



# Personal Data Processing Terms – Toll Charger

Annex 0.4 to  
Joint Venture Agreement

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## Personal data processing terms

### WHEREAS

- (A) The General and Limited Parties individually are the data controllers ("Data Controller") of the information, which will be processed on their respective behalves in connection with the provision of the services set out in Appendix 1,
- and
- (B) Sund & Bælt Holding A/S, a Danish limited liability company, with registered office in Copenhagen, Denmark, registered within the Danish Companies' Registry with VAT Position/Fiscal Code no. DK 15 69 46 88, (the "Data Processor")

### NOW IT IS HEREBY AGREED AS FOLLOWS:

#### **1 Data covered by the Terms**

- 1.1 The scope of the services to be provided by the Data Processor (the "Services") is set out in Appendix 1.
- 1.2 The personal data to be processed by the Data Processor through the performance of the Services concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Appendix 1.
- 1.3 Personal data means any information relating to an identified or identifiable natural person, see article 4(1) of the Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "GDPR").
- 1.4 The Data Controller and the Data Processor may at any time agree to change the scope of the Terms by replacing Appendix 1 with a new version or by issuing supplemental appendices to Appendix 1.
- 1.5 In Appendix 1 the Data Processor has stated the physical location of the servers etc. used to provide the Services. The Data Processor undertakes to keep the information about the physical location updated by providing prior written notice to the Data Controller. This does not require a formal amendment of Appendix 1, prior written notice by mail or email suffices.
- 1.6 The agreed prices, fees, payment terms and other commercial terms for the Services are specified in a separate agreement between the Parties.

#### **2 Duration of terms and termination**

- 2.1 These Terms are effective as from the date of the Terms, and is valid forthwith until terminated by either Party for convenience or for cause.

- 2.2 Each Party may terminate the Terms for convenience with the same notice as agreed in the commercial agreement between the Parties, see clause 1.5. If no such notice has been agreed elsewhere, then each Party may terminate the Terms with 2 months written notice.
- 2.3 Each Party may terminate the Terms for cause in accordance with the ordinary rules of the applicable law, see clause 6.
- 2.4 In case of termination of the Terms, irrespective of the legal basis thereof, the Data Processor must provide the necessary termination services and, as part thereof, comply with the Data Controller's instructions, including but not limited to instructions to return the data to the Data Controller or to delete the data.
- 2.5 The Data Processor must in a loyal manner cooperate with the Data Controller in order to transfer the performance of the Services to another Data Processor or to the Data Controller. The Data Processor must on request promptly amend, transfer or delete any personal data that the Data Processor is processing for the Data Controller.
- 2.6 The Data Processor is not entitled to condition the full and unlimited compliance with the Data Controller's instructions on payment of outstanding invoices etc., and the Data Processor has no right of retention over the personal data.
- 2.7 Irrespective of the formal term of the Terms, the Terms continue to apply for as long as the Data Processor is in possession of the Data Controller's personal data.

### **3 Right of control of data**

- 3.1 The Data Controller maintains the right of control of, title to, ownership of and copyright to any data and information that are made available to the Data Processor in pursuance of this Terms or ensue from the Data Processor's performance of the Terms unless otherwise specifically agreed in writing.
- 3.2 The Data Processor is instructed to process the Data Controller's data only for the purpose of providing the Services and in accordance with the applicable data protection legislation. The Data Processor may not process or use the Data Controller's data for any other purpose. Further, the Data Processor will comply with the requirements of a Data Processor and the Data Controller will comply with the requirements of a Data Controller, each under the applicable data protection legislation, for example, but not limited to, national data protection laws or sector specific rules.
- 3.3 If the Data Processor considers an instruction from the Data Controller to be in violation of the GDPR, or other Union or member state data protection provisions, the Data Processor shall immediately inform the Data Controller in writing about this.

3.4 Each Party shall obtain and maintain throughout the term of this Terms all necessary registrations or notifications which such Party is obliged to obtain and maintain pursuant to applicable data protection legislation.

#### **4 Data security**

4.1 The Data Processor shall implement and maintain the appropriate technical and organizational security measures against

- (i) accidental or unlawful destruction, loss or alteration,
- (ii) unauthorized disclosure or abuse, or
- (iii) other unlawful processing.

4.1.1 The Data Processor must also comply with the data security requirements that apply to the Data Controller, and with any other applicable data security requirements that are directly incumbent on the Data Processor, for example the data security requirements in the country of establishment of the Data Processor or in the countries where the Services will be used.

4.2 The appropriate technical and organizational security measures must be determined with due regard to

- (i) the state of the art,
- (ii) the cost of their implementation, and
- (iii) ensuring a level of security appropriate for the risks represented by the processing and the nature of the personal data to be protected.

4.3 The Data Processor shall on request provide the Data Controller with sufficient information to enable the Data Controller to ensure that the appropriate technical and organizational security measures have been implemented. The Data Processor (and all sub-processors, if any) shall on request in December each year obtain and forward an audit report from an independent expert regarding the Data Processor's compliance with the data security requirements under the Terms. The audit report must be issued on the basis of a recognized standard for such audit reports.

4.4 Further, the Data Controller is entitled at its own cost to appoint an expert, who shall have access to the Data Processor's data processing facilities and receive the necessary information in order to be able to audit whether the Data Processor has implemented and maintained said technical and organizational security measures. The expert shall treat all information obtained or received from the Data Processor confidentially, and may only pass on its conclusions to the Data Controller. The Data Processor receives a copy of the expert's report.

4.5 The Data Processor must provide information related to the provision of the Services to authorities or the Data Controller's auditors, if this is necessary for the performance of their duties.

4.6 The Data Processor must give authorities, who by law have a right to enter the Data Controller's or the Data Processor's facilities, or representatives of the authorities, access to the Data Processor's physical facilities against proper proof of identity.

4.7 The Data Processor must promptly notify the Data Controller about:

- (i) any request for disclosure of personal data processed under the Terms by authorities unless expressly prohibited under law e.g. to preserve the confidentiality of a law enforcement investigation,
- (ii) any accidental or unauthorised disclosure of or access to personal data processed under the Terms, or other failure to comply with the Data Processor' obligations under clause 4.1, or any suspicion thereof,
- (iii) any request for information received directly from the data subjects or from third parties without responding to that request, unless it has been otherwise authorised to do so.

4.8 The Data Processor may not transfer or permit the transfer of personal data to any territory outside the European Economic Area without the Data Controller's prior written consent.

4.9 The Data Processor will assist the Data Controller promptly with all subject access requests, which may be received from data subjects whose personal data is being processed by the Data Processor.

## **5 Sub Data Processor**

5.1 The Data Processor must not subcontract any of its processing operations performed on behalf of the Data Controller under the Terms without the prior written consent of the Data Controller. The Data Controller may set conditions for its consent. The Data Processor must inform the Data Controller in writing of the discontinued use of a Sub Data Processor.

5.2 Prior to the engagement of a Sub Data Processor, the Data Processor shall conclude written Terms with the Sub Data Processor, in which at least the same data protection obligations as set out in these Terms shall be imposed on the Sub Data Processor, including an obligation to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR.

5.3 The Data Controller has the right to receive a copy of the Data Processor's Terms with the Sub Data Processor as regards the provisions related to data protection obligations. The Data Processor shall remain fully liable to the Data Controller for the performance of the Sub Data Processor's obligations. The fact that the Data Controller has given consent to the Data Processor's use of a Sub Data Processor is without prejudice for the Data Processor's duty to comply with these Terms.

## **6 Confidentiality**

- 6.1 The Data Processor shall keep personal data confidential.
- 6.2 The Data Processor shall not disclose the personal data to third parties or take copies of personal data unless strictly necessary for the performance of the Data Processor's obligations towards the Data Controller according to these Terms, and on condition that whoever personal data is disclosed to is familiar with the confidential nature of the data and has accepted to keep the personal data confidential in accordance with these Terms.
- 6.3 If the Data Processor is a legal entity all these Terms apply to any of the Data Processor's employees and the Data Processor must ensure that its employees comply with the Terms.
- 6.4 The Data Processor must limit the access to personal data to employees for whom access to said data is necessary to fulfil the Data Processor's obligations towards the Data Controller.
- 6.5 The obligations of the Data Processor under clause 6 persist without time limitation and regardless of whether the cooperation of the Parties has been terminated.
- 6.6 The Data Controller shall treat confidential information received from the Data Processor confidentially and may not unlawfully use or disclose the confidential information.

## **7 Amendments and assignment**

- 7.1 The Parties may at any time agree to amend this Terms. Amendments must be in writing and executed by duly authorized personnel.
- 7.2 The Data Processor may not assign or transfer any of its rights or obligations arising from this Terms without the Data Controller's prior written consent.

## **8 Conflicts, governing law and jurisdiction**

- 8.1 If any of the provisions of the Terms conflict with the provisions of any other written or oral agreement concluded between the Parties, then the provisions of the Terms shall prevail.
- 8.2 The Terms (including any question concerning its validity) is governed by and construed in accordance with the substantive laws of the state in which the Data Controller is established (excluding choice of law rules).
- 8.3 Any dispute arising out of or in connection with these Terms is to be settled by the courts of Denmark.

In witness hereof, these Terms have been executed on the date first written above.

For and on behalf of the Data Processor

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Name: Mikkel Hemmingsen

Title CEO

Date: 31 August 2018

## APPENDIX 1 - WORK ORDER

This Work Order is agreed under the data processing Terms. Definitions in the Terms have the same meaning when used in this Work Order.

### **The processing operations**

#### 1.1 Processing operations

*The provision of services in connection with the operation of the EasyGo HUB.*

#### 1.2 Processing location(s)

*Denmark*

#### 1.3 Data subjects

1) Individual users of the electronic fee collection interoperable systems.

#### 1.4 Categories of data

Re 1): Data related to the usage of OBEs, black and white list screenings, OBE identifier.

#### 1.5 Countries where the Services will be used

The Services will be used in the following countries:

Denmark

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For and on behalf of the Data Processor

\_\_\_\_\_  
Name: Mikkel Hemmingsen

Title: CEO

Date: 31 August 2018