
APPENDIX - DATA PROCESSOR AGREEMENT

1. INTRODUCTION

Implementation of the assignment means that the Data Processor (hereinafter referred to as “**Azets**”) processes Personal Data on behalf of the Client who is the Data Controller (“**Data Controller**”).

The intention of this Data Processor Agreement is to regulate Azets' processing of Personal Data on behalf of the Data Controller, thereby ensuring that the processing takes place in accordance with the Norwegian Personal Data Act (LOV-2018-06-15-38), including the EU General Data Protection Regulation (EU/2016/679), and subsequent legislation that replaces or supplements these (“**Personal Data Legislation**”).

2. DEFINITIONS

The following definitions apply to terms used in this Data Processor Agreement:

- “**Personal Data**”: Any information relating to an identified or identifiable natural person (data subject), a person who can be identified, directly or indirectly.
- “**Data controller**”: A natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data, and what means are to be used. This is normally the Client.
- “**Data subjects**” The person to whom the personal data can be linked.
- “**Data processor**”: A natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Data Controller. This is normally Azets.
- “**Data subjects**” The person to whom the personal data can be linked.
- “**Processing**”: Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, disclosure, erasure.
- “**Third party**”: Any natural or legal person, public authority, agency or body other than the data subject, data controller, data processor and persons who, under the direct authority of the data controller or data processor, are authorised to process personal data.
- “**Supervisory authority**”: An independent public authority established by a Member State pursuant to Article 51. In Norway, this is normally the Norwegian Data Protection Authority.
- “**Competent supervisory authority, data protection, in Norway**”: The Norwegian Data Protection Authority
- “**General Data Protection Regulation**”: General Data Protection Regulation (GDPR) – a regulation intended to strengthen and harmonise data protection when processing personal data in the European Union (EU).

3. PURPOSE AND NATURE OF THE PROCESSING

Azets processes personal data on behalf of the Data Controller on the basis of the Agreement.

The purpose of Azets' processing of Personal Data is to carry out the assignment in accordance with the Agreement. The processing concerns the storage of Personal Data or that which necessitates the processing under the Agreement.

Appendix 1 of this document describes the specific purposes of the processing and the types of personal data to be processed.

Categories of data subjects may include:

- Employees, temporary replacements or temporary employees of the Data Controller
- Personal customers of the Data Controller
- Owners of the Data Controller's business
- Board members of the Data Controller
- Contact persons at the Data Controller's customers, suppliers and other business contacts

The Data Processor Agreement does not apply to the processing of Personal Data carried out for Azets' own purposes. This also includes processing necessary for the fulfilment of duties imposed on Azets by law. For such processing, Azets is the Data Controller.

4. DATA PROCESSOR'S OBLIGATIONS

4.1. Prohibition of disposal and notification duty

Azets shall only Process Personal Data in accordance with documented instructions from the Data Controller, including in the Agreement and in *Appendix 1* to this Data Processor Agreement.

If Azets believes that an instruction from the Data Controller, cf. the first paragraph, is contrary to the Norwegian Personal Data Legislation, the Data Controller shall be notified of this.

Azets must without undue delay notify the Data Controller if Azets will not be able to comply with its obligations under this data Processor Agreement.

4.2. Disclosure

Azets shall not disclose Personal Data to Third Parties unless the Data Controller has previously consented in writing to such disclosure, or there is a statutory obligation for Azets to disclose the Personal Data. Disclosure to other Data Processors shall take place in accordance with the terms of Clause 5 of this Data Processor Agreement.

4.3. Information security and nonconformity reports

Azets shall take all necessary measures to establish an appropriate level of security for processing in accordance with the requirements of Article 32 of the General Data Protection Regulation and for such measures to be documented.

Azets shall, without undue delay, notify the Data Controller of any breach of personal data security that has resulted in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the personal data processed pursuant to this Data Processor Agreement. The notification shall contain the information required by Article 33 (3) of the General Data Protection Regulation.

Azets shall immediately take measures to prevent or limit the consequences of the security breach.

4.4. Duty to provide assistance

Azets shall assist the Data Controller in complying with the requirements of Articles 32 to 36 of the General Data Protection Regulation on information security.

Azets shall also assist the Data Controller in fulfilling the Data Controller's obligation to respond to inquiries from Data Subjects who wish to exercise their rights under the General Data Protection Regulation. Azets shall not respond to such inquiries, but without undue delay forward the inquiry to the Data Controller or refer the Data Subject to contact the Data Controller directly.

4.5. Access to information and security audits

Azets shall, upon request, provide the Data Controller with access to all information and documentation necessary to demonstrate that the processing takes place in accordance with this Data Processor Agreement and the Data Controller's instructions.

If the Data Controller discovers nonconformities, Azets shall take corrective action without undue delay.

4.6. Audit, including inspection

Azets shall enable and contribute to audits, including inspections, carried out by the Data Controller or by another auditor authorised by the Data Controller.

The Data Controller may carry out an inspection of Azets when the Data Controller deems it necessary. Any expenses incurred by the Data Controller in connection with physical inspection are covered by the Data Controller.

Azets undertakes to provide the Supervisory Authority, which by applicable law has access to the premises of the Data Controller or Azets, or representatives acting on behalf of such Supervisory Authorities, access to Azets' physical premises upon presentation of appropriate identification.

5. CONDITIONS FOR USE OF SUB-PROCESSORS

The Data Controller consents to Azets entrusting the Personal Data processed under the Agreement to other Data Processors (sub-processors) specified in this table

Data processor's name and contact information	Processing location (country)	Any basis for transfer when transferring out of the EU/EEA *)
Azets Insight SRL, 5. Nicolaus Olahus Street, Sibiu Business Centre, 550370 Sibiu, Romania, contact person provided on request	Romania	Not Applicable
Amazon Web Services EMEA SARL, 5 rue Plateis, L- 2338, Luxembourg, contact person provided on request	Sweden	Not Applicable
Visma Software AS, Karenslyst Alle 56, 0277 Oslo, Norway, contact person provided on request	Norway	Not Applicable

*) Applicable transfer bases under this Data Processor Agreement are:

1. The country is approved by the EU
2. Standard Contractual Clauses (SCCs)
3. Binding Corporate Rules (BCR)
4. Transfer in accordance with "Guidelines on the Interplay between the application of Article 3 and the provisions on international transfers as per Chapter V of the GDPR"
5. Other valid transfer bases in accordance with the Norwegian Data Protection Authority's guidelines. (To be specified in relevant cases).

Before new Data Processors are contracted in the Processing, the Data Controller shall be given written notice, no later than 30 days before the Personal Data is entrusted to the new Data Processor. The notification shall contain information about where the Processing will take place, cf. Clause 6 of this Data Processor Agreement.

The Data Controller shall be able to object to the disclosure of Personal Data to new data processors. In such case, the Parties shall loyally attempt to agree on a solution acceptable to both Parties. If this does not succeed, the Agreement may be terminated by both Parties.

Azets shall enter into a written agreement with its Data Processors, which imposes on the Data Processors the same obligations as Azets itself has pursuant to this Data Processor Agreement. Azets is fully liable in relation to the Data Controller for the processing carried out by the Data Processor.

6. CONDITIONS FOR TRANSFER OUT OF THE EU/EEA AREA

Personal data may only be transferred to countries outside the EU/EEA area, if the Data Controller has given prior consent to do so.

Azets shall not transfer or allow persons in third countries to gain access to personal data in any way without the Data Controller having explicitly consented thereto in writing and provided instructions on transfer or access in advance. Consent and instructions must cover to which countries the information can be transferred. Transfer to third countries requires, even with consent and instructions, that the requirements for security and protection of the data subjects' rights pursuant to the Norwegian Personal Data Act and other legislation are met.

7. ERASURE AND RETURN OF PERSONAL DATA

Upon termination of the Agreement, Azets is obliged to return, erase or anonymise all Personal Data in accordance with the Data Controller's more detailed instructions at the time of termination. The Parties shall loyally agree on the practical implementation of this duty that safeguards the needs of both Parties to comply with statutory requirements and ensure day-to-day operations.

In any case, the erasure obligation does not apply to Personal Data that is included in Azets' own assignment documentation, cf. the final paragraph of this Data Processor Agreement.

8. DURATION AND CHANGES TO DATA PROCESSOR AGREEMENT

The Data Processor Agreement is effective as long as Azets processes personal data on behalf of the Data Controller. The duty of confidentiality applies indefinitely.

If Azets believes that the content or scope of the assignment changes after having entered into the agreement, this shall be discussed with the Data Controller.

In the event of a breach of this Data Processor Agreement or the Norwegian Personal Data Act, the Data Controller may order Azets to cease further processing of the data with immediate effect.

Changes and additional tasks shall be agreed in writing. In the event of changes of minor significance, it is sufficient for Azets to provide a unilateral written description of the change to the Data Controller.

Azets is responsible for keeping track of all changes and additional tasks to the Agreement, and shall, upon request, send the Data Controller updated agreement documents.

9. ANONYMOUS CUSTOMER DATA

Azets has the right to freely collect and use anonymous customer data for the purpose of improving its products and services, and for any other necessary or legally required use or retention.

Anonymous customer data refers to information that does not identify any specific customer, individual or entity. This includes, but is not limited to, anonymous user data about clicks, impressions, geographic location and device information. Azets must act in line with the Norwegian Data Protection Authority's guidance on the anonymisation of personnel data.

Anonymous customer data that is collected and used by Azets must be processed in accordance with applicable data protection laws, regulations and the Data Processor Agreement entered into between the parties.

10. NOTICES AND OTHER COMMUNICATIONS

Notices and other communication under this Data Processor Agreement shall occur in accordance with Clause 1.4 of the Standard Terms.

11. CHOICE OF LAW AND DISPUTE RESOLUTION

Choice of law and legal venue are regulated in Clause 16 of the Standard Terms.

12. OTHER OBLIGATIONS AND RIGHTS

This Agreement shall not expand the Data Controller's options for sanctions, including liability to pay compensation, beyond what follows from the Agreement.

13. CONTACT PERSON

Contact person for inquiries related to this Data Processor Agreement:

With the Data Controller (Client)
Name:
Position:
E-mail:
Mobile phone:

Appendix 1 to the Data Processor Agreement: Personal data and processing purposes

Personal data	Purpose of the information	Applicable Service Category:
First and last name	Identification for correct payment of wages and allowances including travel invoices and expenses. Identification for incidents related to the employment relationship and identification in case of other mandatory public reporting.	A-F
Private address	Communication.	A, C, F
Workplace address	Public and internal reporting.	A, C, F
Citizenship	A-melding and ensuring correct benefits and deductions.	C, F
Phone number (landline)	Communication.	A, C, F
Phone number (mobile)	Communication.	A, C, F
E-mail address	Communication.	A-C, F
Date of Birth / National identity number	Identification for payment of wages and allowances including travel invoices and expenses, employment relationship, other mandatory public reporting.	C, F
Sex	Statistical purposes for the board of directors' annual report, internal reporting, etc.	C, F
Employee number / Employment relationship ID	A-melding. Internal identification and categorisation for assignment in departmental accounting, etc.	A, C
Employees' children	Follow-up of absence in case of sick children	C, F

Bank account number	Ensure correct payment of wages and other benefits.	A, C, F
Marital status	Ensure correct benefits and deductions that are affected by marital status.	C, F
Spouse, including name and national identity number	Ensure correct tax reporting of wages, assets, etc.	F
Next of kin information	Communication with next of kin regarding special circumstances in the event of acute illness, death, etc.	
Job title / Occupation code	A-melding and ensuring correct payment of wages.	C, F
Position level, including FTE percentage and hours per week. Date of last change.	A-melding and ensuring correct payment of wages.	C, F
Working hours scheme	A-melding and ensuring correct payment of wages.	C
Occupational information of significance for wages and working conditions	A-melding and ensuring correct payment of wages.	C
Education and practical experience, including salary seniority.	A-melding and ensuring correct benefits and deductions.	C
Membership in trade unions and other professional associations.	Ensure correct benefits and deductions.	A, C, F
Covered by collective agreements, including pay grades	Ensure correct benefits and deductions.	C
Salary and commission information, including salary type and last date of remuneration.	A-melding and ensuring correct payment of wages.	A, C, F
Pension information	Ensure correct pension payments and pension benefits.	A, C, F
Tax deduction information	Ensure correct tax deduction.	A, C, F
Insurance conditions, including scope of coverage and necessary health information (self-certifications, etc.)	Ensure correct insurance coverage by agreement between employer and insurance company.	A, C, F
Absence and leave of absence, including type and duration.	Ensure correct benefits and deductions. Public reporting of sick pay, leave of absence allowance, etc.	A, C, F
Date of hiring and termination, including start and end dates in case of merger and demerger.	A-melding, salary calculations and insurance schemes. Follow up of anniversaries etc.	A, C, F
Reason for termination, including dismissal and death.	Ensure correct benefits and deductions. Statistical purposes.	C

Company car and other benefits in kind	Ensure correct financial reporting and reporting of benefits. Insurance coverage purposes.	A, C, F
Ownership interests in companies	Shareholder register notices	A, F
Role in company	Ensure correct benefits and deductions. Internal reporting purposes. A-melding. Ensure correct information in the annual accounts.	A, B, F
Terms of shareholder agreements	Ensure correct treatment among shareholders.	A, F
Assets in cohabitation	Ensure correct reporting of tax purposes.	F
Debts/receivables in relation to the employer, including conditions for intercompany receivables.	Ensure correct payment and settlement of interest and fees.	A-C, F
Information in accounting documentation about employee behaviour patterns, including purchases of goods and services and movement patterns	Remuneration of expenses incurred in business activities or recording private expenses in private accounts.	A-C, F
Information about wage garnishments, creditor deduction and child contribution	Ensure correct salary deduction	A, C, F
Information about the employee's state of health	To acquire documentation for tax-free reimbursements, related to employees' state of health. For example prescription for computer glasses.	A, C, F