

## Data Processing Agreement

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Company name: \_\_\_\_\_

Company registration number: \_\_\_\_\_

Address: \_\_\_\_\_

Zip code and city: \_\_\_\_\_

Country: \_\_\_\_\_

("The Customer")

and

Trackunit A/S

Company registration number DK 20750170

Gasværksvej 24, 4.

9000 Aalborg

("Trackunit")

(referred to separately by "Party" or jointly by "Parties")

have concluded this Data Processing Agreement (the "**Agreement**") on Trackunit's Processing of Personal Data on behalf of the Customer.

### 1. Defined terms

|                 |   |
|-----------------|---|
| The Customer    | the end-customer, rental company, distributor or OEM (either data controller or data processor).  |
| Data Controller | the end-customers of the equipment/machine in which tracking devices have been installed are the data controller for Personal Data which Trackunit processes pursuant to the Main Agreement and this Agreement. |
| Data Subject    | the registered person whose Personal Data Trackunit processes on behalf of the Customer.  |
| Personal Data   | any information relating to a Data Subject that allows the identification of the respective Data Subject.   |

|                    |  |
|--------------------|--|
| Process/Processing | any operation or set of operations which is performed on Personal Data, whether or not by automatic means, including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.  |
| Purpose            | the purpose of the Processing of Personal Data as set out in clause 4 in the Agreement.  |
| Trackunit          | Trackunit A/S and affiliates.  |
| The Main Agreement | <p>this Data Processing Agreement has been entered into in connection with Parties execution of the agreement regarding the Customers purchase of Trackunit digital solutions.</p> <p>In case there is no Main Agreement signed between Trackunit and the Customer, Trackunit´s Terms and Conditions shall cover the legal basis for the cooperation between Trackunit and the Customer, including this Agreement, available on <a href="https://www.trackunit.com/company/legal/">https://www.trackunit.com/company/legal/</a>.</p> |
| The Agreement      | this Data Processing Agreement and all relevant addendums or otherwise separately agreed changes throughout the period of which this Agreement is valid.   |

1.1 Expressions such as "including" or any similar expressions shall mean "including, but not limited to".

## **2. Background and execution**

2.1 This Agreement has been entered into in connection with the Parties' execution of the Main Agreement.

## **3. The processed Personal Data**

3.1 Trackunit Processes the types of Personal Data in relation to the relevant Data Subjects as specified in Schedule 1.

## **4. Purpose and instructions**

4.1 Trackunit shall Process Data only for Purposes that are necessary in order for Trackunit to provide Fleet management and Telematics. Further, Trackunit may aggregate and/or anonymize Personal

Data and Process such aggregated or anonymized data for statistical Purposes, innovated development and benchmarks.

4.2 The Customer hereby instructs Trackunit to only Process the Personal Data specified in clause 3.1 for the Purpose of performing the following services:

- Provide service and solutions within Fleet management and Telematics, such as:
  - Tracking the devices that have been installed in the Customer's or the Data Controller's equipment/machine
  - Process and provide the information of the tracking device in accordance with the Trackunit digital solution license pursuant to the Main Agreement
  - Trackunit digital solutions web portal
  - customer support and care
- aggregate and/or anonymize the Personal Data.

4.3 Trackunit shall immediately inform the Customer if, in Trackunit's opinion, the instructions specified in clauses 4.1 and 4.2 infringe the applicable data protection legislation in force.

## **5. Obligations of the Customer**

5.1 The Customer warrants that the Personal Data is Processed for legitimate and objective Purposes and that Trackunit is not Processing more Personal Data than required for fulfilling such Purposes.

5.2 The Customer is responsible for ensuring that a valid legal basis for Processing exists at the time of making the Personal Data available to Trackunit.

5.3 In addition, the Customer is responsible for ensuring that the Data Subjects, who the Personal Data concern, have been provided with sufficient information on the Processing of their Personal Data.

5.4 Any instructions regarding the Processing of Personal Data carried out under this Agreement shall be submitted to Trackunit. In case the Customer instructs another data processor to process the collected data relating to this Agreement, the Customer shall immediately inform Trackunit hereof. Trackunit shall not in any way be liable for any Processing carried out by such other data processor in accordance with such instructions.

## **6. Obligations of Trackunit**

6.1 Trackunit must comply with the applicable data protection legislation.

6.2 Trackunit must take all necessary technical and organizational security measures, including any additional measures, required to ensure that the Personal Data specified in clause 3.1 is not accidentally or unlawfully destroyed, lost or impaired or brought to the knowledge of unauthorized third parties, abused or otherwise Processed in a manner which is contrary to the data protection legislation in force from time to time.

- 6.3 Trackunit must ensure that Trackunit's employees authorized to Process the Personal Data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.
- 6.4 Upon the request of the Customer, Trackunit shall state and/or document that Trackunit complies with the requirements of the applicable data protection legislation. Further, if so requested by the Customer, Trackunit must provide the Customer respectively with sufficient information for the latter to be able to ensure that Trackunit has taken the necessary technical and organizational security measures. If the Customer requests anything that is beyond what is required by the applicable data protection legislation, the Customer shall compensate Trackunit for time spent by it and its employees complying with the above request.
- 6.5 Trackunit must notify the Customer without undue delay after becoming aware of a Personal Data breach as defined in the applicable data protection legislation. If requested by the Customer, Trackunit shall assist the Customer in relation to clarifying the scope of the Personal Data breach, including preparation of any notification to the competent data protection authority and/or Data Subjects.
- 6.6 If requested by the Customer, Trackunit shall use reasonable measures to assist the Customer in ensuring compliance with the obligations regarding the security of personal data pursuant to the applicable data protection legislation, such as the provision of the information, which is available to Trackunit and relevant to prepare a data protection impact assessment and/or the consultation with the supervisory authority. If the Customer requests anything that is beyond what is required by the applicable data protection legislation, the Customer shall compensate Trackunit for time spent by it and its employees complying with the above request.
- 6.7 The Customer is entitled, at its own expense, to have Trackunit's Processing of Personal Data reviewed annually by an independent third party mandated and paid by the Customer. If the Customer requests anything that is beyond what is required by the applicable data protection legislation, the Customer must, in addition hereto, compensate Trackunit for time spent by it and its employees complying with the above request.
- 6.8 If Trackunit, or another data processor which has received Personal Data, receives a request for access to the registered Personal Data from a Data Subject or his agent, or a Data Subject objects to the Processing of his/her Personal Data, Trackunit must send such request and/or objection to the Customer, for the Customer's further processing thereof, unless Trackunit is entitled to handle such request itself. If requested by the Customer, Trackunit shall assist the Customer in answering any such requests and/or objections.
- 6.9 If the Customer receives a legal request and/or objection as described in clause 6.8, the Customer is entitled to request assistance from Trackunit by appropriate technical and organizational measures to respond to such a legal request and/or objection, insofar as Trackunit's assistance is possible and relevant. If the Customer requests anything that is beyond what is required by the applicable data protection legislation, the Customer shall compensate Trackunit for time spent by it and its employees complying with the above request.
- 6.10 If the Customer has any questions or requests regarding the Processing of Personal Data by Trackunit, the Customer may contact Trackunit's data protection officer Thomas Christiansen at [DPO@trackunit.com](mailto:DPO@trackunit.com).

## **7. Transfer of data to other data processors or third parties**

- 7.1 Trackunit is not entitled to disclose or transfer Personal Data to third parties without the prior written instruction of the Customer, unless such disclosure or transfer is stipulated by law. By the signing of this Agreement, the Customer approves that Trackunit can make use of other data processors (subprocessors) in relation to Trackunit's fulfilment of its obligations by this Agreement. Trackunit's subprocessors are at all times available at <https://www.trackunit.com/media/1841/list-of-data-subprocessors.pdf>.
- 7.2 Before transferring Personal Data to another data processor, Trackunit must ensure that such other data processor warrants similar obligations as described in this Agreement.
- 7.3 If the Personal Data is transferred to other foreign data processors, it shall be stated in the said data processing agreement that the data protection legislation of the country of the Customer applies to other foreign data processors.
- 7.4 Trackunit must, in its own name, enter into written data processing agreements with other data processors within the EU/EEA. As for other data processors outside the EU/EEA, Trackunit must enter into standard agreements in accordance with Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to processors established in third countries under the European Parliament and the Council's Directive 95/46/EC ("Model Clauses") or later versions of the Commission Decision 2010/87/EU or any Commission decisions replacing the Commission Decision 2010/87/EU, unless the Data Processor is certified under an adequacy decision as described in Regulation 2016/679 of 27 April 2016 in Art. 45, such as the EU/US Privacy Shield Framework.
- 7.5 The Customer hereby authorises Trackunit to enter into Model Clauses with other data processors outside the EU/EEA on behalf of and in the name of the Customer.
- 7.6 If the Customer would like to receive notifications about any intended changes concerning the addition or replacement of other data processor, the Customer shall send an e-mail to [privacy@trackunit.com](mailto:privacy@trackunit.com). In any case, the Customer has the right to object to such changes within 48 hours.

## **8. Amendments**

- 8.1 If the Agreement has been altered by the Customer in any way, the Agreement will be null and void.

## **9. Liability**

- 9.1 The Parties are liable for compensation in accordance with the applicable data protection law and the general rules of Danish law on liability in damages. However, none of the Parties are entitled to compensation for any indirect or consequential losses, regardless if it is the Customer, Trackunit or a third party, who suffers indirect or consequential losses.
- 9.2 Loss of business opportunities, loss of profit, operating loss, loss of sales, loss of goodwill, loss of data, including loss in connection to recreation of data, will always be considered as indirect/consequential losses.

9.3 Trackunit's total liability in damages under this Agreement is, altogether, limited to the lowest of the following amounts: (i) the license fee which the Customer has paid to Trackunit under the Main Agreement in the last twelve (12) months, or (ii) EUR 50.000.

**10. Effective date and termination**

10.1 This Agreement becomes effective on the signature date of this Agreement.

10.2 Trackunit will remain bound by this Agreement, as long as Trackunit Processes Personal Data on behalf of the Customer. This Agreement will terminate automatically and without notice when Trackunit ceases to Process Personal Data.

10.3 In the event of the termination of this Agreement, the Customer is entitled to determine the media format to be used by Trackunit when returning the Personal Data and to determine if Personal Data should instead be deleted. This does not include aggregated or anonymized data which Trackunit may Process for statistical Purposes, cf. clauses 4.1, 4.2 and 5.2.

**11. Governing law and jurisdiction**

11.1 This Agreement is governed by and will be interpreted in accordance with Danish law. However, the conflict of laws rules must be disregarded to the extent that such rules are non-mandatory.

11.2 Any dispute arising out of the Agreement, including any dispute concerning the existence or validity of this Agreement will be brought before Trackunit's venue.

On behalf of the Customer:  
Date:

On behalf of Trackunit:  
Date: 20/3/2019

\_\_\_\_\_  
Name:

  
\_\_\_\_\_  
Name: Jørgen Raguse

Title:

Title: CEO



**Schedule 1**  
**Data Subjects and Types of Personal Data**

Data Subjects:

Operators of Trackunit's end-customer's equipment/machine in which tracking devices have been installed.

Types of Personal Data:

Information in connection with the use of the equipment/machine in which tracking devices have been installed, such as:

- Duration of the use
- the general use of the equipment or machine
- the driving license or/and operator certificate
- GPS locations.

Other Personal Data Trackunit's customers, their customer, Trackunit's end-customer or the Data Subjects provide themselves when using Trackunit sites, products and services.