

As data controller:

Company name:
CVR/VAT:
Address line:
Zip code and city:
Country:

(the "Customer")

AND

As processor:

Innoflow ApS
CVR 39234785
Kanslergade 2, st. tv.
2100 Copenhagen
Denmark

("Innoflow")

(each a 'party'; and collectively referred to as 'the parties')

1. Preamble

1. The Innoflow platform is an online platform (the "Innoflow Platform") provided by Innoflow with software used to offer case competitions, hackhatons, cases for recruitment and related services.
2. The Customer wishes to use the Innoflow Platform. For this purpose, the parties have entered into a main agreement governing the collaboration.
3. This data processing agreement (the "Agreement") set out the rights and obligations of the parties when Innoflow process personal data on behalf of the Customer in connection with the Innoflow Platform.
4. The Agreement has 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).
5. The Agreement shall take priority over any similar provisions contained in other agreements between the parties.

6. Five appendices are attached to the Agreement and form an integral part of the Agreement.
7. 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.
8. Appendix B contains the conditions for Innoflow's use of sub-processors and a list of sub-processors authorised by the Customer.
9. Appendix C contains the Customer's instructions with regards to the processing of personal data, the minimum security measures to be implemented by Innoflow and how audits of Innoflow and any sub-processors are to be performed.
10. Appendix D contains provisions for other activities which are not covered by the Agreement.
11. Appendix E contains details about the security of processing.
12. The Agreement along with appendices shall be retained in writing, including electronically, by both parties.
13. The Agreement shall not exempt the Innoflow from obligations to which Innoflow is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

2. The rights and obligations of the Customer

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

3. Innoflow acts according to instructions

1. Innoflow shall process personal data only on documented instructions from the Customer, unless required to do so by Union or Member State law to which Innoflow is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the Customer 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 Agreement.

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

2. Innoflow shall immediately inform the Customer if instructions given by the Customer, in the opinion of Innoflow, contravene the GDPR or the applicable EU or Member State data protection provisions.

4. Confidentiality

1. Innoflow shall only grant access to the personal data being processed on behalf of the Customer to persons under Innoflow'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. Innoflow shall at the request of the Customer demonstrate that the concerned persons under Innoflow's authority are subject to the abovementioned confidentiality.

5. 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 Customer and Innoflow shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The Customer 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, Innoflow shall also – independently from the Customer – 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 Customer shall provide Innoflow with all information necessary to identify and evaluate such risks.

3. Furthermore, Innoflow shall assist the Customer in ensuring compliance with the Customer'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 Innoflow pursuant to Article 32 GDPR along with all other information necessary for the data controller to comply with the Customer's obligation under Article 32 GDPR.

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

6. Use of sub-processors

1. Innoflow shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
2. Innoflow shall therefore not engage another processor (sub-processor) for the fulfilment of the Agreement without the prior general written authorisation of the Customer.
3. Innoflow has the Customer's general authorisation for the engagement of sub-processors. Innoflow shall inform in writing the Customer of any intended changes concerning the addition or replacement of sub-processors at least 1 months in advance, thereby giving the Customer 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 Customer can be found in Appendix B.
4. Where Innoflow engages a sub-processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in the Agreement 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 Agreement and the GDPR.

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

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the Customer's request – be submitted to the Customer, thereby giving the Customer the opportunity to ensure that the same data protection obligations as set out in the Agreement are imposed on the sub-processor. Agreement on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the Customer.

6. Innoflow shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of Innoflow – the Customer shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by Innoflow, e.g. enabling the Customer to instruct the sub-processor to delete or return the personal data.
7. If the sub-processor does not fulfil his data protection obligations, Innoflow shall remain fully liable to the Customer 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 Customer and Innoflow, including the sub-processor.

7. Transfer of data to third countries or international organisations

1. Any transfer of personal data to third countries or international organisations by Innoflow shall only occur on the basis of documented instructions from the Customer and shall always take place in compliance with Chapter V GDPR.
2. In case transfers to third countries or international organisations, which Innoflow has not been instructed to perform by the Customer, is required under EU or Member State law to which Innoflow is subject, Innoflow shall inform the Customer 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 Customer, Innoflow therefore cannot within the framework of the Agreement:
 - 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 Innoflow in a third country
4. The Customer'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 Agreement shall not be confused with standard data protection agreement within the meaning of Article 46(2)(c) and (d) GDPR, and the Agreement cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

8. Assistance to the Customer

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

This entails that Innoflow shall, insofar as this is possible, assist the Customer with the Customer'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 Innoflow's obligation to assist the Customer pursuant to Clause 6.3., Innoflow shall furthermore, taking into account the nature of the processing and the information available to Innoflow, assist the Customer in ensuring compliance with:
- a. The Customer'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, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
 - b. the Customer'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 Customer's obligation with carrying out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
 - d. the Customer's obligation with consulting the competent supervisory authority, 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 Customer to mitigate the risk.
3. The parties shall define in Appendix C the appropriate technical and organisational measures by which Innoflow is required to assist the Customer 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.

9. Notification of personal data breach

1. In case of any personal data breach, Innoflow shall, without undue delay after having become aware of it, notify the Customer of the personal data breach.

2. Innoflow's notification to the Customer shall, if possible, take place within 48 hours after Innoflow has become aware of the personal data breach to enable the Customer to comply with the Customer'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), Innoflow shall assist the Customer in notifying the personal data breach to the competent supervisory authority, meaning that Innoflow is required to assist in obtaining the information listed below which, pursuant to Article 33(3)GDPR, shall be stated in the Customer'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 Customer 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 Innoflow when assisting the Customer in the notification of a personal data breach to the competent supervisory authority.

10. Erasure and return of data

1. On termination of the provision of personal data processing services, Innoflow shall be under obligation to delete all personal data processed on behalf of the Customer, unless Union or Member State law requires storage of the personal data.
2. All *personal data* will by default be deleted 2 weeks after the last event milestone unless otherwise specified by data controller. All *event data* will by default be deleted 12 weeks after the last milestone unless otherwise specified by data controller.

11. Audit and inspection

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

12. 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 Agreement or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

13. Commencement and termination

1. The Agreement shall become effective on the date of both parties' signature.
2. Both parties shall be entitled to require the Agreement renegotiated if changes to the law or inexpediency of the Agreement should give rise to such renegotiation.
3. The Agreement 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 Agreement cannot be terminated unless other Agreement 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 Customer pursuant to Clause 10.1. and Appendix C.4., the Agreement may be terminated by written notice by either party.
5. Signature

On behalf of the Customer

Name:

Position:

Date:

Signature:

On behalf of Innoflow

Thomas Tornerup

CEO

September 25th 2022

Signature



14. Customer and Innoflow's contacts/contact points

1. The parties may contact each other using the following contacts/contact points:
2. The parties shall be under obligation continuously to inform each other of changes to contracts/contact points.

[NAME]
[POSITION]
[TELEPHONE]
[E-MAIL]

Thomas Tornerup
CEO
+45 25286872
Thomas@innoflow.io

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

Innoflow has access to personal data uploaded by the Customer to the Innoflow Platform. The main function of Innoflow's access to personal data is to deliver and develop the Innoflow Platform and provide support/assistance and maintain the Innoflow Platform.

Innoflow will also on behalf of the Customer send out emails to the users with reminders of deadlines, notification of the recruitment process and case scores, as well as feedback surveys. Answers to feedback surveys will be collected and stored in Microsoft Forms, and the data will be shared with the Customer in aggregated form for all participants in a survey.

Innoflow may transfer the personal data to the Customer's recruitment system as instructed by the Customer. Such recruitment systems can be supplied by a third party.

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

Please see answer to A.1.

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

Contact details (such as name, email address, telephone number).

User generated content (such as messages, posts, ideas, solutions or communication exchanged).

Additional individual information (such as age, gender, previous employments, profession, education information, geographical location, habits, preferences, hobbies).

Content created on Events/Cases (such as participant information, communication relating to the creation of business ideas or solutions).

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

Users of the Innoflow Platform, clients/customers, business partners, participants in events/challenges on the Innoflow Platform.

A.5. Innoflow's processing of personal data on behalf of the Customer may be performed when the Agreement commence. Processing has the following duration:

All *personal data* will by default be deleted 2 weeks after the last event milestone unless otherwise specified by data controller. All *event data* will by default be deleted 12 weeks after the last milestone unless otherwise specified by data controller.

Appendix B Authorised sub-processors

B.1. Approved sub-processors

On commencement of the Agreement, the Customer authorises the engagement of the following sub-processors:

NAME	CVR/VAT	ADDRESS	DESCRIPTION OF PROCESSING	MECHANISM
Microsoft Ireland Operations Ltd	IE-256796	70 SIR JOHN ROGERSON'S QUAY, DUBLIN 2, D02R296, Ireland	Hosting and data storage, e-mail, business intelligence, online surveys and automation. Data stored within EEA.	SCC
Clouda ApS	41509775	Industrivej 21, 4000 Roskilde, Denmark	Providing services for maintaining the infrastructure and configuring access to the user data (databases and files) for applications. Data stored within EEA.	Not required
Mailgun Technologies Inc.	0802653513	112 E Pecan St. #1135 San Antonio, TX 78205	Sub-processor of e-mail platform. Data stored within EEA.	SCC

The Customer shall on the commencement of the Agreement authorise the use of the abovementioned sub-processors for the processing described for that party. Innoflow shall not be entitled – without the Customer'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.

Appendix C Instruction pertaining to the use of personal data

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

Innoflow's processing of personal data on behalf of the Customer shall be carried out by Innoflow performing the following: Please see A.1.

C.2. Security of processing

Please see Appendix E of the Agreement.

C.3. Assistance to the Customer

Innoflow shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the Customer in accordance with Clause 8.1. and 8.2. by implementing the following technical and organisational measures:

Innoflow shall make all relevant information available and shall, if necessary, help the Customer to identify relevant personal data. Other than that, Innoflow's assistance will consist of maintaining an adequate level of safety as stated in C.2.

C.4. Storage period/erasure procedures

Innoflow shall automatically delete the personal data in accordance with Clause 10.1. and 10.2., unless the Customer has requested otherwise. Such requests shall be documented and kept in writing, including electronically, in connection with the Agreement.

C.5. Processing location

Processing of the personal data under the Agreement cannot be performed at other locations than the following without the Customer's prior written authorisation: the address of Innoflow and the list in B.1.

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

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

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

Innoflow shall once a year obtain an audit report from an independent third party concerning Innoflow's compliance with the GDPR, the applicable EU or Member State data protection provisions and the Agreement.

The auditor report shall be submitted to the Customer for information. The Customer may contest the scope and/or methodology of the report and may in such cases request a new audit/inspection under a revised scope and/or different methodology.

Based on the results of such an audit/inspection, the Customer may request further measures to be taken to ensure compliance with the GDPR, the applicable EU or Member State data protection provisions and the Agreement.

The Customer or the Customer's representative shall in addition have access to inspect, including physically inspect, the places, where the processing of personal data is carried out by Innoflow, including physical facilities as well as systems used for and related to the processing. Such an inspection shall be performed, when the Customer deems it required.

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

Innoflow shall once a year at Innoflow's expense obtain an auditor report from an independent third party concerning the sub-processor's compliance with the GDPR, the applicable EU or Member State data protection provisions and the Agreement.

The auditor report shall be submitted to the Customer for information. The Customer may contest the scope and/or methodology of the report and may in such cases request a new audit/inspection under a revised scope and/or different methodology.

Based on the results of such an audit/inspection, the Customer may request further measures to be taken to ensure compliance with the GDPR, the applicable EU or Member State data protection provisions and the Agreement.

Innoflow or Innoflow's representative shall in addition have access to inspect, including physically inspect, the places, where the processing of personal data is carried out by the sub-processor, including physical facilities as well as systems used for and related to the processing. Such an inspection shall be performed, when Innoflow (or the Customer) deems it required.

Documentation for such inspections shall without delay be submitted to the Customer for information. The Customer may contest the scope and/or methodology of the report and may in such cases request a new inspection under a revised scope and/or different methodology.

Appendix D The parties' terms of agreement on other subjects

D.1 – exceptions concerning sub-processors

As stipulated in Clause 6, Innoflow shall ensure that the same data protection obligations as set out in the Agreement are imposed on that sub-processor. Notwithstanding the aforesaid, the Customer accepts that the sub data processing agreements entered into by Innoflow with sub-processors Microsoft Ireland Operations Ltd, Clouda ApS and Mailgun Technologies Inc. or any replacements or these companies, respectively, are entered into on standard terms which do not comply with all the terms stipulated in this Agreement but will in every case comply with the minimum terms offered in the GDPR.

D.2 – feedback surveys

The Customer permits Innoflow as independent data controller to process the users' answers to the feedback surveys for the purpose of improving and further develop Innoflow's products and services.