

# Brandheroes™

## DATA PROCESSING AGREEMENT

**Between**

Any Customer of Brandheroes ApS  
Hereinafter ("Data Controller")

And

Brandheroes ApS  
CVR: DK37380865  
c/o Thomas Bro Hansen  
Østervangsvej 12  
8900 Randers C  
Denmark

Hereinafter ("Data Processor")

This Customer Data Processing Agreement reflects the requirements of the European Data Protection Regulation ("GDPR") as it comes into effect on May 25, 2018. BRANDHEROES's products and services offered in the European Union are GDPR ready and this Data Processing Agreement ("DPA") provides you with the necessary documentation of this readiness and what you have to do as a Customer at BRANDHEROES.

This DPA is an addendum to the Customer Terms of Purchase ("Agreement") between BRANDHEROES and the Customer. The Customer enters into this DPA on behalf of itself and, to the extent required under Data Protection Laws, in the name on behalf of its Authorized Affiliates (any of the Customer Affiliate(s) permitted to or otherwise receiving the benefit of the Services pursuant to the Agreement).

## **1. Preamble**

- 1.1. When entering into an Agreement of purchasing any of BRANDHEROES SERVICES, the Customer automatically enters into this DPA regarding BRANDHEROES Processing of Personal Data on behalf of the Customer.
- 1.2. These terms apply whether the Agreement was made online, over the phone, via email or in any other way.

## **2. Purpose**

- 2.1. BRANDHEROES may only process personal data for purposes that is a necessity to fulfil its obligations according to the Agreement

## **3. BRANDHEROES' obligations:**

- 3.1. To the extent that BRANDHEROES' obligations under the Agreement involve processing of personal data the following applies:
  - 3.1.1. BRANDHEROES warrants, both now and for the future, to fulfil its obligations according to the current data protection legislation.
  - 3.1.2. BRANDHEROES may only treat personal data by documented instructions from the Customer, including transfer of personal data to third parties, unless otherwise is required by the [European] Community law or national law of the Member States. In such cases, BRANDHEROES shall notify the Customer before commencing treatment unless the current law prohibits such notification for reasons of important social interests. If BRANDHEROES is of the opinion that the Customer's instructions are in violation of the valid data protection laws, BRANDHEROES shall immediately inform the Customer.
  - 3.1.3. BRANDHEROES shall implement appropriate technical and organizational arrangements to ensure sufficient security that the processed information is not accidentally or illegally de-

stroyed or lost or reduced. These arrangements must also secure, that the processed information won't get to unauthorized disclosure, be misused or otherwise treated in violation of the Danish data protection legislation currently in force. Hence, BRANDHEROES is obliged to:

- Introduce login and password procedures as well as set up and maintain a firewall and anti-virus software.
- Ensure continued confidentiality, integrity, accessibility and robustness of treatment systems and services.
- Ensure the ability to restore the availability of and access to personal information in time in case of a physical or technical incident.
- Establish a procedure for regular testing, estimation and evaluation of the effectiveness of technical and organizational arrangements to ensure a safe treatment of the information.
- Use encryption of personal data, when it is relevant.
- Ensure that only employees with a work-related purpose have access to the personal data.
- Keep data media properly so that they are not available to third parties.
- Ensure that buildings and systems used in data processing are safe, and that there is only used high-quality hardware and software that will be updated on a continuous basis.

3.1.4. Personal information is confidential and shall remain confidential. BRANDHEROES shall ensure that all persons who process personal data have received sufficient instruction and lessons in the processing of personal data and have committed themselves to confidentiality.

3.1.5. If BRANDHEROES processes personal data in another EU / EEA member country than Denmark, BRANDHEROES shall accordingly comply with data protection legislation in that country.

3.1.6. BRANDHEROES is obliged, without undue delay, to inform the Customer of operational malfunctions, suspected breaches of data security and other irregularities in the processing of personal data. In any event, BRANDHEROES shall promptly notify the Customer about:

- (a) the nature of the breach of personal data security including, if possible, the categories of data affected and registered
- (b) BRANDHEROES' recommended arrangements to reduce the negative impact of the security breach
- (c) the identified and likely consequences of the security breach
- (d) what arrangements have been or should be taken to restore the protection of the processed information.

3.1.7. BRANDHEROES shall fully assist the Customer in the event of breach of personal data security. This implies, but is not limited to, providing sufficient information and support in:

- (a) restoring personal data security and preventing future use on security
- (b) limiting the impact of the security breach in relative to the affected data subjects

3.1.8. As of 2018, BRANDHEROES will produce a general audit report describing the current level of security and documenting compliance with relevant legislation. The audit report is paid by BRANDHEROES and publicised on Brandheroes.com by 31 December of each year.

3.1.9. If BRANDHEROES receives a request for processing personal data from a data subject, BRANDHEROES shall promptly forward this request to the Customer unless the BRANDHEROES has been explicitly instructed by the Customer to handle such requests itself.

3.1.10. BRANDHEROES shall immediately notify the Customer of any request for disclosure of personal data by a law enforcement authority, unless applicable law prohibits this.

3.1.11. On request from the Customer, BRANDHEROES shall help ensure that all necessary and appropriate steps are taken towards handling complaints and accusations of lacking observance of the data protection legislation in force.

## **5. Transfer of data to subcontractors and sub data processors**

5.1. BRANDHEROES use of subcontractors and sub data processors are disclosed in the audit, that is continuously updated on Brandheroes.com

5.2. Prior to transferring personal data to another Data Processor or sub Data Processor, BRANDHEROES shall ensure:

- (1) That the Customer has approved the use of this sub Data Processor, as described above under 5.1.
- (2) That BRANDHEROES and the sub Data Processor have concluded an agreement ("Subcontracting Agreement") corresponding to the content of this DPA, in particular as regards the guarantee of the implementation of appropriate technical and organizational agreements.
- (3) That the Subcontracting Agreement automatically terminates in case of termination of this DPA.

5.4 BRANDHEROES carries the full responsibility if the Data Processor or sub data processor does not live up to the obligations that rise from this DPA.

## 6. Changes

- 6.1. In the event of changes in the Danish Data Protection Act, the Customer is entitled to change the instructions to BRANDHEROES in this DPA with 2 weeks' notice by sending new instructions to BRANDHEROES in writing. BRANDHEROES is independently responsible for complying with the personal data law currently in force.

## 7. Validity and termination

- 7.1. This DPA shall enter into force when the Agreement is final.
- 7.2. In the event of termination of the Agreement between BRANDHEROES and the Customer, this DPA shall also terminate. However, BRANDHEROES is bound according to the terms of this DPA as long as it processes personal data on behalf of the Customer.
- 7.3. If a party is materially in breach of the terms in this DPA, the opposite party may by written claim containing a specification of the breach, repeal this contract with immediate effect if the defaulting party has not brought the non-performing relationship to an end within 14 days from receiving the forwarded claim. The repeal of this DPA also implies the repeal of the Agreement.

## 8. Law and venue

- 8.1. This DPA is regulated by the Danish law.
- 8.2. Any claim and dispute arising out of or otherwise connected with this DPA shall be ruled on by the District Court of Aarhus.

Aarhus, 24 May 2018



Thomas Bro Hansen  
CEO Brandheroes ApS