Data Processor, unless otherwise specifically agreed.

The Sub-Processor may only transmit information to other countries if this is stated in the agreement with the Data Processor.

If the Sub-Processor does not comply with the agreement with the Data Processor, the Data Controller may prohibit the use of that Sub-Processor.

The Data Processor is directly responsible for the Sub- Processor's processing of personal data in the same way that was processed by the Data Processor him/herself.

5. Transfer to other countries and international organizations

The Data Processor must not transfer personal data to other countries and international organizations that are not covered by Article 45 (point 1) of the Personal Data Regulation, unless otherwise agreed in writing.

6. Confidentiality

Information regarding the contents of this Data Processing Agreement, the other party's business, which, either in connection with the transfer to the receiving Party, is disclosed as confidential information or, by its nature or otherwise, must be perceived as confidential, shall be treated confidentially and with the same care and discretion as the party's own confidential information. Data, including personal data, always constitute confidential information.

However, the confidentiality obligation does not apply to information that is or becomes publicly available, without this being due to a breach of a Party's confidentiality obligation, or information that is already in the possession of the receiving Party without a corresponding confidentiality obligation, or information independently acquired by the receiving Party.

7. Termination

The data processing provisions can only be cancelled or terminated in accordance with the provisions on termination and cancellation in the Main Agreement.

At the termination of the Data Processing Provisions, the Data Processor and its Sub- Processors shall, at the Data Controller's choice, either delete or return and delete existing copies of all personal data processed by the Data Processor on behalf of the Data Controller. The Data Controller may request the requisite evidence that this has happened.