# **Data Processing Agreement**

GoMentor Denmark ApS ("GoMentor") develops and supplies software solutions for the management of confidential online therapy and coaching ("Software"). GoMentor grants a licence to use the Software directly to therapists and/or coaches via sub-licences granted to third parties (the "Therapist").

GoMentor's Software also enables the Therapist to be connected to customers (the "Client") to manage confidential information in connection with booking, therapy and/or coaching sessions as well as keeping information received electronically or orally from the Client regarding booking, therapy and/or coaching sessions.

The Therapist access to and processing of information on GoMentor's server are subject to the following terms and conditions ("Terms and Conditions"):

#### 1. The processed personal data

The Therapist has access to and processes the following personal data ("Personal Data") on GoMentor's server regarding the Client which the Therapist attends to and supervises:

- Contact information on the owner and general manager of the Client.
- (e-mail address, name, address, telephone number, social security number (CPR no.).
- All information provided by Clients in the initial dialogue regarding potential courses of therapy and/or coaching using the Software.
- All information provided by Clients when using the Software in therapy or coaching sessions.

#### 2. Purposes

The Therapist processes the Personal Data only for purposes necessary to manage confidential information in connection with booking, therapy and/or coaching sessions as well as keeping information received electronically or orally from the Client regarding booking, therapy and/or coaching sessions.

## 3. The Therapist's obligations

The Therapist undertakes to comply with the legislation on the processing of personal data applicable from time to time in connection with its processing of Personal Data.

The Therapist will implement appropriate technical and organisational security measures to protect the Personal Data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure, abuse or other processing in violation of the legislation on the processing of personal data.

The Therapist is not without GoMentor's written consent unless required by law entitled to pass on Personal Data to other data processors, including sub-data processors, unless such obligation is required by law. If this is the case, GoMentor must be notified thereof in writing prior to such passing on of Personal Data.

If the Therapist passes on Personal Data to other data processors, including sub-data processors, the Therapist must make sure that the recipient of the Personal Data undertakes in writing vis-à-vis GoMentor to be subject to the same terms and conditions in respect of the security requirements following from these

Terms and Conditions. GoMentor may request to receive copies of agreements between GoMentor and any data processors receiving the Personal Data.

If the Therapist passes on Personal Data to data processors, including sub-data processors, which are not established in the same country as the Client, it must be stated in the agreement between the Therapist and the data processor that the data processor must comply with the legislation on the processing of personal data in the country in which the Client is domiciled. If the data processor is also established in an EU Member State with special legislative requirements in respect of data processors, the data processor must also fulfil such requirements.

The Therapist must notify GoMentor as soon as possible in case of interruptions in operation, suspicion of breaches of the data protection rules or other irregularities in connection with the processing of the Personal Data.

At the request of GoMentor, the Therapist must provide GoMentor with sufficient information for the latter to be able to make sure that the Therapist has taken the necessary technical and organisational security measures. The Therapist is obliged, upon request, to send an annual audit report (if any) concerning IT security to GoMentor.

#### 4. Legislative changes

In the event of changes to the legislation on the processing of personal data in the country in which the Client is domiciled, and if such changes are relevant to the relationship between GoMentor and the Therapist, GoMentor is entitled to change the Terms and Conditions to the extent necessary considering the specific legislative changes. The Therapist will accept such changes to the Terms and Conditions in connection with the next software update.

## 5. Other provisions

These Terms and Conditions govern the relationship between the parties as from the date of the parties' agreement regarding the granting of license to GoMentor's Software to the Therapist.

In the event of termination of the licence agreement between GoMentor and the Therapist, these Terms and Conditions must terminate accordingly. The Therapist is, however, subject to the Terms and Conditions for as long as the Therapist has access to and processes Personal Data on GoMentor's server.

In the event of termination of the licence agreement, GoMentor is entitled to demand that the Personal Data be returned to GoMentor or be deleted, unless the Therapist is required by law to store the relevant Personal Data

These Terms and Conditions are subject to Danish law.

Any claim and any dispute arising out of or in connection with these Terms and Conditions must be brought before GoMentor's home court.