

Data Processing Agreement

Between

Data Controller:

Your Company Name and Address

Contact:

Your Name (your.name@yourcompany.com)

And

Data Processor:

Hrvey IVS, Langelandsvej 42, 3.th, 2000 Frederiksberg, Denmark. CVR: 37986690

Contact:

gdpr@hrvey.com

These parties will in the following be referred to as the "**Data Controller**" and the "**Data Controller**".

Introduction

1.1 By using the Hrvey leave tracking software the client (the "**Data Controller**") will process personal data. This agreement regarding processing of personal data (the "**Data Processing Agreement**") regulates Hrvey IVS's (the "**Data Processor**") processing of personal data on behalf of the data controller in regards to this usage of the software. This agreement takes precedence in the event that any contradictory terms exists in any other contract, such as the general terms of service for Hrvey.

Legislation

2.1 The Data Processing Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular the **General Data Protection Regulation (GDPR)** (Regulation (EU) 2016/679)

Processing of personal data

3.1 Purpose: The purpose of the processing is to provide Hrvey's Main Services - a HR tool that provides a directory of employees and records their absence - and to allow the Data Controller to use this service while complying with all applicable laws.

3.2 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

3.3 "Personal data" includes "*any information relating to an identified or identifiable natural person*" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitates an update.

3.4 The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

Instruction

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processing Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described above in section 3.1. The Data Processor considers this instruction to have been given by the Data Controller when they created an account on our website and accepted our terms of service. This instruction can be withdrawn by the Data Controller at any time by asking to have their account deleted. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

The Data Controller's obligations

The Data Controller agrees to:

5.1 Provide instructions to the Data Processor and determine the purposes and general means of the Data Processor's processing of Personal Data in accordance with the Agreement; and

5.2 Comply with its protection, security and other obligations with respect to Personal Data prescribed by Data Protection Requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Personal Data are processed on behalf of the Data Controller; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this Agreement by its personnel or by any third-party accessing or using Personal Data on its behalf.

The Data Processor's obligations

6.1 Confidentiality

6.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed.

6.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

6.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Main Services and this Data Processor Agreement.

6.1.4 As part of providing the Main Services, the Data Processor aggregates and displays collected Personal Data to channels of the Data Controller's choosing. For example employee email addresses are visible on the employee profile pages in the provided directory and leave can be aggregated to email, calendar systems or downloadable reports. Such aggregation and display is considered to be done on the

instruction of the Data Controller as part of providing the Main Services.

6.2 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

6.3 Security

6.3.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

6.4 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

6.5 Data protection impact assessments and prior consultation

6.5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

6.6 Rights of the data subjects

6.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

6.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.7 Personal Data Breaches

6.7.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

6.7.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

6.8 Documentation of compliance and Audit Rights

6.8.1 Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processors premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days, and shall not be conducted more than once a year.

6.8.2 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to the Data Processor before being furnished with the above.

6.9 Data Transfers

6.9.1 For transfers of EU Personal Data to the Data Processor for processing by them in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, the Data Processor agrees it will only use secure services where adequate relevant safeguards will be employed, such as those laid out in the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. If the Data Processor is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of EU Personal Data to a non-EU country requires the prior written consent of Customer. the Data Processor shall promptly notify Customer of any inability by the Data Processor to comply with the provisions of this Section 6.9.

Sub-Processors

7.1 Appointment of Sub-Processors. You acknowledge and agree that: (a) Hrvey affiliates may be retained as Sub-Processors; and (b) Hrvey and Hrvey affiliates may engage third-party Sub-Processors in connection with the provision of the Services. Hrvey or a Hrvey affiliate will enter into a written agreement with the Sub-Processor imposing on the Sub-Processor data protection obligations comparable to those imposed on Hrvey under this Agreement with respect to the protection of Personal Data. In case the Sub-Processor fails to fulfill its data protection obligations under such written agreement with Hrvey, Hrvey will remain liable to you for the performance of the Sub-Processor's obligations under such agreement, except as otherwise set forth in the Hrvey Terms of Service. By way of this DPA, the Data Controller provides general written authorization to Hrvey as Data Processor to engage Sub-Processors as necessary to perform the Services.

7.2 List of Current Sub-Processors. Hrvey shall make available a list of Sub-Processors for the Services. A current list of the Hrvey Sub-Processors can be found [here](#). Hrvey will update the list to reflect any addition, replacement or other changes to Hrvey's Sub-Processors.

7.3 Objection Right for New Sub-Processors. You may reasonably object to Hrvey's use of a new Sub-Processor on legitimate grounds, subject to the termination and liability clauses of the Hrvey Terms of Service. The Data Controller acknowledges that these Sub-Processors are essential to providing the Services and that objecting to the use of a Sub-Processor may prevent Hrvey from offering the Services to the Data Controller.

Data return and deletion

8.1 The parties agree that on the termination of the data processing services or upon Customer's reasonable request, the Data Processor shall, and shall cause any Subprocessors to, at the choice of the Data Controller, return all the Personal Data and copies of such data to the Data Controller or securely destroy them and demonstrate to the satisfaction of the Data Controller that it has taken such measures, unless Data Protection Requirements prevent the Data Processor from returning or destroying all or part of the Personal Data disclosed. In such case, the Data Processor agrees to preserve the confidentiality of the Personal Data retained by it and that it will only actively process such Customer Personal Data after such date in order to comply with applicable laws.

Duration

9.1 This Data Processing Agreement shall remain in force as long as the Data Controller has an account on hrvey.com, and the the Data Processor thus carries out processing on the Data Controller's behalf.

Sub-appendix A

1. Personal Data

1.1 The Data Processor processes the following types of Personal Data in connection with its delivery of the Main Services:

Information on relevant employees from the Data Controller relevant for the processing of leave and presentation of a directory of employees with contact information. Namely:

- Name, postal address and email address
- PPS numbers
- Leave records
- Contract of employment & HR details
- Next of kin details
- Phone numbers
- Date of birth
- Job start date
- Job title
- Work schedule
- IP addresses (for security audit purposes only)

2. Categories of data subjects

2.1 The Data Processor processes personal data about the following categories of data subjects on behalf of the Client:

Employees of the Data Controller