DATA PROCESSING AGREEMENT

For the documenting tool EDOC. Developed and run by DOKON.dk ApS

agreed by and between

Persons, businesses or organisations
That uses EDOC for their own devises.

By using EDOC these **Persons, businesses or organisations**
enters into the role of being Data Controllers

Specific attention should be given to Appendix 5,
that describes the Data Controllers obligations.

(Hereinafter referred to as the "Data Controller")

and

DOKON.dk ApS

CVR-nr.: 30 73 64 86

Sparresholmvej 55, st.

2700 Brønshøj

(Hereinafter referred to as the "Data Processor". The two parties are hereinafter collectively referred to

as the "Parties" and individually as the "Party")

ANNEXES TO THE DATA PROCESSING AGREEMENT

1   BACKGROUND & PURPOSE

1.1   The Parties have agreed that the Data Processor will provide certain services to the Data Controller, as described in greater detail in a separate agreement between the Parties (the "Main Agreement" which may include "License Agreement for EDOC" and "Dealer Agreement for EDOC") as well as in Annex 1 hereto (the "Main Service").

1.2   In this connection, the Data Processor shall process personal data on the Data Controller's behalf, which is the reason why the Parties have entered into this Agreement and the annexes thereto (the "Data Processing Agreement").

1.3   The purpose of the Data Processing Agreement is to ensure that the Parties comply with the personal data legislation applicable as at the date when the Data Processing Agreement was signed

2   SCOPE

2.1   The Data Processor is hereby authorised to process personal data on the Data Controller's behalf, on the terms and conditions provided for in the Data Processing Agreement.

2.2   The Data Processor may only process personal data subject to documented instructions issued by the Data Controller (the "Instructions"). This Data Processing Agreement, including any and all annexes hereto, forms the Instructions as of the date when it is signed.

2.3   The Instructions may be amended or elaborated on in greater detail by the Data Controller at any time. Such amendments may be made in accordance with the change management process agreed between the Parties, cf. the Main Agreement.

3   PERIOD

3.1   The Data Processing Agreement shall apply until the Main Agreement's expiry.

4 DATA PROCESSOR'S OBLIGATIONS

4.1 Technical and Organisational Security Measures

4.1.1 The Data Processor is responsible for implementing the requisite (a) technical and (b) organisational security measures. The measures shall be implemented with due consideration for the current technical level, implementation costs, nature, scope, context and purposes of the respective processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons and the types of personal data described in Annex 1.

4.1.2 Irrespective of subsection 4.1.1, the Data Processor shall implement the technical and organisational security measures specified in Annex 2 hereto.

4.1.3 The Data Processor shall implement the appropriate technical and organisational measures in such a way that the processing of personal data by the Data Processor meets the requirements in the existing personal data legislation.

4.2 Employee Conditions

4.2.1 The Data Processor shall ensure that the employees who process personal data for the Data Processor have pledged to observe confidentiality or are subject to an appropriate statutory confidentiality obligation.

4.2.2 The Data Processor shall take the necessary steps to ensure that access to personal data is only restricted to employees who are required to process personal data in order to meet the Data Processor's obligations to the Data Controller.

4.2.3 The Data Processor shall ensure that employees who process personal data for the Data Processor only process these in accordance with the Instructions.

4.3 Proof of Compliance

4.3.1 The Data Processor shall provide, on request, all information necessary to demonstrate compliance with the requirements in the Data Processing Agreement to the Data Controller and shall allow for and contribute to audits, including inspections conducted by the Data Controller or another auditor mandated by the Data Controller. Response to such a request shall be given within a reasonable period of time.

4.3.2 With regard to subsection 4.3.1, the Data Processor shall immediately notify the Data Controller if, in its opinion, an Instruction infringes on the data protection legislation or data protection provisions of another EU or national data protection law.

4.3.3 Additional, specific requirements for proof of compliance are stipulated in Annex 3.

4.4 Records of Processing Activities

4.4.1 Each of the Parties shall maintain records of processing activities to the extent required in Article 30 of the General Data Protection Regulation.

4.5 Security Breaches

4.6   The Data Processor shall notify the Data Controller without undue delay after becoming aware of a personal data breach.

4.7   Such notification shall contain the actual circumstances in connection with the personal data breach, its effects and the remedial action taken and planned.

4.8   Assistance

4.8.1   At the Data Controller's request, the Data Processor shall assist the Data Controller, to the extent possible, with appropriate technical and organisational measures for the discharge of the Data Controller's obligation to respond to requests for exercising the rights of the data subjects.

4.8.2   With due consideration for the nature of the processing and the data available to the Data Processor, the Data Processor shall assist the Data Controller with ensuring compliance with the obligations concerning the Data Controller's:

a)   Security of processing;

b)   Notification of a personal data breach to the supervisory authority;

c)   Communication of a personal data breach to the data subject;

d)   Data protection impact assessment; and

e)   Prior consultation.

4.8.3   In addition, the Data Processor shall provide assistance with the tasks laid down in Annex 4.

5   DATA CONTROLLER'S OBLIGATIONS

5.1   The Data Controller shall be entrusted with the obligations specified in Annex 5 and the agreement(s) on provision of the Main Services.

6   SUB-PROCESSORS

6.1   The Data Processor may only make use of a third party for the processing of personal data on the Data Controller's behalf ("Sub-Processor") to the extent provided for in (a) Annex 6 to this Data Processing Agreement or (b) the Instructions from the Data Controller.

6.2   The Data Processor and Sub-Processor shall enter into a written agreement that imposes on the Sub-Processor the same data protection obligations to which the Data Processor is subject (including in pursuance of this Data Processing Agreement).

6.3   Moreover, the Sub-Processor shall only act subject to Instructions issued from the Data Controller.

6.4   Where a Sub-Processor does not live up to the instructions, the Data Controller may forbid the use of the respective Sub-Processor.

6.5   The Data Processor is directly responsible for the Sub-Processor's processing of personal data in the same way as if the processing was undertaken by the Data Processor itself.

7 TRANSFER TO THIRD COUNTRIES AND INTERNATIONAL ORGANISATIONS

7.1 The Data Processor may only transfer personal data to a country outside the European Union or the EEA (a "Third Country") or to international organisations to the extent provided for in (a) Annex 7 to this Data Processing Agreement or (b) the Instructions from the Data Controller.

8 DATA PROCESSING OUTSIDE THE INSTRUCTIONS

8.1 The Data Processor may process personal data outside the Instructions in cases where this is required by EU or national law to which the Data Processor is subject.

8.2 In case of processing of personal data outside the Instructions, the Data Processor shall notify the Data Controller of the reason for such processing. Such notice shall be given prior to the processing and shall contain a reference to the legal requirements governing the processing.

8.3 Notice shall not be given if such notification will be in conflict with EU or national law.

9 REMUNERATION AND EXPENSES

9.1 The Data Processor is entitled to payment based on time spent and to a refund of the Data Processor's remaining expenses in connection therewith for the services provided in accordance with the Data Processing Agreement at the Data Controller's request. The services may comprise, but are not limited to, changes to the Instructions, assistance in connection with notification of a breach of personal data security, submission and deletion of data, assistance in connection with audits, assistance in connection with termination, cooperation with supervisory authorities and assistance with compliance with requests from data subjects.

9.2 The Data Processor is entitled to payment based on time spent and to a refund of the Data Processor's remaining expenses in connection therewith for the services provided in accordance with the Data Processing Agreement as a result of changes in the Data Controller's circumstances. The services may comprise, but are not limited to, assistance with changes that follow from new risk assessments and impact analyses as well changes necessitated by amendments to the legislation.

9.3 The consideration is calculated in accordance with the agreed hourly rates in the agreement(s) on provision of the Main Services

10 AMENDMENTS TO THE INSTRUCTIONS

10.1 Prior to any amendments to the Instructions, the Parties shall discuss, to the widest extent possible, the implementation of such amendments, including implementation time and expenses in connection therewith.

10.2 Unless otherwise agreed, the following shall apply:

a) The Data Processor shall initiate the implementation of amendments to the Instructions without undue delay and shall ensure that such amendments are implemented without undue delay, as seen in relation to the nature and scope of the amendments.

b) An indicative estimate of the implementation time and expenses shall be communicated to the Data Controller without undue delay.

c) Amendments to the Instructions shall first be considered to be applicable from the moment of the implementation of such amendments, provided that their implementation is carried out in compliance with this subsection 10.2 and unless the Data Controller explicitly states to deviate from this subsection.

d) The Data Processor is exempt from liability for non-provision of the Main Services to the extent (including time-wise) the provision thereof will be in conflict with the amended Instructions or provision in accordance with the amended Instructions will be impossible. This can, for example, be the case (i) if such amendments, in the Data Processor's reasonable opinion, cannot technically, practically or legally be implemented, (ii) if the Data Controller explicitly states that the amendments shall take effect before the implementation is possible, or (iii) during the period until the Parties have implemented the necessary amendments, if any, to the agreement(s) in accordance with the change procedures therein.

11 MISCELLANEOUS PROVISIONS

11.1 General Provisions

11.2 Breach

11.2.1 Breaches are governed by the Main Agreement.

11.3 Liability and Limitation of Liability

11.3.1 Liability and limitation of liability are governed by the Main Agreement.

11.4 Force Majeure

11.4.1 Force majeure is governed by the Main Agreement.

11.5 Confidentiality

11.5.1 Confidentiality is governed by the Main Agreement.

12 TERMINATION

12.1 Termination and Revocation

12.1.1 The Data Processing Agreement may only be terminated or revoked in accordance with the provisions concerning termination and revocation in the agreement(s) on provision of the Main Services.

12.1.2   Termination or revocation of this Data Processing Agreement may only take place in connection with – and with the right to – the simultaneous termination or revocation of the relevant parts of the agreement(s) on provision of the Main Services concerning processing of personal data in pursuance of the Data Processing Agreement.

12.1.3   Once the agreement(s) on provision of the Main Services expire, the Data Processing Agreement shall continue to apply until the personal data are deleted or returned, as described in subsection 12.3.

12.2   Consequences of Expiry

12.2.1   The consequences of expiry are governed by the Main Agreement.

12.3   To the extent the Data Controller is not already in the possession of the personal data, the Data Processor and its Sub-Processors, if any, shall return all personal data processed by the Data Processor in accordance with this Data Processing Agreement to the Data Controller when the Data Processing Agreement expires. Unless otherwise stipulated in the Main Agreement, the Data Processor is subsequently obliged to delete all personal data received from the Data Controller. The Data Controller may request the requisite documentation in proof that this has happened.

13   DISPUTE RESOLUTION

13.1   The dispute resolution provisions of the Main Agreement shall also find application for this Data Processing Agreement as though this Data Processing Agreement were an integral part thereof.

14   PRECEDENCE

14.1   Where this Data Processing Agreement is at variance with the agreement(s) on provision of the Main Services, this Data Processing Agreement shall take precedence unless otherwise directly follows from the Data Processing Agreement.

15   SIGNATURE

For the Data Processer:

Name: Bo Damgaard Asmussen
Title: CEO

ANNEX 1
MAIN SERVICE

1 PURPOSE AND MAIN SERVICES

1.1 Main Service shall mean:

Giving the Data Controlling Party access to the EDOC system, which is a documenting tool used on a licensed basis and which is set up (customized) following instruction from the Data Controller.

EDOC holds data added by the Data controlling Part. Data can be images, information, text and documents entered into a customized database with an associated file storage

EDOC gives the Data Responsible Part access to extract data in the form of reports and files in the form of downloads. Storage of the added data occur in a cloud hosting solution.

DOKON.dk ApS uses data falling 2.1 a) to provide information in the form of newsletters and information about updates. In addition, this information is used for support inquiries.

The commercial contracts, such as, but not limited to the Dealers Contract for EDOC, can be signed in addition to The Data Processing Agreement. The commercial contract is drawn up by DOKON.dk ApS and the Party that's has the right to issue the Data Controllers with user rights to EDOC.

2 PERSONAL DATA

2.1 Types of personal data processed in conjunction with the provision of the Main Service:

a) Ordinary personal data including e-mail addresses, telephone numbers, physical addresses other than those mentioned in (b) to (e).

b) Sensitive personal data, including racial or ethnic background, political, religious or philosophical beliefs, union membership and information on health and sexual relationship or sexual orientation, genetic data and biometric data.

c) Information derived from employee responses to studies, eg on mental and physical working environment.

d) Personal identification numbers or information that can be used to identify such numbers, e.g. journal numbers.

e) Images of persons or surroundings that may be used to identify natural persons in ways falling under 2.1 b) - d)

2.2 Category of data subjects of identified or identifiable physical persons who fall within the scope of the Data Processing Agreement:

a) The Data Controllers employees

b) The Data Controllers customers, clients and patients

ANNEX 2
TECHNICAL AND ORGANISATIONAL SECURITY REQUIREMENTS

1 SPECIFIC TECHNICAL AND ORGANISATIONAL SECURITY REQUIREMENTS AGREED BETWEEN THE PARTIES:

1.1 The following specific requirements are placed on the Data Processor's physical security:

a) No specific requirements

1.2 The following specific requirements are placed on the Data Processor's technical security:

b) No specific requirements

1.3 The following specific requirements are placed on the Data Processor's organisational security:

a) The Data Processor must always ensure that only a minimum of employees have access to view or extract data from EDOC.

1.4 The following specific requirements are placed on the deletion of personal data by the Data Processor:

b) All EDOC licenses will, 30 days after the expiration date of any commercial agreement, be subject to deletion. Deletion of data entered into EDOC will include images, users and uploaded files. By complete deletion the Data Processing Agreement expires.

ANNEX 3

DOCUMENTATION OF COMPLIANCE

As an element in the Data Processor's documentation of compliance to the Data Controller in accordance with subsection 4.3 of the Data Processing Agreement, the items below shall be implemented and complied with.

1 GENERAL DOCUMENTATION TO THE DATA CONTROLLER

1.1 The Data Processor is obliged, on written request, to forward the following general documentation to the Data Controller:

a) A statement from the Data Processor's management that the Data Processor continuously ensures compliance with its obligations subject to this Data Processing Agreement in connection with the processing of personal data on the Data Controller's behalf.

b) A description of the practical measures, both technical and organisational ones, which have been implemented by the Data Processor in order to ensure compliance with its obligations in accordance with the Data Processing Agreement.

1.2 Unless otherwise specifically agreed, the general documentation shall be submitted within not more than five working days after the Data Controller has presented its written request to the Data Processor.

2 AUDIT

2.1 The Data Processor shall contribute to and provide access to audits on written request.

2.2 The data processor may ask for the coverage of documented expenses in connection with the audit.

2.3 Audits shall be conducted by an independent third party selected by the Data Controller and approved by the Data Processor. The Data Processor may reject a proposed third party without a reasonable justification. The independent third party shall adopt an ordinary confidentiality declaration with regard to the Data Processor. A request for an audit shall be made with at least 14 days' notice.

3 MISCELLANEOUS

3.1 The Data Processor is not obliged to comply with a request from the Data Controller in accordance with this Annex 3 if the request clashes with the provisions of the personal data legislation. The Data Processor shall notify the Data Controller if it is the Data processor's assessment that this is the case.

ANNEX 4
SPECIFIC ASSISTANCE

1   ASSISTANCE

1.1   The Parties have agreed that the following specific tasks are carried out by the Data Processor:

Task	Remuneration
Deleting Data beyond the auto deletion on expiration of a License	Performed according to the principle of time spent and following the price list applicable at any time agreed by the Parties.
Assistance at audit	Payments may be made for documented time spent beyond one hour's duration. Payments are made according to the principle of time spent and following the price list applicable at any time agreed by the Parties.
Return, ie. obtaining or transmitting data collected, for example upon expiry of a license, that the data controller or his / her customers themselves have had the opportunity to collect	Performed according to the principle of time spent and following the price list applicable at any time agreed by the Parties.

ANNEX 5
DATA CONTROLLER'S OBLIGATIONS

1   OBLIGATIONS

1.1   The Data Controller has the following obligations

1.1.1   As regards the personal data that are handed over for processing to the Data Processor, the Data Controller is responsible for compliance with the personal data legislation applicable at any time. Likewise, the Data Controller is responsible and vouches for ensuring that:

- The specification in Annex 1 is exhaustive and the Data Processor can act in accordance therewith, i.e. with regard to laying down necessary security measures.

- The Data Controller has the requisite legal basis to process and have the Data Processor process the personal data that are processed in connection with the provision of the Main Services.

- The Instructions in accordance with which the Data Processor shall process personal data on the Data Controller's behalf are lawful.

1.1.2   The Data Controller shall orient the Data Processor in writing of the conducted impact analyses, if any, that are relevant for the assigned processing activities, and the Data Controller shall simultaneously provide the Data Processor with the necessary insight into the analyses so that the Data Processor can meet its obligations pursuant to the Data Processing Agreement.

1.1.3   The Data Controller may choose to use the two-step verification solution or other appropriate security solution provided by the Data Processor. This must be done when the data entered by the Data Controller or its customers that fall under the main benefit Appendix 1, paragraph 1. 2.1 b) - e).

1.1.4   The Data Controller is responsible for providing only relevant persons access to EDOC (When creating new users), including being aware of which persons are provided with rights to extract data in the form of reports.

1.1.5   The Data Controller is responsible for ensuring that persons, who are admitted access to the Data Manager's EDOC licenses, use the system correctly, e.g. by selecting passwords of appropriate strength and not revealing login information to third parties.

1.1.6   The Data Controller should pay special attention to the user rights granted to the user's accounts created by the Data Controller. In particular, rights to draw reports of the added data should be significantly reduced if the added data fall under Annex 1, paragraph 1. 2.1 b) - e).

ANNEX 6
SUB-PROCESSORS

1   GENERAL PROVISIONS

1.1   The Data Controller hereby grants consent to the use of the following sub-processors by the Data Processor:

Name	Address information
UAB FrontIt Company code 300579778	FrontIT Saltoniskiu 34a LT-08105 Vilnius Lithuania
Nianet A/S CVR nr. 27172776	Ejby Industrivej 12600 Glostrup Danmark
AWS (Amazon Web Services) Billede-hosting og kun i EU-lande.	AWS EU (Frankfurt)

1.2   The Data Processor may not use any other Sub-Processors without the Data Controller's prior specific consent.

1.3   The Data Controller may not refuse to approve the addition or replacement of a Sub-Processor, unless there is a specific factual justification for this, and shall give notice of such an objection within [30] days.