

## **COOPERATION AGREEMENT – SERVICE PLATFORM**

Between EasyTranslate A/S and [TRANSLATION SERVICE PROFESSIONAL]

This corporation agreement (the "Agreement") has been entered between **EasyTranslate A/S**, Titangade 9, 11, 2200 København N, Denmark ("EasyTranslate") and the **TRANSLATION SERVICE PROFESSIONAL** ("Translation Service Professional", or "you"), hereinafter collectively referred to as the "Parties" and individually as a "Party/Part").

## PREAMBLE

WHEREAS; EasyTranslate is a translation platform provider providing translation services to Customers through the translation service platform at <https://app.easytranslate.com/en-en/site/login> (hereinafter the "Translation Service Platform");

WHEREAS; The Translation Service Professional is an independent and professional interpreter with proven language interpretation capabilities;

WHEREAS; EasyTranslate wants to engage the Translation Service Professional as a subcontractor to provide translation services to EasyTranslate (hereinafter the "Services") enabling EasyTranslate to sell such translation services to Customers (hereinafter the "Translation Services");

NOW, THEREFORE, the Parties agree as follows:

### 1. DEFINITIONS

1.1 "Agreement" means this agreement.

1.2 "Business Day" means a day on which banks are generally open for a full range of business

1.3 "Customers" means businesses signed up on the Translation Service Platform.

1.4 "EasyTranslate's IPR" means the registered trademark "EasyTranslate" and any and all marks and logos and all other proprietary identifiers used by EasyTranslate in connection with the Platform(s) and all trademarks and/or trade names of EasyTranslate, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Platform(s) belong to their respective owners. Except as provided in clause 4, no right, license, or interest to EasyTranslate's trademarks and/or to any third party marks is granted hereunder, and therefore you will avoid using any of those marks, except as may be permitted by clause 4.

1.5 "Effective Date" means the day the Agreement is signed by both Parties.

1.6 "Force Majeure Event" means (i) terrorism, (ii) nuclear, chemical or biological contamination, (iii) earthquakes, fire, storm damage or severe flooding, (iv) any blockade or embargo, (v) pandemics and associated healthcare restrictions and measures imposed by government bodies, and (vi) any event outside the reasonable control of a Party.

1.7 "Services" means translation of any document in any language. Language services, such as copy writing, desktop publishing (DTP), editing, interpreting, proofreading, subtitling, transcribing, voice over, or other are covered by the service reference in the document.

### 2. THE TRANSLATION SERVICE PLATFORM

#### 2.1 The roles of the Parties

2.1.1 EasyTranslate operates the Translation Service Platform, essentially a digital platform for Customers that want to obtain Translation Services.

2.1.2 EasyTranslate is the seller of the Translation Services to the Customer through the Translation Service Platform.

2.1.3 The Translation Service Professional is a subcontractor to EasyTranslate, carrying out their own business in their own name, at their own expense and at their own risk.

## **2.2 The Translation Service Professional access to the Translation Service Platform**

### *User Account*

2.2.1 The Translation Service Professional creates a Translation Service Platform user account (hereinafter "User Account") by signing up at [www.easytranslate.com](http://www.easytranslate.com). The Translation Service Professional is asked to provide general user account information, information on offered Services, project references, and other.

2.2.2 Translation Service Professional shall provide accurate and complete information, when creating a User Account on the Translation Service Platform and agree not to misrepresent its identity or its account information. The Translation Service Professional agrees to keep its account information up to date and accurate. Otherwise, EasyTranslate will not be able to provide the Translation Service Professional with access to the Translation Service Platform.

2.2.3 The Translation Service Professional may not assign or transfer its rights or delegate its duties under the User Account without the prior written consent of EasyTranslate. The Translation Service Professional must notify EasyTranslate immediately of any unauthorized use of its User Account or any other breach of security at [security@easytranslate.com](mailto:security@easytranslate.com).

2.2.4 If the Translation Service Professional wishes to either change its User Account information or password, or delete and remove its User Account, the Translation Service Professional may use the Translation Service Platform's settings menus.

2.2.5 Once the platform registration is completed, EasyTranslate assesses the Translation Service Professional's information. If the Translation Service Professional is assessed as an appropriate subcontractor, EasyTranslate can select the Translation Service Professional to perform Services.

2.2.6 The Translation Service Professional is responsible for having a computer, or other electronic device including sufficient internet connection to join the Translation Service Platform.

2.2.7 EasyTranslate will provide adequate access to a Computer Assisted Translation (CAT) - Tool to perform the Service. In addition, any necessary material in connection to performing the Services must be obtained by the Translation Service Professional. The Translation Service Professional shall have its own office space, i.e. a space where confidentiality can be guaranteed, when performing or preparing to deliver the Services.

### *User Restrictions*

2.2.8 There are certain conducts that are strictly prohibited on the Translation Service Platform. Failure to comply with the provisions set forth herein may result in the termination of this Agreement and may also expose the Translation Service Professional to civil and/or criminal liability.

2.2.9 Translation Service Professional shall not, whether acting alone or on behalf of others; (a) use the Translation Service Platform for any illegal, unlawful, or unauthorized purposes; (b) allow access to its User Account to anyone other than itself. The Translation Service Professional shall accept full responsibility for any unauthorized use of the Translation Service Platform on its behalf; (c) interfere with or disrupt the operation of the Translation Service Platform; (d) falsely state or otherwise misrepresent its affiliation with any person or entity, or express or imply that EasyTranslate endorses the Translation Service Professional, its platform, its business or any statement made; (e) bypass any measures EasyTranslate may use to Translation Services or restrict access to the Translation Service Platform; (f) transmit or otherwise make available in connection with the Translation Service Platform any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially

harmful, disruptive, or invasive code or component; transmit or otherwise make available in connection with the Translation Service Platform any documents, files or similar which is in breach with local law, including intellectual property rights, tax fraud, illegal arms dealing, explosive items and substances, narcotics and euphoric substances or anti money laundering; documents or information that are illegal to possess according to local law; and/or (g) infringe and/or violate any of these terms and conditions.

#### *No Warranties*

2.2.10 EasyTranslate does not warrant that the Translation Service Platform is or will be secure, timely, accurate, complete, uninterrupted, without errors, or free of viruses, defects or other harmful components or other program limitations. EasyTranslate hereby disclaims all warranties and conditions regarding the use of the Translation Service Platform, including but not limited to the availability, reliability, or the quality of the Translation Service Platform. EasyTranslate is not responsible for any error, fault or mistake related to any content and information displayed within the Translation Service Platform.

### **2.3 Customer payments on the Translation Service Platform**

2.3.1 EasyTranslate will invoice the Customer for the Translation Services. The Translation Service Professional will not receive payment from EasyTranslate for the Services until the Customer has paid EasyTranslate for the Translation Services.

2.3.2 If the Translation Services are not delivered on time and the Customer demands a cancellation or reduction of price for any other justified reason, the Translation Service Professional's payment for the Services shall be reduced accordingly. Any cost incurred by the Customer or EasyTranslate as a result of delay or cancellation shall be paid by the Translation Service Professional.

2.3.3 The Translation Service Professional shall not be entitled to charge the Customers directly or additionally for the Services.

### **2.4 Tax**

2.4.1 The Translation Service Professional shall be responsible for complying with the applicable tax law and pay any taxes including VAT, surcharges, sales taxes, goods and services taxes, and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes imposed and levied in connection with delivering the Services via the Translation Service Platform.

## **3. THE TRANSLATION SERVICE PROFESSIONAL OBLIGATIONS**

### **3.1 The Services**

3.1.1 The Translation Service Professional may use the Translation Service Platform to offer Services as a subcontractor to EasyTranslate, engage with EasyTranslate, and deliver the Service in a diligent and professional manner.

3.1.2 When EasyTranslate receives a request for Translation Services, EasyTranslate invites one or several Translation Service Professionals to provide Services to EasyTranslate. The Translation Service Professional who accepts EasyTranslate's request for Services first is assigned by EasyTranslate to deliver the Services. If the Translation Service Professional accepts a request for Services on the Translation Service Platform, the Translation Service Professional is obliged to deliver the Services to EasyTranslate in accordance with this Agreement and the specifications provided via the Translation Service Platform (hereinafter the "Specifications").

3.1.3 The Specifications shall from time to time be furnished by EasyTranslate or the Customer to the Translation Service Professional. All communications should be facilitated via the Translation Service Platform. Any Specification, and amendments to the Specifications, can be put into effect by EasyTranslate at any time.

3.1.4 The Translation Service Professional shall use commercially reasonable efforts to continuously inform

EasyTranslate and the Customer of changes or developments that are relevant to the successful delivery of the Services.

3.1.5 The Translation Service Professional has the sole and ultimate responsibility regarding compliance with all laws, regulation (including without limitation the applicable tax regulations, for collecting and paying taxes on Translation Services) or any other duties relating to the Services.

3.1.6 EasyTranslate is not obligated to purchase a minimum quantity of Services from the Translation Service Professional. The Translation Service Professional is not obligated to accept or to deliver any number of Services.

## 3.2 Warranties

3.2.1 The Translation Service Professional agrees to carry out certain Services for EasyTranslate. The Services to be delivered by the Translation Service Professional are defined by the Specifications in connection with each request for Services via the Translation Service Platform. All instructions pertaining to Services are filled in by EasyTranslate or the Customer.

3.2.2 The Translation Service Professional warrants:

- to possess the necessary qualifications, experience, and training to deliver the Services;
- to comply with all applicable laws and regulations in connection with the delivery of the Services;
- that all Services is of a high professional level, free of errors and deficiencies, and must meet the standards defined by the Customer; and
- to make the necessary preparations to ensure that they will deliver the translated material no later than the time defined by the Customer.

3.2.3 For interpretation services, the Translation Service Professional further fulfills the requirements in and consents to the Interpretation Agreement that can be accessed [here](#).

## 4. INTELLECTUAL PROPERTY RIGHTS

4.1 All intellectual property rights, including but not limited to designs, trademarks, names, marks, logos, copyrights, drawings and insignia relating to EasyTranslate (hereafter the “EasyTranslate’s IPR”), belong solely to EasyTranslate or its affiliate(s), notwithstanding the language in which they might appear or anything to the contrary.

4.2 Subject to the terms and conditions of this Agreement and in consideration of the performance by the Translation Service Professional of its obligations under this Agreement, EasyTranslate hereby grants to the Translation Service Professional a royalty-free, non transferable and non-exclusive license to use EasyTranslate’s IPR in furtherance of producing and delivering the Services. Such production and delivery must take place with the only purpose exclusively to provide the Services by the Translation Service Professional. The license will cease on termination of this Agreement.

4.3 The Translation Service Professional shall produce the Services exclusively to Customers using the Translation Service Platform and may only use or exploit EasyTranslate’s IPR in relation thereto and therefore not otherwise exploit EasyTranslate’s IPR than for these purposes.

4.4 The Translation Service Professional shall not pay any separate royalty or fee to EasyTranslate for the use of EasyTranslate’s IPR throughout the term of this Agreement as the Agreement is concluded with the purpose of enabling the Translation Service Professional’s production and delivery of the Services.

## 5. DATA PROTECTION

5.1 In the provision of the Services the Localisation Service Professional will receive information in documents or other media containing personal data as defined in the General Data Protection Regulation (EU) 2016/679 (GDPR). In respect of personal data processed under the Agreement, the Parties agree that EasyTranslate is the data controller, and the Localisation Service Professional is the data processor acting on behalf of and under the instruction of EasyTranslate. This applies even if EasyTranslate is itself a data processor under instruction of its customer acting as data controller.

5.2 By entering the Agreement, the Parties confirm to have entered and to be bound by the Data Processing Agreement as set out in Appendix 1, and as applicable the EU Commission Standard Contractual Clauses incorporated by the Data Processing Agreement.

5.3 During the term of the Agreement the Parties may exchange personal data required for each Party as a data controller to comply with the terms of the Agreement and to administer the Parties' relationship. Each Party acts as independent data controller and warrants that it has ensured a legal basis for the receiving party's processing of such personal data for the above mentioned purposes and transparency requirements in GDPR Art. 12-14 are adhered to towards relevant individuals. The Parties shall comply with applicable data protection legislation including but not limited to the GDPR each as in force and amended, supplemented and/or replaced from time to time.

5.4 EasyTranslate's privacy notice informing of its processing of personal data is set out in Appendix 2.

## 6. REMUNERATION

6.1 EasyTranslate shall pay the Translation Service Professional at the amount stated in the Translation Service Platform for the Services accepted by the Translation Service Professional.

6.2 EasyTranslate will pay the Translation Service Professional for the Services at the end of the month following the month where the Services are completed and accepted by EasyTranslate. In the unlikely event that the Customer does not pay for the Translation Services at all, the Translation Service Professional is not paid for the Services.

6.3 All payments between EasyTranslate and the Translation Service Professional are made in EUR or DKK. Costs related to transactions made to Translation Service Professional's shall be held by the Translation Service Professional.

6.4 The Translation Service Professional is not entitled to reimbursement of expenses of any kind. The Translation Service Professional shall be responsible for its own expenses in connection to carrying out the Services. This may be, but is not limited hereto, computer, dictionaries, paper, pencil, and transport.

## 7. LIABILITY

7.1 EasyTranslate is not liable under this Agreement, whether in contract, tort, breach of statutory duty, indemnity or otherwise, for a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; b) any loss of or corruption of data, c) any regulatory fines; d) any legal costs, e) any loss arising from business interruption or reputational damage, f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the Parties when they entered into this Agreement unless to the extent that such liability cannot be excluded by applicable law.

## 8. INDEMNIFICATION

8.1 The Translation Service Professionals shall indemnify, protect, defend and hold harmless Easy Translate from and against any and all Customer and third party claims, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the Translation Service Professionals delivery of the Services and the Translation Services to Customer under this Agreement.

## 9. INSURANCE

9.1 The Translation Service Professional is responsible for obtaining relevant and adequate insurance in regards to the Services provided by the Translation Service Professional.

9.2 EasyTranslate shall not be liable for any losses incurred by the Translation Service Professional due to insufficient insurance coverage and reserves the right to terminate the Agreement immediately if the Translation Service Professional has not obtained the necessary insurance.

## 10. FORCE MAJEURE

10.1 Neither Party will be liable to the other Party for any failure or delay in performance obligations under the Agreement, which is due to force majeure, provided that the affected Party a) promptly notifies the other Party in writing of the cause of the delay or non performance and the likely duration of the delay or non-performance; and b) uses all reasonable endeavors to limit the effect of the delay or non-performance, and continue to perform, or resume performance of, such obligations under the Agreement for the duration of the Force Majeure Event.

## **11. CONFIDENTIALITY**

11.1 The Parties shall treat confidentially the terms and conditions of this Agreement and all information provided by each Party to the other regarding its business and operations and shall only use such confidential information solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any regulatory authority, any auditor of the Parties hereto, or by judicial or administrative process or otherwise by applicable law.

11.2 The Translation Service Professional shall 1) treat all information related to Customers received from Customers or EasyTranslate (hereinafter "Customer information") as confidential and not disclose to any third party any such information, in whole or in part and 2) use Customer Information only for the purpose of providing the Services.

11.3 The Translation Service Professional shall restrict access to Customer Information related to only those of its employees to whom such access is necessary for carrying out the Translation Services. The Translation Service Professional is responsible for seeing to it that these persons are bound by a non-disclosure obligation at least equivalent to the non-disclosure obligation set forth in this Agreement.

11.4 The confidentiality obligation in this clause 11 shall continue to apply even after the expiry of the Agreement.

## **12. TERM**

12.1 This Agreement will commence on the Effective Date and continue to be in force until terminated in accordance with clause 13.

## **13. TERMINATION**

### **13.1 Termination for convenience**

13.1.1 The Parties may terminate the Agreement for convenience with 1 month's written notice to the other Party.

### **13.2 Termination for cause**

13.2.1 Without prejudice to any Party's rights of termination under this Agreement, either Party may terminate this Agreement at any time with immediate effect in the event of any material breach of this Agreement by either Party that, if capable of being remedied, is not remedied within 20 Business Days of receipt of written notice from the non-defaulting Party requesting such remedy.

13.2.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party in any of the following events, without prejudice to any other remedies or rights the Parties may have: insolvency of the other Party, commencement of proceeding for dissolution, winding-up or liquidation of its business, filing of a bankruptcy or corporate reorganization petition by or against the other Party, or appointment of any receiver, trustee or custodian for the other Party for the benefits of creditors.

## **14. AMENDMENTS TO THE COOPERATION AGREEMENT**

14.1 EasyTranslate shall be entitled in writing to give the Translation Service Professional one (1) month's notice of amendments to the content of this Cooperation Agreement, including all appendices, to the end of a month.

14.2 Notice of amendments shall be sent to the Translation Service Professional at the e-mail address registered in the account information.

14.3 Any changes to the Translation Services and/or changes to the terms and conditions of this Agreement, shall be made in writing. Any changes made in any other way than in writing, including reservations made by e-mail, text messages, phone or through any other means of communication, shall be deemed invalid.

## **15. MISCELLANEOUS**

### **15.1 Independent parties**

15.1.1 The Parties agree that their relationship is not that of joint ventures, principals or agents, or franchisor and franchisees. Both are independent parties acting on their own accounts, and neither is authorized to make any commitment or representation, express or implied, on the other's behalf unless authorized to do so by the other in writing.

15.1.2 The Translation Service Professional organizes, manages, distributes and supervises its work according to the instructions provided by the Customer.

15.1.3 The Translation Service Professional shall not be considered as an employee of EasyTranslate in general or considered as an employee according to the Holidays Act, the Unemployment Insurance Act, the Salaried Employees Act, the Occupational Injuries Insurance Act and the Working Environment Act. etc., principal or agent of EasyTranslate, and shall not be entitled to any other compensation than those specifically agreed upon in this Agreement.

### **15.2 Use of Subcontractors**

15.2.1 The Translation Service Professional shall not be entitled to use subcontractors for the delivery of the Services without the explicit written consent of EasyTranslate.

### **15.3 No exclusivity**

15.3.1 This Agreement shall not be exclusive to either party. The Translation Service Professional is entitled, and is encouraged, to pursue work from any party he/she deems.

### **15.4 Severability**

15.4.1 If any provision or clause of this Agreement should be held invalid, inoperative or unenforceable for any reason, such provision or clause shall be replaced with a revised provision or clause which accomplishes, to the extent possible, the business purpose of the original clause in a valid and enforceable manner, and the remaining provisions of this Agreement shall remain binding on the Parties hereto.

### **15.5 Headings**

15.5.1 The headings of clauses of this Agreement have been inserted for convenience only and shall not form part of this Agreement and in any way amplify the terms and provisions hereof.

### **15.6 No waiver**

15.6.1 No delay, omission or failure by either Party to exercise any right or remedy provided herein shall be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy, but every such right or remedy may be exercised from time to time and as often as may be deemed expedient by either Party for exercising such right or remedy.



## **15.7 Assignment**

15.7.1 EasyTranslate may assign or transfer this Agreement without restriction or notification.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

16.1 The Parties shall seek to amicably solve any dispute, controversy or claim arising out of or relating to this Agreement or the breach or invalidity thereof. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof which cannot be settled amicably within a period of 30 days shall be finally settled only by simplified arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration and according to Danish law (excluding Danish rules on conflict of laws). The place of arbitration shall be Copenhagen. The language shall be English.

## Appendix 1 – Data Processing Agreement

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR) between **EasyTranslate A/S**, CVR no.: 33240562, Titangade 9, 11, 2200 København N, Denmark (the data controller, hereafter ‘EasyTranslate’) and the **Localisation Service Professional** (the sub-data processor), each a ‘party’; together ‘the parties’

HAVE AGREED on the following Sub Data Processing Agreement (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

### 1. Preamble

1.1 This Sub Data Processing Agreement (or the “Clauses”) set out the rights and obligations of EasyTranslate and the sub-data processor, when processing personal data on behalf of EasyTranslate.

1.2 The Clauses have 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).

1.3 EasyTranslate has informed the sub-data processor that EasyTranslate acts as processor under the instructions of its customers acting as data controller(s) (third-party controller). Any instruction provided by EasyTranslate to the sub-data processor in these Clauses is consequently derived from the instruction from the data controllers. EasyTranslate warrants that EasyTranslate has authority to exercise any right and perform any obligation of the data controller under this Sub Data Processing Agreement on behalf of any such third-party controller and pursuant to authorization from such third-party controller. The sub-data processor shall be entitled and obliged to exercise all its rights and perform all its obligations as processor under this Sub Data Processing Agreement to EasyTranslate acting on behalf of a third-party controller. If the sub-data processor receives other instructions or communications etc. from a third-party controller than already included or provided for in this Sub Data Processing Agreement, the sub-data processor shall present such instructions or communications etc. to EasyTranslate and obtain EasyTranslate’s validation.

1.4 The Clauses shall take priority over any similar provisions contained in other agreements between the parties.

1.5 Three appendices are attached to the Clauses and form an integral part of the Clauses.

1.6 **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.

1.7 **Appendix B** contains EasyTranslate’s conditions for the sub-data processor’s use of sub processors and a list of sub-processors authorized by EasyTranslate.

1.8 **Appendix C** contains EasyTranslate’s instructions with regards to the processing of personal data, the minimum security measures to be implemented by the sub-data processor and how audits of the sub-data processor and any sub-processors are to be performed.

1.9 The Clauses along with appendices shall be retained in writing, including electronically, by both parties.

1.10 The Clauses shall not exempt the sub-data processor from obligations to which the sub-data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

## **2. The rights and obligations of EasyTranslate**

2.1 EasyTranslate 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 State<sup>1</sup> data protection provisions and the Clauses.

2.2 EasyTranslate has the right and obligation to make decisions about the purposes and means of the processing of personal data.

2.3 EasyTranslate shall be responsible, among others, for ensuring that the processing of personal data, which the sub-data processor is instructed to perform, has a legal basis.

## **3. The sub-data processor acts according to instructions**

3.1 The sub-data processor shall process personal data only on documented instructions from EasyTranslate, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by EasyTranslate 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 Clauses.

3.2 The sub-data processor shall immediately inform EasyTranslate if instructions given by EasyTranslate, in the opinion of the sub-data processor, contravene the GDPR or the applicable EU or Member State data protection provisions. In such a case the Parties shall find a solution.

3.3 In case EasyTranslate maintains its instructions, the parties must with a positive, cooperative and responsible attitude initiate negotiation to resolve the dispute.

## **4. Confidentiality**

4.1 The sub-data processor shall access the personal data only themselves. In case the sub data processor grants access to the personal data being processed on behalf of EasyTranslate to persons under the sub-data processor's authority, they must have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and can access the personal data 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.

4.2 The sub-data processor shall at the request of EasyTranslate demonstrate that the concerned persons under the sub-data processor's authority are subject to the abovementioned confidentiality.

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

## 5. Security of processing

5.1 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, EasyTranslate and sub-data processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

EasyTranslate 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 organizational measures for ensuring the security of the processing.

5.2 According to Article 32 GDPR, the sub-data processor shall also – independently from EasyTranslate – 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, EasyTranslate shall provide the sub-data processor with all information necessary to identify and evaluate such risks.

5.3 Furthermore, the sub-data processor shall assist EasyTranslate in ensuring compliance with EasyTranslate's obligations pursuant to Articles 32 GDPR, by inter alia providing EasyTranslate with information concerning the technical and organizational measures already implemented by the sub-data processor pursuant to Article 32 GDPR along with all other information necessary for EasyTranslate to comply with EasyTranslate's obligation under Article 32 GDPR.

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

## 6. Use of sub-processors

6.1 The sub-data processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).

6.2 The sub-data processor shall therefore not engage another processor (sub-processor) for the fulfillment of the Clauses without the prior specific written authorisation.

6.3 The sub-data processor shall engage sub-processors solely with the specific prior authorisation of EasyTranslate. The sub-data processor will submit the request for specific authorisation to EasyTranslate

via the regular communication channels between the sub data processor and EasyTranslate and await EasyTranslate's approval of the sub-processor. EasyTranslate shall be under no obligation to approve the request. At the outset of the Clauses no sub-processors are authorized by EasyTranslate.

6.4 If the sub-data processor engages sub-processors without EasyTranslate's approval, this will be considered a material breach of the agreement and EasyTranslate may terminate its agreement with the sub-data processor immediately without any further notice.

6.5 Where the sub-data processor – with the prior specific authorization of EasyTranslate - engages a sub-processor for carrying out specific processing activities on behalf of EasyTranslate, similar data protection obligations as set out in the Clauses 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 organizational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.

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

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

6.7 If the sub-processor does not fulfill his data protection obligations, the sub-data processor shall remain fully liable to EasyTranslate as regards the fulfillment 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 EasyTranslate and the sub data processor, including the sub-processor.

## **7. Transfer of data to third countries or international organizations**

7.1 Any transfer of personal data to third countries or international organizations by the sub data processor shall only occur on the basis of documented instructions from EasyTranslate and shall always take place in compliance with Chapter V GDPR.

7.2 In case transfers to third countries or international organizations, which the sub-data processor has not been instructed to perform by EasyTranslate, is required under EU or Member State law to which the sub-data processor is subject, the sub-data processor shall inform EasyTranslate of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

7.3 Without documented instructions from EasyTranslate, the sub-data processor therefore cannot within the framework of the Clauses:

- 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 the sub-data processor in a third country

7.4 EasyTranslate'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.

7.5 The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

## 8. Assistance to EasyTranslate

8.1 Taking into account the nature of the processing, the sub-processor shall assist EasyTranslate in fulfilling EasyTranslate's obligations to assist EasyTranslate's customers by appropriate technical and organizational measures, insofar as this is possible, in the fulfillment of EasyTranslate's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

This entails that the sub-data processor shall, insofar as this is possible, assist EasyTranslate in its obligations to assist with requests made to EasyTranslate's customers concerning:

- 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

8.2 In addition to EasyTranslate's obligation to assist EasyTranslate's customers as laid down in the Data Processing Agreement with such customers, the sub-processor shall furthermore, taking into account the nature of the processing and the information available to the sub processor, assist EasyTranslate in assisting EasyTranslate's customers with:

- a) EasyTranslate'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, the Danish Data Protection Agency, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- b) EasyTranslate'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) EasyTranslate's obligation to carry out an assessment of the impact of the envisaged processing

operations on the protection of personal data (a data protection impact assessment);

d) EasyTranslate's obligation to consult the competent supervisory authority, the Danish Data Protection Agency, 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 EasyTranslate to mitigate the risk.

8.3 The parties shall define in Appendix C the appropriate technical and organizational measures by which the sub-data processor is required to assist EasyTranslate as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 8.1. and 8.2.

## 9. Notification of personal data breach

9.1 In case of any personal data breach, the sub-data processor shall, without undue delay after having become aware of it, notify EasyTranslate of the personal data breach.

9.2 The sub-data processor's notification to EasyTranslate shall, if possible, take place within 24 hours after the sub-data processor has become aware of the personal data breach to enable EasyTranslate to comply with EasyTranslate's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.

9.3 In accordance with Clause 8 (2)(a), the sub-data processor shall assist EasyTranslate in notifying the personal data breach to the competent supervisory authority, meaning that the sub-data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3) GDPR, shall be stated in EasyTranslate'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 controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

9.4 The parties shall define in Appendix C all the elements to be provided by the sub-data processor when assisting EasyTranslate in the notification of a personal data breach to the competent supervisory authority.

## 10. Erasure and return of data

10.1 On termination of the provision of personal data processing services in relation to each specific project, the sub-data processor shall be under obligation to delete all personal data processed on behalf of EasyTranslate in relation to such project and certify to EasyTranslate that it has done so.

## 11. Audit and inspection

11.1 The sub-data processor shall make available to EasyTranslate all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by EasyTranslate or another auditor mandated by EasyTranslate. EasyTranslate shall be entitled to share with its customers (the data controllers) this Sub Data Processing Agreement, as well as all documentation received from the sub-processor, including but not limited to audit reports as well as any and all documentation for compliance and/or non-compliance.

11.2 Procedures applicable to EasyTranslate's audits, including inspections, of the sub-data processor and sub-processors are specified in appendices C.7. and C.8.

11.3 The sub-data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to EasyTranslate and sub-data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the sub-data processor's physical facilities on presentation of appropriate identification.

## **12. The parties' agreement on other terms**

12.1 The parties may agree to 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 Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

## **13. Commencement and termination**

13.1 The Clauses shall become effective on the date of the sub-data processors agreement to the Clauses.

13.2 Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.

13.3 The Clauses 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 Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.

13.4 If the Cooperation Agreement is terminated, the Clauses will be considered terminated automatically.

## **Appendix A – Information about the processing**



**A.1. The purpose of the sub-data processor's processing of personal data on behalf of EasyTranslate is:**

To perform translation services of EasyTranslates customers' source files on behalf of EasyTranslate. Source files can contain all kinds of personal data which is reflected in the section below.

To perform other language services on behalf of EasyTranslate, such as DTP, editing, interpreting, proofreading, subtitling, transcribing, voice over, or other, where source files can contain all kinds of personal data which is reflected in the section below. These language services are covered by the translation service reference in the document.

**A.2. The sub-data processor's processing of personal data on behalf of EasyTranslate shall mainly pertain to (the nature of the processing):**

Access, collection, storage, translation, return and deletion.

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

The personal data processed will depend on what source files EasyTranslate instructs the sub-data processor to translate.

Types of personal data processed in connection with provision of translation services may include any personal data included in EasyTranslate's customers source files and other content which EasyTranslate's customers in their own discretion chooses to disclose to EasyTranslate and the sub data processor or upload to the platform. As such the personal data may include ordinary as well as special categories of data of any nature.

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

The data subjects whose personal data is processed will depend on what source files EasyTranslate instructs the sub-data processor to translate. The data subject may include any data subject whose personal data may be included in EasyTranslate's customers' source files and other content which EasyTranslate's customers in their own discretion chooses to disclose to EasyTranslate and the data processor or upload to the platform.

**A.5. The sub-data processor's processing of personal data on behalf of EasyTranslate may be performed when the Clauses commence. Processing has the following duration:**

The sub-data processor shall be under obligation to delete all personal data processed on behalf of EasyTranslate immediately after each task submission and be able to certify to EasyTranslate that it has done so unless Union or Member State law requires storage of the personal data.

**Appendix B – Authorized sub-processors**

**B.1. Approved sub-processors**

On commencement of the Clauses, EasyTranslate does not authorize the engagement of sub processors.

## Appendix C – Instruction pertaining to the use of personal data

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

The sub-data processor's processing of personal data on behalf of EasyTranslate shall be carried out by the sub-data processor performing the following:

The sub-data processor shall perform translation and other language services cf. Appendix A.1. of source files etc. which may include personal data.

More specifically the sub-data processor must when instructed to access source files in EasyTranslate's platform, or CAT-tool to perform the translation and language services. If necessary to perform the service the sub-data processor may download the source files to the sub-data processor's own equipment, on the condition that such downloads and copies are deleted upon completion of the translation or other language service and uploaded to the EasyTranslate platform. The sub-data processor is not allowed to maintain whole or in part copies of source files or to otherwise record or copy content of source files.

### C.2. Security of processing

The level of security shall take into account that the processing may involve confidential and special categories of personal data.

Information Security. The sub-data processor will maintain information security designed to (a) help EasyTranslate to secure personal data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the data, and (c) minimize security risks. The information security will include the following measures:

Network Security. The sub-data processor uses secure networks, thereby no public networks. The sub-data processor further assures stable network connection.

Protection of data. All data is kept confidential and protected against unauthorized access, through strong passwords, and timeouts (automatic locks). Antivirus software and firewall is active and used on all devices used to process the data. Only genuine and licensed systems and programs are used to process the data. Systems and programs are updated.

Access. Only the sub-data processor accesses the data. Access to systems in which the personal data are being processed is obtained through authentication.

Confidentiality. The sub-data processor ensures confidentiality of processing personal data independent from the processing location. The sub-data processor will only access the personal data only him or herself. In case the sub-data processor grants access to the personal data being processed on behalf of EasyTranslate to persons under the sub-data processor's authority, they must have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and can access the personal data only on a need-to-know basis. The list of persons to whom access has been granted is kept under periodic review. If access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

Continued Evaluation. The sub-data processor will conduct periodic reviews of its technical and organizational

measures against industry security standards and will continually evaluate its information security to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

### **C.3. Assistance to EasyTranslate**

The sub-data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist EasyTranslate in accordance with Clause 9.1. and 9.2. by implementing the following technical and organizational measures:

In general, EasyTranslate may accommodate data subject requests without the assistance from the sub-data processor. Should the assistance from the sub-data processor be required then EasyTranslate must compensate the sub-data processor for any time spent on this in accordance with the sub-data processor's current hourly rate.

### **C.4. Storage period/erasure procedures**

As specified in Clause 10 and appendix C.1.

### **C.5. Processing location**

The sub-data processor is only allowed to access the source files and personal data included therein from the sub processors processing location. Unless otherwise agreed in writing the sub processor's processing location shall be the address registered in the platform.

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

If the sub-data processor will receive personal data in or access personal data from a non-EEA country which has not been deemed by the EU Commission to provide adequate protection of personal data, through a adequacy decision the parties by virtue of accepting this Sub Data Processing Agreement agree to be bound by the Standard Contractual Clauses (SCC's) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council – module 3 (P2P) (COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021) as attached to this Appendix C.

To the extent there is any conflict between the SCC's and any other terms in this Sub Data Processing Agreement, the provisions of the SCC's will prevail. Terms defined in the SCC's shall have the meaning set out in the SCC's and shall replace the definition of the same or similar terms in the Sub Data Processing Agreement. Where the SCC's regulate a specific subject matter the SCC's shall replace entirely any section of the Sub Data Processing Agreement regulating the same subject matter. Sections of the Sub Data Processing Agreement which reasonably conflict with the SCC's shall be null and void and other sections of the Sub Data Processing Agreement must be interpreted to not contradict, directly or indirectly, the SCC's or prejudice the fundamental rights or freedoms of data subjects provided by Applicable Law.

### **C.7. Procedures for EasyTranslate's audits, including inspections, of the processing of personal data being performed by the sub-data processor**

EasyTranslate can carry out an appropriate audit of the sub-data processor to ensure that the sub-data processor complies with the sub-data processor's obligations under this Sub Data Processing Agreement and the Data

Protection Regulation.

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

EasyTranslate's costs, if applicable, relating to its control of the sub-data processor shall be defrayed by EasyTranslate. The sub-data processor shall, however, be under obligation to set aside the resources (mainly time) required for EasyTranslate to be able to perform the inspection.

## **STANDARD CONTRACTUAL CLAUSES (MODULE 3 - PROCESSOR TO PROCESSOR)**

### **SECTION I**

## Clause 1

### Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 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 (General Data Protection Regulation)<sup>2</sup> for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

## Clause 2

### Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

## Clause 3

### Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

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<sup>2</sup> Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g);
- (iii) Clause 9(a), (c), (d) and (e);
- (iv) Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e); and
- (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

#### **Clause 4**

##### **Interpretation**

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

#### **Clause 5**

##### **Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

#### **Clause 6**

##### **Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

#### **Clause 7**

##### **Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

## **SECTION II – OBLIGATIONS OF THE PARTIES**

### **Clause 8**

#### **Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organizational measures, to satisfy its obligations under these Clauses.

#### **8.1 Instructions**

(a) The data exporter has informed the data importer that it acts as processor under the instructions of its controller(s), which the data exporter shall make available to the data importer prior to processing.

(b) The data importer shall process the personal data only on documented instructions from the controller, as communicated to the data importer by the data exporter, and any additional documented instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give further documented instructions regarding the data processing throughout the duration of the contract.

(c) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions from the controller, the data exporter shall immediately notify the controller.

(d) The data exporter warrants that it has imposed the same data protection obligations on the data importer as set out in the contract or other legal act under Union or Member State law between the controller and the data exporter.<sup>3</sup>

#### **8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B., unless on further instructions from the controller, as communicated to the data importer by the data exporter, or from the data exporter.

#### **8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the data exporter may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

#### **8.4 Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to rectify or erase the data.

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<sup>3</sup> See Article 28(4) of Regulation (EU) 2016/679 and, where the controller is an EU institution or body, Article 29(4) of Regulation (EU) 2018/1725.



## 8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the controller and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

## 8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organizational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter or the controller. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organizational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify, without undue delay, the data exporter and, where appropriate and feasible, the controller after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the data breach, including measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify its controller so that the latter may in turn notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

## 8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses (hereinafter 'sensitive data'), the data importer shall apply the specific

restrictions and/or additional safeguards set out in Annex I.B.

## 8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the controller, as communicated to the data importer by the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union<sup>4</sup> (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefiting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679;
- (iii) the onward transfer is necessary for the establishment, exercise or defense of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

## 8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter or the controller that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the controller.
- (c) The data importer shall make all information necessary to demonstrate compliance with the obligations set out in these Clauses available to the data exporter, which shall provide it to the controller.
- (d) The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. The same shall apply where the data exporter requests an audit on instructions of the controller. In deciding on an audit, the data exporter may take into account relevant certifications held by the data importer.
- (e) Where the audit is carried out on the instructions of the controller, the data exporter shall make the results available to the controller.
- (f) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (g) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

## Clause 9

### Use of sub-processors

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<sup>4</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purposes of these Clauses.

(a) The data importer shall not subcontract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the prior specific written authorisation of the controller. The data importer shall submit the request for specific authorisation at least 30 days prior to the engagement of the sub-processor, together with the information necessary to enable the controller to decide on the authorisation. It shall inform the data exporter of such engagement. The list of sub-processors already authorized by the controller can be found in Annex III. The Parties shall keep Annex III up to date.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the controller), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.<sup>5</sup> The Parties agree that, by complying with this Clause, the data importer fulfills its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's or controller's request, a copy of such a sub-processor agreement and any subsequent amendments. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfill its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

## **Clause 10**

### **Data subject rights**

(a) The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorized to do so by the controller.

(b) The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable. In this regard, the Parties shall set out in Annex II the appropriate technical and organizational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the controller, as communicated by the data exporter.

## **Clause 11**

### **Redress**

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorized to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

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<sup>5</sup> This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organization or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

## **Clause 12**

### **Liability**

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

## **Clause 13**

### **Supervision**

(a) Where the data exporter is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

### **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

#### **Clause 14**

#### **Local laws and practices affecting compliance with the Clauses**

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorizing access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorizing access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>6</sup>;

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<sup>6</sup> As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or

(iii) any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). The data exporter shall forward the notification to the controller.

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organizational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, if appropriate in consultation with the controller. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## **Clause 15**

### **Obligations of the data importer in case of access by public authorities 15.1 Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

The data exporter shall forward the notification to the controller.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

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otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). The data exporter shall forward the information to the controller.

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## 15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. The data exporter shall make the assessment available to the controller.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### **Clause 16**

#### **Non-compliance with the Clauses and termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory

authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority and the controller of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

#### **Clause 17**

##### **Governing law**

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Denmark.

#### **Clause 18**

##### **Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Denmark.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.



## A. LIST OF PARTIES

### Data exporter:

Name: EasyTranslate A/S

Address: Titangade 9, 11, 2200 København N

Contact person's name, position and contact details:

Aysegul Sayli, Compliance Manager, [ayse@easytranslate.com](mailto:ayse@easytranslate.com).

Data Protection officer's (if any) name, position, and contact details: n/a

EU representative's (if any) name, position, and contact details: n/a

Activities relevant to the data transferred under these Clause: Acting as data processor providing translation and other language services and platform services to its customers (data controllers)

### Data importer:

Name and contact: The data importer (EasyTranslate's sub-processor, the 'Translation Service Professional', the 'Localisation Software Professional') as identified in the Cooperation Agreement entered into between EasyTranslate (data exporter) and the data importer.

Activities relevant to the data transferred under these Clauses: Acting as sub-processor for the data exporter providing translation and other language services of source files provided by the data exporter.

## B. DESCRIPTION OF TRANSFER

### *Categories of data subjects whose personal data is transferred*

The data subjects whose personal data is processed will depend on what source files EasyTranslate (data exporter) instructs the sub-processor (data importer) to translate. The data subject may include any data subject whose personal data may be included in EasyTranslate's customers (data controller) source files and other content which EasyTranslate's customers (data controller) in their own discretion chooses to disclose to EasyTranslate (data exporter) and the data processor (data importer) or upload to the platform.

### *Categories of personal data transferred*

The personal data processed will depend on what source files EasyTranslate (data exporter) instructs the sub-processor (data importer) to translate.

Types of personal data processed in connection with provision of translation services may include any personal data included in EasyTranslate's customers (data controller) source files and other content which EasyTranslate's customers (data controller) in their own discretion chooses to disclose to the EasyTranslate (data exporter) and the sub data processor (data importer) or upload to the platform. As such the personal data may include ordinary as well as special categories of data of any nature.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

We refer to the point above, “*Categories of personal data transferred*”.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Access to source files stored in the data exporters platform in specifically agreed projects (from time to time)

*Nature of the processing*

Access, collection, storage, translation, return and deletion.

Purpose(s) of the data transfer and further processing To perform translation services of source files on behalf of EasyTranslate (data exporter).

To perform other language services on behalf of EasyTranslate (data exporter), such as DTP, editing, interpreting, proofreading, subtitling, transcribing, voice over, or other.

The data importer must, when instructed, access source files in EasyTranslate’s platform, or CAT-tool to perform the translation and language services. If necessary to perform the service the data importer may download the source files to the data importer’s own equipment, on the condition that such downloads and copies are deleted upon completion of the translation or other language service. The data importer is not allowed to maintain whole or in part copies of source files or to otherwise record or copy content of source files.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

On termination of the provision of personal data processing services in relation to each specific project, the data importer shall be under obligation to delete all personal data processed on behalf of EasyTranslate (data exporter) and certify to EasyTranslate (data exporter) that it has done so.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

Data importer is not authorized to use sub processors.

## **C. COMPETENT SUPERVISORY AUTHORITY**

Data exporter is established in an EEA country.

The competent supervisory authority is Datatilsynet, Denmark.

## ANNEX II

### **TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

*Information Security.* The data importer will maintain information security designed to (a) help EasyTranslate to secure personal data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the data, and (c) minimize security risks. The information security will include the following measures:

*Network Security.* The data importer uses secure networks, thereby no public networks. The data importer further assures stable network connection.

*Protection of data.* All data is kept confidential and protected against unauthorized access, through strong passwords, and timeouts (automatic locks). Antivirus software and firewall is active and used on all devices used to process the data. Only genuine and licensed systems and programs are used to process the data. Systems and programs are updated.

*Access.* Only the data importer accesses the data. Access to systems in which the personal data are being processed is obtained through authentication.

*Confidentiality.* The data importer assures confidentiality processing personal data independent from the processing location. The data importer will only access the personal data only him- or herself. In case the data importer grants access to the personal data being processed on behalf of EasyTranslate to persons under the data importer's authority, they must have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and can access the personal data only on a need-to-know basis. The list of persons to whom access has been granted is kept under periodic review. If access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

*Continued Evaluation.* The data importer will conduct periodic reviews of its technical and organizational measures against industry security standards and will continually evaluate its information security to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

**ANNEX III****LIST OF SUB-PROCESSORS**

The data exporter has not authorized any use of sub-processors by the data importer.

## 1. INTRODUCTION

1.1 This Privacy Notice is intended to provide you with information on how EasyTranslate A/S, Titangade 9, 11, 2200 Copenhagen, CVR 33240562 ("EasyTranslate", "we", "us", "our") collects and processes your personal data which you have given to us, or we have collected from you.

1.2 We will only process your personal data in accordance with this Privacy Notice and applicable law to which we are subject, including the General Data Protection Regulation 2016/679 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 (hereinafter the "GDPR") and the Danish Data Protection Act No. 502 of 23 May 2018 supplementing the GDPR, any amendments thereto and other such legislation supplementing these rules.

1.3 EasyTranslate is the data controller in relation to your personal data in the below situations. You can contact EasyTranslate by sending an email to [gdpr@easytranslate.com](mailto:gdpr@easytranslate.com).

1.4 You may also act as a data processor for EasyTranslate. For more information see below Section 8.

## 2. EasyTranslate AS THE DATA CONTROLLER. THE DATA WE COLLECT, THE PURPOSE, AND THE LEGAL BASIS FOR PROCESSING

2.1 When you use our website, we collect personal data about you, including your referral URL, your browser type, your search terms used and other user behavior on our website, your IP address including your network location and information about your computer, date and time of your visit.

2.1.1 The purpose of our processing is to optimize the user experience, our digital services, and to market our services to you.

2.1.2 The legal basis for our processing of your personal data follows article 6 (1) (f) (legitimate interest) of the GDPR.

2.1.3 We collect data automatically by use of cookies. Our use of cookies other than technical necessary cookies are subject to your prior consent. The information will not be used to identify you. You may read more about the use of cookies in our cookie policy [here](#). You may withdraw or change your consent by rejecting cookies in the "Consent settings" or by blocking cookies in your web browser.

2.2 When you or the private or public entity or organization that you work for or represent ("your employer") enters into an agreement with us for the provision of services to or on behalf of us, we collect personal data about you, including your contact, professional and billing information, VAT no., qualifications including languages spoken, samples of previous work, CV, certificates, and references. We further collect information concerning the services you perform for us.

2.2.1 The purpose of our processing is to assess your qualifications and perform the contract that we have entered into with you, or your employer. We use your information to create and manage the contractual relationship, to communicate, and to handle invoices from you or your employer.

2.2.2 The legal basis for our legitimate interest to assess your qualifications is GDPR article 6 (1) (f). The legal basis for our processing of your personal data follows article 6 (1) (b) (performance of contract), and (f) (legitimate interest) of the GDPR.

2.2.3 We will collect the personal data directly from you or from your employer.

2.3 When you subscribe to our platform as an external independent translator (i.e. Translation Service Professional and Localisation Service Professional) with the purpose of offering your services to other users signed up to the platform, we collect personal data about you, including your contact, professional and billing information, the languages you speak, your qualifications (cf. section 2.2) and the services you offer. This information is made available to users of the platform.

2.3.1 The purpose of our processing is to offer you to sign up as an external translator at our platform and to manage your user account subject to the Cooperation Agreement you have accepted at sign up.

2.3.2 The legal basis for our processing of your personal data follows article 6 (1) (b) (performance of contract) of the GDPR. 2.3.3 We will collect the personal data directly from you.

2.4. We have integrated Stripe Connect in our services. Your payment data is therefore administered by Stripe, acting as a third-party data controller. We refer to [Stripe's Privacy Policy](#) for further information on their processing of your personal data.

2.5 When you, as a subscriber to the platform, make use of other functions available we will act as data controller. This includes:

2.5.1 When you use the chat function to communicate with other users through the platform, we will process your name and contact details and the content of the communication only to provide you and the other user the ability to communicate through the platform. We may access the communication to ensure that deadlines agreed between you and other users are being met and generally to ensure timely and proper delivery. We will not access or process the content of your communication for other purposes than to provide the service and to ensure compliance with agreements you have entered with us or other users of the platform, and our policies for the use of the platform. You are urged to limit the inclusion of personal data in the communication to what is necessary for the purpose. The legal basis for our processing is to perform our contract and to pursue our legitimate interest to monitor compliance with agreements and our policies cf. article 6 (1) (b) and (f) of the GDPR.

2.5.2 When you have provided your service to another user of the platform the other user will be invited to rate the quality of your service. The rating will be made available to other users of the platform for transparency purposes and for our general monitoring and quality assessment to maintain a high level of quality among the external translators using the platform. The legal basis for our processing is our legitimate interest to ensure transparency and quality cf. article 6 (1) (f) of the GDPR.

2.5.3 At the request of a user that has received your services we may assist to resolve disputes between you, including in relation to the quality of the translation. If so, we will process your identity, the agreement you have concluded with the other user and the content of the translation to evaluate the quality and to mediate and seek to resolve the dispute between you and the other user. The legal basis for our processing is our legitimate interest to assist our users to resolve disputes cf. article 6 (1) (f) of the GDPR.

2.5.4 To ensure and maintain a high level of quality among the external translators available in the platform we may from time-to-time access translations performed by one or more specific translators. This may include translations performed by you. The legal basis is our legitimate interest to maintain a high level of quality cf. article 6 (1) (f) of the GDPR.

### 3. DISCLOSURE OF YOUR PERSONAL DATA

3.1 Your personal data is disclosed to other users of the platform to enable them to evaluate your qualifications and to make decisions as to use your services and to enter into contracts with you.

3.2 Your personal data is disclosed to third parties who process personal data on behalf of EasyTranslate, and therefore act as our data processors. We use third parties for user support, supplier relationship management, invoicing, web analytics, business analytics and as hosting provider. We may also use third party translators to assist us in performing specific or general quality assessments. We have entered into data processing agreements that comply with article 28 of the GDPR with all our data processors to ensure that such data processors implement appropriate organizational and technical security measures in such a way that the processing complies with the requirements of the GDPR and ensures the protection of your rights.

#### 4. TRANSFER OF YOUR PERSONAL DATA TO THIRD COUNTRIES

4.1 Some of our data processors, such as Open AI, HubSpot and Twilio (Aircall), are established in the United States of America (USA). We also use external translators which may be established in a non-EU/EEA country. The appropriate safeguards to transfer personal data to the USA or other non-EU/EEA countries which are not considered by the EU commission to provide an adequate level of data protection are secured by EU Commission's Standard Contract Clauses (article 46 of the GDPR). If you would like further information about our data processors established outside the EU/EEA and the safeguards in place to transfer personal data, you can request documentation hereof by sending us an email to [gdpr@easytranslate.com](mailto:gdpr@easytranslate.com).

Please also be advised that your personal data may also be transferred to a country outside the EU/EEA by our use of cookies on the Website. You can read more on this in our cookie policy [here](#).

#### 5. YOUR RIGHTS

5.1 Under certain circumstances, you have a number of rights in relation to our processing of your personal data.

5.2 If you want to make use of your rights, please contact EasyTranslate by sending an email to [gdpr@easytranslate.com](mailto:gdpr@easytranslate.com).

5.3 Please note that your platform account settings give you full control over your data. Here you can see, edit, export, and delete your data, at the click of a button.

5.4 The right of access by the data subject

5.4.1 You have the right to request access to your personal data. This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

5.5 The right to rectification

5.5.1 You have the right to request correction of your personal data that we hold about you. If you become aware that the personal data we process is inaccurate, we encourage you to contact us in writing which will enable you to have any incomplete or inaccurate information we hold about you corrected.

5.6 The right to erasure ("the right to be forgotten")

5.6.1 You may have the right to request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. To the extent the continued processing of your personal data is necessary, for example in order for us to comply with our legal obligations or for legal requirements to be established, enforced or defended, we are not required to delete your personal data.

5.7 The right to restriction of processing

5.7.1 You may have the right to request the restriction of processing of your personal data to consist only of storage. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.

5.8 The right to data portability

5.8.1 You may have the right to obtain personal data that you have provided us with, in a structured, commonly used, machine-readable format and have the right to request a transfer of that information to another data controller.

5.9 The right to object

5.9.1 You have the right to object to our processing of your personal data at any time when it relates to our direct marketing efforts towards you.

5.9.2 Furthermore, you have the right to object to our processing of your personal data at any time, for reasons relating to your personal life, where we are relying on a legitimate interest as legal basis for processing, cf. section 2.

#### 5.10 The right to withdraw your consent

5.10.1 You have the right to withdraw a consent you have provided us with for the purpose of processing your personal data. If you wish to withdraw your consent, please contact us by using the contact information specified below. For cookies, you can withdraw your consent by changing your settings [here](#).

#### 5.11 The right to lodge a complaint

5.11.1 You have the right to lodge a complaint regarding EasyTranslate's processing of your personal data. A complaint can be lodged with the Danish Data Protection Agency (Datatilsynet) at [www.datatilsynet.dk](http://www.datatilsynet.dk) or any other supervisory authority in your country.

### 6. DATA RETENTION

6.1 The personal data stored based on your user behavior on our website will be deleted at the latest according to our cookie policy, which can be accessed [here](#).

6.2 Personal data about you collected when you sign up to our platform will be stored until you delete your account. Personal data about you when you provided a service, will be stored for the current year plus five years.

6.3 We do further reserve the right to retain your personal data for an extended period of time if deemed necessary to establish, exercise, or defend a legal claim or in order to meet a legal obligation.

### 7. DATA SECURITY

7.1 We have put in place appropriate security measures to prevent your personal data from an accidental or unlawful destruction, loss, alterations, unauthorized disclosure or misuse of, or access to personal data transmitted, stored, or otherwise processed.

7.2 We have limited access to your personal data to employees and contractors who have a relevant and reasonably required need to access your personal information to perform their work.

### 8. YOU MAY BE A DATA PROCESSOR

8.1 In your performance of translations or other services to EasyTranslate you may act as a data processor to EasyTranslate. In these situations, you must conclude a Data Processing Agreement (DPA) with EasyTranslate.

### 9. CONTACT INFORMATION

9.1 If you have any questions regarding this Privacy Notice or wish to exercise your rights, please send us an email to [gdpr@easytranslate.com](mailto:gdpr@easytranslate.com).

### 10. CHANGES TO THIS PRIVACY NOTICE

10.1 We may make changes to this Privacy Notice; the latest version of this Privacy Notice will be available at any time under your platform account settings.

10.2 This Privacy Notice has last been updated February 7th 2024.