



Rederiet M. H. Simonsen ApS

## Data Processing Agreement

Addendum to the "Main Contract"

between

Rederiet M.H. Simonsen Aps  
Christiansmindevej 76  
5700 Svendborg  
Denmark  
CBR no.: 49594828

(hereinafter referred to as the "Shipping Company")

and

3<sup>rd</sup> party processing personal data belonging to the Shipping Company

(hereinafter referred to as the "Data Processor")

(hereinafter jointly referred to as the "Parties")



## **1. THE NATURE OF THE AGREEMENT**

1.1 To ensure compliance with currently applicable rules on the processing of personal data, particularly the General Data Protection Regulation, the Danish Data Protection Act and related orders and instructions, the Parties have entered into this data processing agreement (hereinafter the "Data Processing Agreement").

1.2 The Data Processing Agreement is a supplement to the Main Contract and the Data Processor's standard terms and conditions, so that the terms and conditions of the Main Contract and The Data Processor's standard terms and conditions also apply to the processing of personal data. However, in case of conflict between the provisions of the two agreements, the Data Processing Agreement shall take precedence.

## **2. THE EXTENT OF THE DATA PROCESSING**

2.1 The Data Processor shall carry out the tasks for the purposes set out in the Main Contract and will accordingly be granted access to personal data belonging to the Shipping Company in its capacity as data controller. The Data Processor shall exclusively process data to fulfil its obligations according to the Main Contract and is thus considered a data processor.

2.2 The data processing covers the categories of data subjects (hereinafter the "Data Subjects") and types of personal data (hereinafter the "Personal Data") listed in **Annex A**.

## **3. THE SHIPPING COMPANY'S OBLIGATIONS**

3.1 The Shipping Company shall be responsible at all times for the lawfulness of the processing of Personal Data, which the Shipping Company has collected and to which the Shipping Company has granted access to The Data Processor pursuant to the Main Contract and the Data Processing Agreement.

3.2 The Shipping Company shall at all times be responsible for fulfilling the duty of disclosure to the Data Subjects with reference to the Personal Data.

3.3 The Shipping Company shall at all times be responsible for handling requests from the Data Subjects in accordance with the Data Subjects' individual rights of freedom, as described in Articles 15-22 of the Data Protection Regulation, including for example the Data Subjects' right of access and rights to rectification, deletion and objection.



#### **4. THE DATA PROCESSOR'S OBLIGATIONS**

4.1 The Data Processor shall act in accordance with the Shipping Company's instructions and only to the extent necessary for the Data Processor to fulfil its obligations pursuant to the Main Contract and the Data Processing Agreement.

4.2 The Data Processor shall not be required to answer requests from the Data Subjects regarding access, rectification, blocking or deletion, but shall assist the Shipping Company to comply with the Shipping Company's obligations pursuant to applicable legal requirements, cf. Clause 3.2 and 3.3 above. This obligation applies only to the Shipping Company's reasonable requests and only to extent that the Shipping Company cannot fulfil its obligations without the Data Processor's assistance. The Data Processor is entitled to receive reasonable compensation for its efforts under this provision.

4.3 Furthermore, the Data Processor shall:

- a) Notify the Shipping Company of requests from the Data Subjects to the extent that these concern the Data Subjects' individual rights regarding access, rectification, blocking and deletion.
- b) Notify the Shipping Company of possible personal data security breaches with regard to Personal Data, cf. Article 33(2) of the Data Protection Regulation.
- c) Notify the Shipping Company of inquiries from the Danish Data Protection Agency to the Data Processor, if the inquiries concern processing activities covered by the Main Contract and the Data Processing Agreement.
- d) Notify the Shipping Company if the Data Processor considers that the instruction from the Shipping Company constitutes a breach of the legal requirements applicable to the data processing.

#### **5. SECURITY MEASURES FOR DATA PROCESSING**

5.1 The Data Processor shall have implemented the necessary technical and organizational security measures required to prevent accidental or illegal destruction, loss or deterioration of Personal Data, and to prevent the Personal Data from being disclosed to unauthorized persons, misused or otherwise treated in a manner that constitutes a breach of applicable legislative requirements.

5.2 The Data Processor shall ensure that its employees are subject to professional confidentiality obligations.



5.3 The Data Processor has established procedures rendering it possible to restrict access to Personal Data to the employees, who are required to process Personal Data in order to perform the Main Contract and the Data Processing Agreement.

## **6. TRANSFER TO THIRD PARTIES**

6.1 The Data Processor shall only use its own data processors (hereinafter the "Subcontractors") based on written agreements that ensure that the Subcontractors provide at least the same level of protection as the level specified in the Data Processing Agreement. At the signing of the Data Processing Agreement, the Shipping Company simultaneously confirms its general acceptance of the Data Processor's use of Subcontractors.

6.2 The Data Processor shall not carry out any of the following activities without the prior written consent of the Shipping Company:

- disclose Personal Data to any third party,
- use Personal Data for its own purpose, or
- transfer Personal Data to countries outside the EU and the EEA, which do not appear on the list of sub-processors,

unless required pursuant to EU law or the law of an EU Member State. Prior to any processing or transfer, which may result from a statutory obligation, the Data Processor shall notify the Shipping Company of the content of such statutory obligation, unless the legislation prohibits such notification based on significant public interest.

## **7. CONTROL AND SUPERVISION**

7.1 At the Shipping Company's request, the Data Processor may provide information to the Shipping Company once a year to document that the Data Processor has implemented the necessary technical and organizational security measures. The Data Processor may choose to present only the most recent version of its procedures, provided these procedures are dated and were introduced not more than one year prior to the request.

7.2 If the supervisory authority wants to carry out an inspection of the measures implemented by the Data Processor pursuant to the Data Processing Agreement, the Data Processor shall – subject to receiving a reasonable notice hereof – make time and resources available for this purpose.



## **8. RIGHT TO COMPENSATION AND LIABILITY**

8.1 The Data Processor is liable for any damage or loss caused by data processing in breach of applicable data protection regulation, or due to the Data Processor having acted outside or contrary to lawful instructions from the Shipping Company according to the Data Processing Agreement.

8.2 The Data Processor shall indemnify, hold harmless and defend the Shipping Company against any direct loss or damage, including but not limited to administrative fines, which are caused by the Data Processor's infringement of the Data Processing Agreement or applicable law in relation to the performance of the Data Processing Agreement. The indemnification includes any infringement attributable to the Data Processor, including infringements committed by employees or any other representatives of the Data Processor or its employees.

## **9. ENTRY INTO FORCE AND DURATION OF THE AGREEMENT**

9.1 The Data Processing Agreement shall enter into force at the same time as, and shall have the same duration as, the Main Contract.

9.2 Notwithstanding clause 9.1, the Data Processing Agreement shall remain in force as long as the Data Processor processes the personal data.

## **10. HANDLING OF DATA AFTER THE TERMINATION OF THE AGREEMENT**

10.1 Immediately upon the termination of the Data Processing Agreement, the Data Processor shall return, transfer and/or delete the Personal Data according to the Shipping Company's instructions.

10.2 The Data Processor may refuse to delete the Personal Data to the extent that this follows from an express legal obligation for the Data Processor under applicable law.

## **11. CHOICE OF LAW AND JURISDICTION**

11.1 The Data Processing Agreement is subject to Danish law.

11.2 In the event of a dispute between the Parties arising out of or in connection with the Data Processing Agreement, the Parties shall seek in good faith to negotiate an amicable solution. If a solution cannot be achieved from such negotiations within 30 days, the dispute shall be subject to the jurisdiction of the Danish courts.



## **12. RENEGOTIATION**

- 12.1 Each of the Parties may request that the Data Processing Agreement be renegotiated if the data protection legislation currently in place is amended to an extent that results in a significant change to the terms and conditions of the Data Processing Agreements. The purpose of the negotiations shall be to adapt the wording of the Data Processing Agreement to the amended legislation.

## **13. SIGNATURES**

On behalf of the Shipping Company

Date: May 25<sup>th</sup> 2018

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Per Bjørn Jensen  
General Manager  
Simonsen Chartering Aps



## ANNEX A

### Categories of Data Subjects and types of Personal Data

Data Subjects	Personal Data	Covered by the Agreement?	Remarks
Users of the Shipping Company's website	Support data, including e-mail, telephone number, name, user name and e.g. user password.	X	
Users of the Shipping Company's website	Behavioural data, including geo tracking, IP addresses and cookie data.	X	
Customer data	Test data, including e-mail, phone no., name, user name and possibly user password.	X	E.g. the Shipping Company's records, customer member data, etc.
The Shipping Company's employees	Recruitment data, which may be accessed in connection with system integration or other IT services, but which is not processed in a material manner.	X	