DATA PROCESSOR AGREEMENT

[Name of Customer]
[Customer Company Registration Number]
[Customer Address]
[Customer Postal Code and City]
[Customer Country]

(hereinafter "Controller")

and

FlightLogger ApS
Company Registration Number 35469222
Grønnegade 2, 2. tv
DK-8000 Aarhus C
Denmark

(hereinafter "Processor")

(together "Parties" and individually "Part")

HAVE ENTERED into this Agreement in order to adduce adequate safeguards with respect to the protection of privacy.

1   INTRODUCTION

1.1   This Agreement governs the processing of Personal Data by the Processor on behalf of the Controller.

1.2   The terms "Personal Data", "Third Party", "Third Country", "Personal Data Breach", "Data concerning health" and "Data Protection Impact Assessment" and any other term with uppercase letters shall the same meaning as the definitions in Regulation (EU) 2016/679 of The European Parliament and of The Council of 27 April 2016 entering into force on 25 May 2018 (the "GDPR").

2   CONTENT OF THE AGREEMENT

2.1   The Processor will process data concerning flight students ("Data Subjects").

2.2   The Processor shall process Personal Data necessary for the delivery of the services described in the 'Terms and conditions' agreement between the Parties found on flightlogger.net's homepage. Such Personal Data comprises non-sensitive as well as sensitive Data concerning health.

2.3   The Processor shall only process Personal Data on behalf of the Controller for the purposes of providing the Services described in the 'Terms and conditions' agreement

3   THE OBLIGATIONS OF THE DATA CONTROLLER

3.1   The Processor shall only process Personal Data after documented instruction from the Controller, including with respect to transfer of Personal Data to a Third Country or International Organisation.

3.2   The Processor shall only process Personal Data in accordance with the applicable personal data protection laws, including GDPR or Member State provisions, and the Processor shall immediately notify the Data Controller if an instruction in the Processor's view infringes such laws.

3.3   Each Party undertakes to notify the other Party of stricter security measurement required as a result of other regulation or applicable internal security policies. The Processor is entitled to reimbursement for any additional expenses attributable to the stricter security requirements laid down by the Controller's internal security policies.

4   DATA PROCESSOR'S OBLIGATIONS

4.1   The Processor shall - taking into account the nature of the processing - assist the Controller in complying with the data protection laws and regulations with respect to ensuring the rights of the Data Subjects, including - but not limited to – rectification, erasure, blocking of Personal Data concerning the Data Subject or to provide information about the data subject's Personal Data.

4.2   The Processor shall immediately forward to the Controller any request from the Data Subjects and the Processor shall upon the Controller's request disclose any and all information that may be necessary for the Controller in order to comply with its obligations under the data protection laws and regulations.

4.3   The Processor shall without any undue delay notify the Controller of any inspection or other similar action taken by the s Data Protection Authorities.

4.4   The Processor shall - taking into account the nature of the processing and the information available to the Processor – assist the Controller in complying with its obligations pursuant to GDPR, including in relation to Article 32 (security measure), Articles 33-34 (notification in connection with Personal Data Breach), Article 35 (Data Protection Impact Assessments) and Article 36 (prior consultation of Data Protection Authorities).

5   EMPLOYEES OF THE PROCESSOR

5.1   The Processor warrants that the Data Processor's employees, who have access to Personal Data;
- are authorized to access Personal Data;
- are subject to confidentiality or under an appropriate statutory obligation of confidentiality; and
- are or will be sufficiently trained to understand the processing of Personal Data and to comply with the data protection laws and regulations.

5.2   The Processor shall provide the Controller with contact details of the person or persons responsible for data and information security with The Processor. If the Processor shall be obliged to designate or hire a Data Protection Officer Processor

shall designate / hire such and provide the Controller with the name and contact details of the Data Protection Officer.

6 TECHNICAL AND ORGANISATIONAL MEASURES

6.1 The Processor shall implement necessary and appropriate technical and organisational measures that ensures protection against unauthorised or unlawful access or processing and against accidental loss, destruction or damage.

6.2 The Processor shall without undue delay notify the Controller of any detected or suspected breach of the Processor's or any sub-processor's personal data security, including in particular - but not limited to - the disclosure of Personal Data to Third Parties, Third Party's unauthorized access to the Personal Data, or other manipulation with the processor's or sub-processor's processing of Personal Data.

6.3 The Processor shall no later than 25 May 2018 initiate the measures required pursuant to Article 32 of GDPR.

7 SUBCONTRACTORS

7.1 The Processor shall not engage any subcontractors to perform any of its obligation under this Agreement without prior specific or general written authorisation of the Controller.

7.2 If the Controller has given the Processor a general written authorisation for use of subcontractors, the Processor shall inform the Controller of any intended changes, which entails addition or replacement of other sub-processors, thus giving the Controller the opportunity to object to such changes.

7.3 In the case of the Controller's written authorisation for use of subcontractors, the contractual basis between the Processor and the subcontractor shall correspond to the contractual basis between the Controller and the Processor and in particular - but not limited to - that Controller can perform inspections at the subcontractor's locations as described in this Agreement. The Processor shall be fully liable for the subcontractor's fulfilment of its obligations.

7.4 The Controller may require documentation from the Processor for the existence and content of the data processor agreements with subcontractors that the Processor uses in the fulfilment of its obligations under this Agreement.

8 INSPECTION

8.1 The Controller is entitled to conduct inspections at the Processor's (and any subcontractor's) premises in order to verify that the Processor (and any subcontractors) are in compliance with this Agreement and the data protections laws and regulations. The Processor shall in this connection disclose any and all information requested by the Controller and be able in writing to document compliance with this Agreement and the data protections laws and regulations.

8.2 The Processor shall make available to the Controller any and all information necessary in order to demonstrate its compliance with the obligations pursuant to this Agreement. The Processor shall allow for and contribute to the Controllers performance of audits, including inspections, conducted by the Controller or any auditor as mandated by the Controller.

9 TRANSFER TO THIRD COUNTRIES

9.1 The Processor shall only transfer Personal Data to Third Countries with the prior written consent of the Controller and in accordance with the instructions of the Controller.

9.2 In the case, where the Controller has consented to a transfer to Third Countries pursuant to Section 9.1 above, the Controller shall ensure the existence of a valid legal basis, such as EU Model Contract, Binding Corporate Rules or Privacy Shield-certification, prior to such transfers.

9.3 If the Processor is obliged by law to transfer Personal Data to a Third Country or an International Organisation, the Processor shall notify the Data Manager of such obligation prior to the transfer, unless the law prohibits the Processor from making such notification on important grounds of public interest.

10 TERMINATION

10.1 This Agreement shall terminate with the termination of the 'Terms and conditions' between the Parties.

10.2 Upon termination of the Agreement, the Processor shall at the Controller's discretion delete or return all Personal Data received from or on behalf of the Controller under this Agreement and delete any existing copies unless EU or Member State law requires retention of the Personal Data.