



The Wellness Company

DATA PROCESSING AGREEMENT ("DPA")

between

FysioDanmark Vejle
Sjællandsgade 23
7100 Vejle
CVR-nr. 20160888

and

Technogym S.p.A., with registered office in via Calcinaro, 2861 – 47521 Cesena (FC)
("Technogym" or "Data Processor"),

jointly the "Parties"

WHEREAS

On 16/04/2019, the Customer entered into an agreement ("Contract") with Technogym or with the relevant Technogym local entity or third party authorized distributor, according to which Technogym will provide the Customer with the services as described at docs.mywellness.com/msa/servicedescription.pdf ("Service");

The Customer and Technogym acknowledge and agree that, in relation to Personal Data processed by Technogym for the provision of the Service to Customer, the Customer shall be the data controller and Technogym shall be the data processor.

IT IS AGREED

1. Definitions

All capitalized terms in this DPA shall have the meaning defined in the Contract.

In addition, for the purpose of this DPA:

- "Applicable Data Protection Laws" means any data protection legislation applicable to the processing of Personal Data, including 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, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), when applicable.

2. Nature and purposes of the processing

The Data Controller is solely responsible for decisions regarding and determining the purposes, means and methods to be adopted by the Data Processor in relation to the processing of Personal Data within the framework of the Contract.

The Data Controller entrusts the Data Processor with all Personal Data processing operations for the purposes that are necessary to achieve full performance of the Service provided under the Contract.

Data Processor will process Personal Data in accordance with this DPA and the instructions provided by the Customer in writing or through the Service settings available to it.

3. Type of personal data and categories of data subjects

This DPA regulates all Personal Data processing activities relating to the Service. Type of personal data processed and categories of data subjects under this DPA are listed in Annex 1.

4. Obligation of the Data Controller

Data Controller has the sole and exclusive authority to determine the purposes of the processing of the Personal Data in the context of the Contract and it is responsible to provide Data Processor with adequate instructions in accordance to Applicable Data Protection Laws.

Data Controller must notify Data Processor, if it identifies errors or irregularities relating to the requirements of Applicable Data Protection Laws with regard to the results of the Data Processor's activities.

The Data Controller undertakes to notify the Data Processor any request submitted by any public authority for disclosure of information relating to the functioning and the characteristics of the Service.

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5. Obligations of the Data Processor

The Data Processor ensures that:

- will process any Personal Data according to the Contract as well as any other reasonable and documented instruction received from the Data Controller;
- persons authorised by the Data Processor to process the personal data (such as employees of Technogym) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- will adopt and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, as detailed in **Annex 2**;
- will impose the same obligations as set forth in this DPA on the Processor to any sub-processors that are engaged for carrying out processing activities covered under the scope of application of the Contract. In particular, the Data Processor shall request the engaged sub-processor to provide sufficient guarantees in order to implement appropriate technical and organisational measures as imposed to Data Processor under this DPA;
- taking into account the nature of the processing, will assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights, and, where possible, will provide instruments allowing data subject's to exercise his/her rights;
- will assist the Data Controller in ensuring compliance with its obligations under Applicable Data Protection Laws, including relating to the security of Personal Data, taking into account the nature of processing and the information of which Technogym is aware, being understood that no obligation of assistance with regard to any issue or circumstance other than those relating to Personal Data and within the context of the Contract is granted to the Data Controller.

6. Responsibility of the Parties and liability

Data Controller accepts responsibility for abiding any Applicable Data Protection laws, including providing relevant information to data subjects about the processing of Personal Data through the Service, as required by Applicable Data Protection Laws.

Without prejudice to everything provided for in the Contract, except to the extent caused by an ascertained breach of this DPA by the Data Processor (to be ascertained by final judgment or by final decision issued by the relevant Data Protection Authority), the Data Controller shall be responsible for all activities performed by the latter under its use of the Service, regardless of whether such activities are authorized or undertaken by the Data Controller, including any activity illegitimately performed by its employees or a third party that had access to the Service, including, by merely way of example, Data Controller's contractors, interns, agents, Customer Users or any other subject, even not directly related to the Data Controller, such as, by merely way of example, an external personal trainer who obtained an unauthorised access to the Service.

7. Technical and organizational security measures implemented by the Data Processor

Technical and organizational security measures implemented by the Data Processor are identified in **Annex 2**.

8. Sub-processing and transparency

The Data Controller hereby accepts and consents the Data Processor to delegate its obligations to the sub-processors listed in **Annex 3** ("Sub-Processors").

The Data Controller hereby grants the Data Processor with a general authorization to engage sub-processors others than the Sub-Processors, provided that the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of the sub-processors, thereby giving the Data Controller the opportunity to object to such changes.

9. Disclosure of data to third parties

The Data Processor undertakes to notify the Data Controller any legally binding request for disclosure of the Personal Data by a law enforcement authority, unless such disclosure is otherwise prohibited.

The Data Processor will reject any non-legally binding request for disclosure.

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10. Data Transfers outside the European Union

Data Controller acknowledge and agree that Personal Data may be transferred to countries other than the one where the Controller is located, including the countries listed in Annex 3. Data Processor shall promptly notify Data Controller in case Personal Data is transferred to countries other than those listed in Annex 3.

As far as GDPR is applicable, Data Processor ensure that any transfer of Personal Data will take place in accordance with conditions laid down under Chapter V of the GDPR ("Transfers of personal data to third countries or international organizations"). In particular, data Processor will enter into data transfer agreements that incorporates the standard data protection clauses adopted by the European Commission

Data Controller shall notify to Data Processor any other requirement set forth by Applicable Data Protection Law in relation to international transfer of Personal Data.

11. Logging and auditing of processing

Data Processor will make available to the Data Controller all information necessary to demonstrate the latter's compliance with the obligations laid down in Applicable Data Protection Laws and, as far as GDPR is applicable to Data Controller, allow for and contribute to any reasonable request for audits, including inspections, conducted by the Controller or another auditor mandated by the Controller, provided that the Data Controller informs the Data Processor of any audit or inspection that it is willing to perform within a prior written notice of 30 days, to be sent by registered mail.

12. Duration

This DPA shall automatically terminate in case of termination, due to any reason, of the Contract.

13. Retention of Personal Data and portability

The Data Processor shall delete or anonymize all the Personal Data after 60 days of the effective date of termination of the Contract, unless alternative legal basis for processing exists.

Data Controller, within 30 days of the effective date of termination of the Contract, can send to Data Processor a written request for data portability. In this case, the Data Processor will make available to the Data Controller a file of Customer Data in a non-proprietary format. This data shall not contain any data containing personal information related to individuals other than the Customer User.



Should the Data Controller require the translation of such format into a standardized, or proprietary, or open data format, this specific activity will be quoted and performed by the Data Processor under a separate agreement.

14. Data Breach

As far as GDPR is applicable to data controller, the Data Processor shall notify the Data Controller without undue delay after becoming aware of a personal data breach.

15. Entire Agreement

This DPA supersedes, expressly revokes and substitutes any other agreement regarding the processing of Personal Data by the Processor on behalf of the Controller pursuant to the Contract.

<p>(Data Controller)</p> <p>Signed by: </p> <p>Name: KRISTOFFER DALSGAARD</p> <p>Title: DIREKTØR</p> <p>Signature Date: 7/10-2019</p> <p>E-mail: KRISTOFFER.DALSGAARD</p>	<p>Technogym S.p.A. (Data Processor)</p> <p>Signed by: </p> <p>Name: Steff Jørgensen</p> <p>Title: Salgskonsulent</p> <p>Signature Date: 04-10-2019</p> <p>E-mail: si@pedan.dk</p>
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Sjællandsgade 23A · 7100 Vejle
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Dansk oversættelse af DATA PROCESSING AGREEMENT ("DPA")

IDET BEMÆRKES, AT

Kunden indgik en aftale ("**Kontrakten**") med Technogym eller Technogyms relevante lokale forretningsenhed eller en ekstern autoriseret forhandler, ifølge hvilken Technogym skal levere de tjenesteydelser til kunden, der er beskrevet i docs.mywellness.com/msa/servicedescription.pdf ("**Tjenesteydelsen**");

Kunden og Technogym anerkender, at Kunden er dataansvarlig og Technogym databehandler for de Personoplysninger, Technogym behandler for at kunne levere Tjenesteydelsen til kunden

AFTALES FØLGENDE:

1. Definitioner

Alle termer med stort begyndelsesbogstav i denne databehandleraftale har den i Kontrakten definerede betydning.

Derudover forstås i nærværende Databehandleraftale ved:

- "**Gældende Databeskyttelseslovgivning**" enhver databeskyttelseslovgivning gældende for behandling af Personoplysninger, herunder Europa-Parlamentets og Rådets Forordning (EU) 2016/679 af 27. april 2016 om beskyttelse af fysiske personer i forbindelse med behandling af personoplysninger og om fri udveksling af sådanne oplysninger og om ophævelse af direktiv 95/46/EF ("generel forordning om databeskyttelse" eller "GDPR"), når den er gældende.

2. Behandlingens karakter og formål

Den Dataansvarlige er eneansvarlig for beslutninger om og fastsættelse af de formål, midler og metoder, Databehandleren skal følge i relation til behandlingen af Personoplysninger inden for Kontraktens rammer.

Den Dataansvarlige overdrager til Databehandleren alle de behandlingsaktiviteter vedrørende Personoplysninger til de formål, der er nødvendige for til fulde at kunne levere Tjenesteydelsen i henhold til Kontrakten.

Databehandleren behandler Personoplysninger i overensstemmelse med Databehandleraftalen og de skriftlige instrukser fra Kunden eller de opsætninger for Tjenesteydelsen, der er til rådighed.

3. Type af personoplysninger og kategorier af registrerede

Databehandleraftalen regulerer alle aktiviteter til behandling af Personoplysninger i relation til Tjenesteydelsen. Typen af behandlede personoplysninger og kategorier af registrerede i henhold til Databehandleraftalen er anført i **Annex 1**.

4. Den Dataansvarliges forpligtelser

Den Dataansvarlige har eneretten til at træffe afgørelse om formålene med behandlingen af Personoplysninger i forbindelse med Kontrakten og er ansvarlig for at give Databehandleren tilstrækkelig instruks i overensstemmelse med Gældende Databeskyttelseslovgivning.

Den Dataansvarlige skal underrette Databehandleren, hvis han finder fejl eller uregelmæssigheder i resultaterne af Databehandlerens aktiviteter i forhold til krav i Gældende Databeskyttelseslovgivning.

Den Dataansvarlige er forpligtet til at underrette Databehandleren, hvis offentlige myndigheder anmoder om oplysninger i relation til Tjenesteydelsens funktionalitet og karakteristika.

5. Databehandlerens forpligtelser

Databehandleren:

- behandler alle Personoplysninger i henhold til Kontrakten og eventuel anden rimelig og dokumenteret instruks modtaget fra Den Dataansvarlige

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- sikrer, at de personer, der er autoriseret af Databehandleren til at behandle personoplysninger (fx Technogym's medarbejdere), har forpligtet sig til fortrolighed eller er underlagt en passende lovbestemt tavshedspligt
- indfører og opretholder passende tekniske og organisatoriske foranstaltninger for at sikre et sikkerhedsniveau, der passer til de risici behandlingen udgør, navnlig ved hændelig eller ulovlig tilintetgørelse, tab, ændring, uautoriseret videregivelse af eller adgang til personoplysninger, der er nærmere beskrevet i **Annex 2**;
- pålægger alle underdatabehandlere, der anvendes til at udføre behandlingsaktiviteter dækket af Kontraktens anvendelsesområde, de samme forpligtelser, som Databehandleren er pålagt i Databehandleraftalen. Navnlig skal Databehandleren kræve, at de anvendte underdatabehandlere stiller tilstrækkelige garantier for, at de vil gennemføre de passende tekniske og organisatoriske foranstaltninger, som Databehandleren er pålagt i henhold til Databehandleraftalen.
- bistår under hensyntagen til behandlingens karakter, så vidt muligt Den Dataansvarlige ved hjælp af passende tekniske og organisatoriske foranstaltninger, med opfyldelse af Den Dataansvarliges forpligtelse til at besvare anmodninger om udøvelse af de registreredes rettigheder, og giver hvis muligt de registrerede redskaber, der gør det muligt for dem at udøve deres rettigheder.
- bistår Den Dataansvarlige med at sikre dennes overholdelse af forpligtelserne i medfør af Gældende Databeskyttelseslovgivning, herunder i forhold til sikkerheden af Personoplysninger, under hensyntagen til behandlingens karakter og de oplysninger, Technogym er bekendt med, hvorved det er aftalt, at der ikke er nogen forpligtelse til at yde Den Dataansvarlige assistance til andre spørgsmål eller forhold end dem, der vedrører Personoplysninger og ligger inden for Kontraktens område.

6. Parternes forpligtelser, ansvar

Den Dataansvarlige påtager sig ansvaret for at overholde Gældende Databeskyttelseslovgivning, herunder at informere de registrerede om behandlingen af Personoplysningen via Tjenesteydelsen, som krævet i Gældende Databeskyttelseslovgivning.

Med forbehold af bestemmelserne i Kontrakten og med undtagelse af tilfælde, hvor Databehandleren konstateres at have brudt Databehandleraftalen (hvilket skal konstateres ved endelig dom eller endelig afgørelse fra den relevante Databeskyttelsesmyndighed), er Den Dataansvarlige ansvarlig for alle sine aktiviteter ved brug af Tjenesteydelsen, uanset om aktiviteterne er godkendt af eller foretages af Den Dataansvarlige, herunder aktivitet, der foretages uretmæssigt af dennes medarbejdere eller tredjemand med adgang til Tjenesteydelsen, for eksempel Den Dataansvarliges leverandører, praktikanter, agenter, Kundens Brugere eller andre, selvom disse ikke har direkte relation til Den Dataansvarlige, for eksempel en ekstern personlig træner, der har opnået uautoriseret adgang til Tjenesteydelsen.

7. Tekniske og organisatoriske sikkerhedsforanstaltninger gennemført af Databehandleren

Tekniske og organisatoriske sikkerhedsforanstaltninger gennemført af Databehandleren er angivet i **Annex 2**.

8. Underdatabehandlere og gennemsigtighed

Den Dataansvarlige accepterer og godkender herved, at Databehandleren uddelegerer sine forpligtelser til de i **Annex 3** anførte underdatabehandlere ("Underdatabehandlere").

Den Dataansvarlige giver herved Databehandleren en generel tilladelse til at gøre brug af andre underdatabehandlere end de nævnte Underdatabehandlere på betingelse af, at Databehandleren orienterer Den Dataansvarlige om påtænkte ændringer i form af tilføjelse eller udskiftning af underdatabehandlere og derved giver Den Dataansvarlige mulighed for at gøre indsigelse mod ændringerne.

9. Videregivelse af oplysninger til tredjemand

Databehandleren er forpligtet til at underrette Den Dataansvarlige om enhver retligt bindende anmodning fra en retshåndhævende myndighed om videregivelse af Personoplysninger, medmindre sådan videregivelse på anden vis er forbudt.

Databehandleren skal afvise enhver ikke-retligt bindende anmodning om videregivelse.

10. Overførsel af oplysninger til lande udenfor Den Europæiske Union

Den Dataansvarlige anerkender, at Personoplysninger må overføres til andre lande end det, som Den Dataansvarlige er placeret i, herunder landene i **Annex 3**. Databehandleren skal omgående underrette Den Dataansvarlige, hvis Personoplysninger overføres til andre lande end anført i **Annex 3**.

I det omfang GDPR er gældende, sørger Databehandleren for, at enhver overførsel af Personoplysninger sker i overensstemmelse med betingelserne i Kapitel V i GDPR ("Overførsler af personoplysninger til tredjelande eller internationale organisationer"). Navnlig

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skal Databehandleren indgå dataoverførselsaftaler, som indeholder standardbestemmelser om databeskyttelse vedtaget af Kommissionen.

Den Dataansvarlige skal underrette Databehandleren om andre krav fremsat i Gældende Databeskyttelseslovgivning i relation til internationale overførsler af Personoplysninger.

11. Logning og revision af behandling

Databehandleren stiller alle oplysninger, der er nødvendige for at påvise Den Dataansvarliges overholdelse af forpligtelserne i Gældende Databeskyttelseslovgivning, til rådighed for Den Dataansvarlige og giver i det omfang GDPR er gældende for Den Dataansvarlige mulighed for og bidrager til rimelige anmodninger om revisioner, herunder inspektioner, der foretages af Den Dataansvarlige eller en anden revisor, som er bemyndiget af Den Dataansvarlige, forudsat at Den Dataansvarlige med et skriftligt varsel på 30 dage fremsendt anbefalet informerer Databehandleren om enhver revision eller inspektion, som Den Dataansvarlige ønsker at foretage.

12. Varighed

Databehandleraftalen ophører automatisk ved Kontraktens ophør uanset årsag.

13. Opbevaring af Personoplysninger og portabilitet

Databehandleren har pligt til at slette eller anonymisere alle Personoplysninger efter 60 dage fra Kontraktens ophørsdato, medmindre behandling hviler på et andet retsgrundlag.

Den Dataansvarlige kan inden for 30 dage fra Kontraktens ophørsdato sende Databehandleren skriftlig anmodning om dataportabilitet. Databehandleren stiller i givet fald en fil indeholdende Kundedataene til rådighed for Den Dataansvarlige i et format, der ikke er ejendomsretligt beskyttet. Disse data må ikke indeholde data med personoplysninger om andre personer end Kundens Brugere.

Skulle Den Dataansvarlige have brug for oversættelse af et sådant format til et standardiseret, ejendomsretligt beskyttet eller åbent dataformat, giver Databehandleren tilbud på og udfører denne konkrete aktivitet ifølge en separat aftale.

14. Brud på persondatasikkerheden

I det omfang GDPR er gældende for Den Dataansvarlige underretter Databehandleren uden unødigt forsinkelse Den Dataansvarlige efter at være blevet opmærksom på, at der er sket brud på persondatasikkerheden.

15. Aftalens fuldstændighed

Denne Databehandleraftale fortrænger samt ophæver og erstatter udtrykkeligt enhver anden aftale vedrørende Databehandlerens behandling af Personoplysninger på vegne af Den Dataansvarlige i medfør af Kontrakten.

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Annex 1 - Type and categories of personal data processed

1. Categories of data subjects

Users (as defined in the Contract)

2. Type of personal data processed

- ANAGRAPHIC DATA: identification data, address, picture, contact details;
- BODY MEASUREMENTS' DATA, which may include special categories of personal data i.e. data concerning health;
- ASSESSMENT QUESTIONNAIRES' DATA: which may include special categories of personal data i.e. data concerning health;
- TRAINING AND ACTIVITIES' DATA: which may include special categories of personal data i.e. data concerning health; and
- ACCESS DATA, which may include localization data

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Annex 2 - Technical and organizational security measures implemented by the processor

1	Persons in charge of the processing are allowed to process personal data by electronic means if they are provided with authentication credentials such as to successfully complete an authentication procedure relating either to a specific processing operation or to a set of processing operations.
2	Authentication credentials consist in an ID code for the person in charge of the processing as associated with a secret password that only the person in charge of processing knows.
3	One or more authentication credentials are assigned to or associated with each person in charge of the processing.
4	The instructions provided to the persons in charge of the processing lay down the obligation to take such precautions as may be necessary to ensure that the confidential component(s) in the credentials are kept secret and that the devices used and held exclusively by persons in charge of the processing are kept with due care.
5	The ID code is not assigned to more than one person in charge of the processing, even at a different time.
6	Authentication credentials are de-activated if they have not been used for at least six months, except for those that have been authorised exclusively for technical management purposes.
7	Authentication credentials are de-activated if the person in charge of the processing is disqualified from accessing personal data.
8	The persons in charge of the processing are instructed to the effect that electronic equipment should not be left unattended and made accessible during processing sessions.
9	Appropriate instructions are given in advance, in writing, to clearly specify the mechanisms to ensure that data or electronic equipment are available in case the person in charge of the processing is either absent or unavailable for a long time and it is indispensable to carry out certain activities without further delay exclusively for purposes related to system operationality and security. In this case, copies of the credentials are kept in such a way as to ensure their confidentiality by specifying, in writing, the entities in charge of keeping such credentials. Said entities inform the person in charge of the processing, without delay, as to the activities carried out.
10	Since authorisation profiles with different scope have been set out for the persons in charge of the processing, an authorisation system is used.
11	Authorisation profiles for each person or homogeneous set of persons in charge of the processing is set out and configured prior to start of the processing in such a way as to only enable access to the data that are necessary to perform processing operations.
12	It is regularly verified, at least at yearly intervals, that the prerequisites for retaining the relevant authorisation profiles still apply.

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13	The regular update of computer programmes as aimed at preventing vulnerability and removing flaws of electronic means is carried out monthly.
14	Complete data backups are carried out every week, and incremental backups are carried out every day.
15	Sensitive data are protected against unauthorised access by using anti-virus softwares.
16	Sensitive data that are contained in lists, registers or data banks kept with electronic means are processed by using encryption techniques.
17	Encryption is used for transfer and for storage of sensitive data.
18	Accesses to the systems are logged and registered.
19	If either the data or electronic means have been damaged, suitable measures are adopted to ensure that data access is restored within 7 days.
20	External entities that perform activities relevant to the implementation of personal data security measures are requested to release a written description of such activities.
21	The persons in charge of the processing are instructed in writing with regard to controlling and keeping, throughout the steps required to perform processing operations, records and documents containing personal data. Within the framework of the regular update – performed at yearly intervals – of the specifications concerning the scope of the processing operations that are entrusted to the individual persons in charge of the processing. The list of the persons in charge of the processing may also be drawn up by homogeneous categories of task and corresponding authorisation profile.
22	If records and documents containing sensitive personal data are entrusted to the persons in charge of the processing for the latter to discharge the relevant tasks, said records and documents are kept and controlled by the persons in charge of the processing until they are returned so as to prevent unauthorised entities from accessing them; they are returned once the relevant tasks have been discharged.
23	Access to archives containing sensitive data are controlled. The persons authorised to access said archives for whatever purpose after closing time are identified and registered. If an archive is not equipped with electronic devices for access control or is not placed under the surveillance of security staff, the persons accessing said archive are authorised in advance.

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Annex 3 – List of sub-processors

No.	Sub- Processor	Region of Storage
1	AMAZON WEB SERVICES, Inc. - 410 Terry Avenue North, Seattle, WA 98109-5210 (server hosting as a cloud provider)	EU (Dublin) Region
2	SENDGRID Inc., Biedrichstrasse 8 D-61200 Woelfersheim/Frankfurt, Germany (email cloud provider)	EU and US
3	GOOGLE INC., 1600 Amphit heatre Parkway, Mountain View, California 94043 USA	EU (Belgium) region - some services are supported with resources located in the USA
4	TomWare S.c.a.r.l. - via L.B. Alberti, 21/A - 48124 - Ravenna	EU (Italy)

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