

Standard Contractual Clauses

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR)

between

Customer, cf. the main agreement between the parties (hereinafter "the Main Agreement")

(the data controller)

and

Pleaz ApS
Company Registration Number 41858761
Rovsingsgade 68, 1st floor
2100 Copenhagen
Denmark

(the data processor)

each a 'party'; together 'the parties'

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

The Clauses are the Danish Data Protection Agency's template for a data protection agreement, which can be found on the Danish Data Protection Agency's [website](#).

The template is compliant with the requirements of GDPR Article 28 and is in black text for the original part by the Danish Data Protection Agency. The agreement has been adjusted to fit the processing as agreed in the Main Agreement and for any commercially negotiable terms.

All adjustments, changes or additions to the Clauses will appear in blue text.

The reasoning for deviating from the original text of the Clauses appear in oversight in Appendix E.

1. Table of Contents

2. Preamble	3
3. The rights and obligations of the data controller	3
4. The data processor acts according to instructions.....	4
5. Confidentiality	4
6. Security of processing.....	4
7. Use of sub-processors	5
8. Transfer of data to third countries or international organisations.....	6
9. Assistance to the data controller.....	7
10. Notification of personal data breach.....	8
11. Erasure and return of data.....	8
12. Audit and inspection.....	9
13. The parties' agreement on other terms	9
14. Commencement and termination.....	9
15. Data controller and data processor contacts/contact points.....	9
Appendix A Information about the processing.....	10
Appendix B Authorised sub-processors	11
Appendix B.1 - List of Sub-processors (to be downloaded from website)	
Appendix C Instruction pertaining to the use of personal data	12
Appendix C.2 - Security Description (separate handout)	
Appendix C.6 - TIA Documentation (available upon request)	
Appendix C.7.1 - Risk Assessment - Platform Services (available upon request)	
Appendix C.7.2 - Risk Assessment - Audit Procedures (available upon request)	
Appendix D The parties' terms of agreement on other subjects.....	15
Appendix E Reasons for deviations from the Clauses	16

1. These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller.
2. The Clauses have been designed to ensure the parties' compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. In the context of the provision of [its services as described in the Main Agreement](#), the data processor will process personal data on behalf of the data controller in accordance with the Clauses.
4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
5. Four appendices are attached to the Clauses and form an integral part of the Clauses.
6. Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.
8. Appendix C contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
9. Appendix D contains provisions for [the data processor's price rate for assistance to the data controller](#).
10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
11. The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

3. The rights and obligations of the data controller

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State¹ data protection provisions and the Clauses.

¹ References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

2. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
3. The data controller shall be responsible, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.

4. The data processor acts according to instructions

1. The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.
2. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the GDPR or the applicable EU or Member State data protection provisions.

5. Confidentiality

1. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
2. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

6. Security of processing

1. Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;
- b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

- d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. According to Article 32 GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.
 3. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller's obligations pursuant to Articles 32 GDPR, by *inter alia* providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 GDPR along with all other information necessary for the data controller to comply with the data controller's obligation under Article 32 GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

7. Use of sub-processors

1. The data processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
2. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior [general written authorisation](#) of the data controller.
3. The data processor has the data controller's general authorisation for the engagement of sub-processors. The data processor shall inform in writing the data controller of any intended changes concerning the addition or replacement of sub-processors at least [the notice specified in Appendix B](#), thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the data controller can be found in Appendix B.
4. Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller's request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller.
6. [DELETED].
7. If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the data controller and the data processor, including the sub-processor.

8. Transfer of data to third countries or international organisations

1. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V GDPR.
2. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
3. Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:
 - a. transfer personal data to a data controller or a data processor in a third country or in an international organization
 - b. transfer the processing of personal data to a sub-processor in a third country
 - c. have the personal data processed in by the data processor in a third country
4. The data controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in Appendix C.6.
5. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

1. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
 - b. the right to be informed when personal data have not been obtained from the data subject
 - c. the right of access by the data subject
 - d. the right to rectification
 - e. the right to erasure ('the right to be forgotten')
 - f. the right to restriction of processing
 - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
 - h. the right to data portability
 - i. the right to object
 - j. the right not to be subject to a decision based solely on automated processing, including profiling
2. In addition to the data processor's obligation to assist the data controller pursuant to Clause 6.3., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:
 - a. The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, [The Danish Data Protection Agency \(Datatilsynet\)](#), unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
 - b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
 - c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
 - d. the data controller's obligation to consult the competent supervisory authority, [The Danish Data Protection Agency \(Datatilsynet\)](#), prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.
 3. The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2.

4. The data processor is entitled to receive a reasonable fee for the assistance pursuant to this clause 9, The price rate is set out in Appendix D.

10. Notification of personal data breach

1. In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.
2. The data processor's notification to the data controller shall, if possible, take place within 24 hours after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
3. In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3)GDPR, shall be stated in the data controller's notification to the competent supervisory authority:
 - a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - b. the likely consequences of the personal data breach;
 - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
4. The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.
5. For the data processor's assistance – in addition to the provision of the agreed information pursuant to this clause 10 – the data processor is entitled to receive a reasonable fee, unless the personal data breach is due to circumstances attributable to the data processor. The price rate is set out in Appendix D. It is the data processor's responsibility to inform the data controller about work covered by this type of assistance and it requires a written consent from the data controller before the data processor commences such work.

11. Erasure and return of data

1. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so upon request unless Union or Member State law requires storage of the personal data.
2. The data processor commits to exclusively process the personal data for the purposes and duration provided for by this law and under the strict applicable conditions.

12. Audit and inspection

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
2. Procedures applicable to the data controller's audits, including inspections, of the data processor and sub-processors are specified in appendices C.7. and C.8.
3. The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

13. The parties' agreement on other terms

1. The parties may agree other clauses concerning the provision of the personal data processing service specifying e.g. liability, as long as they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

14. Commencement and termination

1. The Clauses shall become effective on the date of both parties' signature.
2. Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.
3. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.
4. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 11.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.
5. Signature

To be signed electronically or in connection with signing the Main Agreement.

15. Data controller and data processor contacts/contact points

1. The parties may contact each other [using the contacts specified in the Main Agreement or as otherwise agreed.](#)

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

To provide a SaaS (Software as a Service) to the data controller. The platform contains online videos with an instructor showing social wellbeing activities for the data controller's employees to perform during working hours.

The data processor processes user data on behalf of the data controller in order to grant the data controller's employees access to the data processor's digital platform.

Furthermore, the data processor is measuring user activity on the platform in order to be able to provide feedback to the data controller regarding the successful implementation and the actual frequency and amount of use of the service.

A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

In connection with the definition of "processing" cf. GDPR Article 4(2) the data processor will collect, host, store, and use personal data for providing the SaaS.

Personal information submitted through the platform will be used mainly, but not limited to, the following:

- a. Activating the use of the services available on the platform.
- b. Sending the user email messages to remind them of relevant content on the platform or if specifically requested.
- c. Handling inquiries and complaints from the users regarding the platform.
- d. Verifying of compliance with the terms and conditions of use of our platform.
- e. Performing anonymous analysis of the use of the platform.

A.3. The processing includes the following types of personal data about data subjects:

- a. The first name of users (optional).
 - i. The first name of users is stored and used for making the app more personal.
- b. The email of users.
 - i. The email is used as the primary identifier of users and is essential for the app to be functional and provide users and customers with an understanding of app usage.
- c. Computer/device information including IP-address.
 - i. This information is used for technical logs. It is used for troubleshooting and measuring overall technical performance of the software.

A.4. Processing includes the following categories of data subject:

Processing of personal data will take place for identified natural persons who are employees of the data controller.

A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:

For as long as necessary to provide the service as described in the Main Agreement.

B.1. Approved sub-processors

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors, [which appears on the following page](#):

<https://get.pleaz.io/resources/data-handling-security-and-privacy>

The file may be downloaded by the data controller to form Appendix B.1. The list will be maintained by the data processor with prior notification requirement upon changes.

The data controller shall on the commencement of the Clauses authorise the use of the above-mentioned sub-processors for the processing described for that party. The data processor shall not be entitled – without the data controller's explicit written authorisation – to engage a sub-processor for a 'different' processing than the one which has been agreed upon or have another sub-processor perform the described processing.

B.2. Prior notice for the authorisation of sub-processors

30 days.

C.1. The subject of/instruction for the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out by the data processor performing the following:

Any processing, which is necessary for the data processor to provide the SaaS-application available for the data controller's employees.

C.2. Security of processing

The level of security shall take into account:

The processing includes personal data under the scope of ordinary personal data, cf. GDPR Article 6(1).

It is not the purpose or intention of the Main Agreement that the data processor will process personal data covered by GDPR Article 9 (special categories of personal data) or GDPR article 10 (information about criminal acts or omissions).

The data processor shall hereafter be entitled and under obligation to make decisions about the technical and organisational security measures that are to be applied to create the necessary (and agreed) level of data security.

The data processor shall however – in any event and at a minimum – implement the measures as described in Appendix C.2 that have been agreed with the data controller.

C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 9.1. and 9.2. by implementing the following technical and organisational measures:

Providing a direct communications line with management, external counsel, or the contact person.

C.4. Storage period/erasure procedures

Upon termination of the provision of personal data processing services, the data processor will delete the personal data in accordance with Clause 11.1 within 30 days from the day of termination, unless otherwise agreed upon by the between the data controller and the data processor

C.5. Processing location

Processing of the personal data under the Clauses cannot be performed at other locations than the following without the data controller's prior written authorisation:

The location of the data processor's business address, as well as the premises of the sub-processors, as set out in Appendix B as updated from time to time by the data processor in accordance with the notification obligation stated in Appendix B.2.

As per Appendix B.1., all Pleaz's cloud solution providers process and store Pleaz user data within the European Union.

C.6. Instruction on the transfer of personal data to third countries

If the data controller does not in the Clauses or subsequently provide documented instructions pertaining to the transfer of personal data to a third country, the data processor shall not be entitled within the framework of the Clauses to perform such transfer.

The transfers to third countries listed in Annex B are approved for the conclusion of the main agreement.

The data processor has established documentation on transfer impact assessment (hereinafter "TIA") based on the EDPB guideline: ["Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of personal data Version 2.0 Adopted on 18 June 2021"](#).

The data processor will update the TIA documentation such on a running basis and at least once a year. The TIA documentation will be available to the data controller upon request as Appendix C.6.

C.7. Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor

For the purpose of the Clauses, the data processor uses the Danish Data Protection Agency's ["Guideline on supervision of data processors, Point scale and six supervisory concepts, October 2021"](#), to decide the relevant audit scope based on a risk assessment.

The risk assessment includes considerations on the number of data subjects, the type of personal data processed and the nature of the processing.

The following concepts are set out in the guidelines:

Concept 1: The data controller should not do anything unless it becomes aware that something is not in line with the data processor agreement.

Concept 2: The data processor confirms – preferably in writing – to the data controller that all requirements of the data processing agreement are still complied with.

Concept 3: The Data Processor must annually – either directly or via its website – provide a written status of matters covered by the data processor agreement and other relevant areas.

Concept 4: The data processor has a relevant and up-to-date certification or follows a so-called code of conduct, which is relevant to the data controller's processing activities.

Concept 5: An independent third party has carried out a documented supervision of the data processor in an area that also covers the data controller's processing activities.

Concept 6: The data controller carries out a documented supervision of the data processor.

The data processor has carried out a risk assessment with the result that **Concept 2** would be the appropriate minimum concept for the processing.

The data processor will update the risk assessment on a running basis and at least once a year. The risk assessment documentation will be available to the data controller upon request as Appendix C.7.

The data controller or the data controller's representative **may at its own choice** perform a physical inspection of the places, where the processing of personal data is carried out by the data processor, including physical facilities as well as systems used for and related to the processing to ascertain the data processor's compliance with the GDPR, the applicable EU or Member State data protection provisions and the Clauses.

The data controller's **own costs and the data processor's reasonable costs**, if applicable, relating to physical inspection shall be defrayed by the data controller. The data processor **shall be** under obligation to set aside the resources (mainly time) required for the data controller to be able to perform the inspection.

C.8. [IF APPLICABLE] Procedures for audits, including inspections, of the processing of personal data being performed by sub-processors

The data processor is responsible for auditing its sub-processors in accordance with the same principles as described in section C.7. The data processor assesses which concept would be appropriate to use in the audit. The audit material shall be forwarded to the controller upon request.

The data processor's assistance to the data controller covered by the following provisions, entitles the data processor to a reasonable consultancy fee based on an hourly rate of DKK 2,300 ex VAT:

- 9.1
- 9.2.a-b (unless the data processor is to blame for the data breach)
- 9.2.c-d
- 10.3 (unless the data processor is to blame for the data breach)
- 13.1-13.3 (if beyond the agreed minimum requirement in C.7 and C.8)

ORIGINAL CLAUSE	NEW CLAUSE	REASON FOR AMENDMENT
2.9 Appendix D contains provisions for other activities which are not covered by the Clauses.	Appendix D contains provisions for the data processor's rate for assistance to the data controller .	Time spent on specific GDPR tasks on behalf of the data controller is not part of the price in the Main Agreement.
7.6 If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the data controller and the data processor, including the sub-processor.	This Clause is deleted.	The Clause is not mandatory according to GDPR, Article 28 and in the chain of subcontractors, it is not always possible to include such a term. In the event of bankruptcy of a sub-processor, the data processor handles the interests that apply to both the data processor and the data controller.
None	9.4 The data processor is entitled to receive a reasonable fee for the assistance pursuant to this clause 9, The price rate is set out in Appendix D. It is the data processor's task to inform the data controller about work covered by this type of assistance and it requires a written consent from the data controller before the data processor commences such work.	Time spent on specific GDPR tasks on behalf of the data controller is not part of the price in the Main Agreement, as the scope is unknown.
None	9.5 For the data processor's assistance – in addition to the provision of the agreed information pursuant to this clause 10 – the data processor is entitled to receive a reasonable fee, unless the personal data breach is due to circumstances attributable to the data processor. The price rate is set out in Appendix D. It is the data processor's task to inform the data controller about work covered by this type of assistance and it requires a written consent from the data controller before the data processor commences such work.	If the data controller makes special demands or questions that go beyond what has been agreed, it is reasonable that the data processor is remunerated separately for this effort, as such a service is not part of the price in the Main Agreement. If the data processor has made mistakes, it is equally reasonable for the data processor to assist the data processor to the extent relevant without separate charge.

<p>11.1 On termination of the provision of personal data processing services, the data processor shall be under obligation [OPTION 1] to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so / [OPTION 2] to return all the personal data to the data controller and delete existing copies unless Union or Member State law requires storage of the personal data.</p>	<p>11.1 On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so within 30 days after the termination of the Main Agreement or to return all the personal data to the data controller and delete existing copies unless Union or Member State law requires storage of the personal data.</p>	<p>An option and deadline for deletion have been added.</p> <p>For the type of service provided by the data processor, it is natural to agree priorly to deletion of the data belonging to the data controller.</p>
<p>14.5 Signature</p> <p>On behalf of the data controller</p> <p>Name [NAME]</p> <p>Position [POSITION]</p> <p>Date [DATE]</p> <p>Signature [SIGNATURE]</p> <p>On behalf of the data processor</p> <p>Name [NAME]</p> <p>Position [POSITION]</p> <p>Date [DATE]</p> <p>Signature [SIGNATURE]</p>	<p>14.5 To be signed electronically in addition to the Main Agreement.</p>	<p>The agreement is more flexible with this change.</p>
<p>15.1 The parties may contact each other using the following contacts/contact points:</p>	<p>15.1 The parties may contact each other using the contacts in the Main Agreement.</p>	<p>Ibid.</p>
<p>15.2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.</p> <p>Name [NAME]</p>	<p>This Clause is deleted.</p>	<p>Ibid.</p>

Position	[POSITION]		Page 18 of 18
Telephone	[TELEPHONE]		
E-mail	[E-MAIL]		
Name	[NAME]		
Position	[POSITION]		
Telephone	[TELEPHONE]		
E-mail	[E-MAIL]		