



purpose of creating a profile of a specific user is in other words only permitted if the profiling is derived from a simultaneous use of data taken from different independent media. The said condition applies to each data type and data period.

Thus in order to create profiles of users interested in travel the types of data and the period in which the data is collected must derive from different independent media.

- 2.3 The Contracting Party shall disclose the types of data collected about the end-user via the Media's digital platform.
- 2.4 The Contracting Party may use third parties for the purposes described in sub-section 2.1, but third parties may only collect and process data solely on behalf of the Contracting Party.
- 2.5 The Contracting Party shall disclose the third parties (subcontractors) that have access to the data. The Contracting Party is responsible for keeping the Media updated on any changes as to the number and identity of such third parties within a reasonable time. Upon the signature of the agreement, the identity of the aforementioned third parties shall be disclosed in a separate addendum to the agreement.
- 2.6 The two associations Danish Media and Creativity & Communication shall maintain a gross list of widely used third parties with data access in the Danish digital ad market, to which members of the associations may choose to refer. In the interests of avoiding anti-competitive practices the list will not contain a classification of the entries on agencies, third parties, or media.
- 2.7 The Contracting Party shall take the necessary measures to ensure that the data that the Contracting Party collects or lets third parties collect does not result in unauthorized disclosure, abuse or other processing in violation of applicable law, including the cookie order and current privacy legislation.
- 2.8 The Contracting Party is responsible for ensuring that the third parties that have been given access to data by the Contracting Party only use the data in accordance with the purposes set out in sub-section 2.1 and limitations set out in section 2.
- 2.9 The Media is obliged in accordance with the stipulations in the cookie order to inform the end-user about the purposes of the data collection under sub-section 2.1 and to disclose the identities of the Contracting Party and their third parties having access to data. Last but not least the Media is obliged to obtain the necessary consent to the abovementioned data collection.
- 2.10 The Media is obliged to prohibit third parties, who have not signed a written agreement, to collect data via the Media's digital platforms.

### 3. **TERMINATION AND DURATION**

- 3.1 The agreement may be terminated at [ ] months notice by either party.
- 3.2 The cookies that have been placed and the data that has been collected in accordance with the agreement may be used after the agreement has been terminated, but only for the specific purposes described in the agreement.
- 3.3 Upon termination the Contracting Party may not subsequently in any way or by any party collect data in end-user equipment via the Media's digital platforms.

### 4. **BREACH**

- 4.1 If the Media or the Contracting Party deliberately or through gross negligence violates the terms specified in the agreement, the general rules of Danish law will apply.
- 4.2 Any dispute arising in connection with the agreement, including disputes concerning the validity of the agreement, can provided the parties are in agreement on the matter be resolved by a complaints board consisting of a lawyer from Creativity & Communication and Danish Media respectively as well as an impartial chairman appointed jointly by the two associations.

If the parties are not able to agree on the use of the aforementioned complaints board, the dispute will be referred to arbitration at the Institute of Arbitration pursuant to the Institute's rules thereof in force at the outset of the arbitration. The arbitrator will be appointed by Creativity & Communication and Danish Media in unison. If an agreement on a suitable arbitrator cannot be reached by Creativity & Communication and Danish Media, or the associations for other reasons do not make such an appointment, the arbitrator will be appointed by the Arbitration Institute.

## 5. **REVIEW CLAUSE**

This standard agreement shall become effective on the 1<sup>st</sup> of January 2016. Danish Media and Creativity & Communication agree that the agreement shall be reviewed six months after entry into force in order to ascertain whether the agreement functions as intended.

The Media and the Contracting Party may terminate the existing agreement that the said parties have entered into when a revised standard agreement is available. In this case the notice period is reduced to one month.

In the event of changes to the regulatory framework the agreement must be renegotiated. Renegotiation shall be limited to the terms directly affected by the legislative changes.

The agreement exists in an official version in both Danish and English. In case of inconsistencies between the two versions, the Danish version shall prevail.

## **SIGNATURE**

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name], [the Media]

\_\_\_\_\_  
[Name], [the Contracting Party]

## **ADDENDUM TO THE AGREEMENT**

Contact information to the Media for updates regarding 3rd parties:

Types of data collected about the end-user:

Third parties with data access though the Contracting Party: