
DATA PROCESSING AGREEMENT

GSGGroup AS

Address: Nordre Kullerød 5b, 3241 Sandefjord, Norway
CVR/company Identification No. 963299850

With affiliates:

GSGGroup Danmark AS, CVR/company Identification No. 27047599
GSGGroup AB, CVR/company Identification No 556445-6704
GSGGroup Deutschland GmbH, CVR/company Identification No.: DE258074748
GSGGroup Finland Oy, CVR/company Identification No.: 0973454-5
GSGGroup Innovation Centre Zrt, CVR/company Identification No.: 25416866-2-43
GSGGroup MyFleet Zrt, CVR/company Identification No.: 01-10-048455
Guard Systems Estonia OU, CVR/company Identification No.: 11165968
Guard Systems Latvia SIA, CVR/company Identification No.: 40003797354
UAB Guard Systems Lithuania, CVR/company identification No.: 300574578
Guard Systems Deutschland GmbH, CVR/company Identification No.: DE253679918

(hereinafter referred to as the "Data Processor")

and

Customer:

Primary
address:

CVR/company
Identification No.:

(hereinafter referred to as the "**Data Controller**")

(each a "Party" and collectively the "Parties")

have concluded this Data Processing Agreement regarding the Data Processor's processing of personal data on behalf of the Data Controller.

1 BACKGROUND AND THE PURPOSE OF THIS AGREEMENT

- 1.1 The Parties have entered into a license agreement of the Handyman product (the "**Service Agreement**"), which also includes support and maintenance services (the "**Services**"). This Data Processing Agreement (this "Agreement") is an addendum to the Service Agreement and the terms of the Service Agreement shall apply to the extent not governed by this Agreement.
- 1.2 For the purpose of providing the Services under the Service Agreement (including schedules and appendices) Data Processor may need to process personal data regarding individuals related to Data Controller, such as employees, consultants or customer of the Data Controller (referred to as "Customer Personal Data").

- 1.3 In relation to Customer Personal Data, Data Controller is regarded as the data controller and Data Processor the data processor. Thus, Data Processor is merely entitled to process Customer Personal Data on behalf of and according to instructions given by Data Controller and for the purpose of and to the extent that it is necessary in order to provide the Services under the Service Agreement.
- 1.4 The Agreement concerns the Data Processor's processing of the Customer Personal Data on behalf of the Data Controller, such as, but not limited to storage, adaption and disclosure or a combination of such processes. The Agreement defines the roles of the Parties and regulates the rights and obligations of the Parties pursuant to the relevant data protection legislation in force from time to time.

2 DEFINITIONS

- 2.1 In addition to the definitions set out in this Agreement, the definitions in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) Article 4 shall apply.

3 THE ROLE AND OBLIGATIONS OF THE DATA CONTROLLER

- 3.1 The Customer Personal Data is owned by the Data Controller.
- 3.2 Data Controller is responsible for ensuring that the processing of Customer Personal Data is in accordance with the requirements in the applicable data protection legislation in force from time to time in the country/countries where Data Controller is established.

4 THE ROLE AND OBLIGATIONS OF THE DATA PROCESSOR

- 4.1 Data Processor shall process Customer Personal Data on behalf of Data Controller and shall only process Customer Personal Data for the purposes of providing the data processing tasks set out in Annex 1.
- 4.2 Data Processor must not process Customer Personal Data for its own purposes.
- 4.3 Data Processor shall keep Customer Personal Data confidential. This obligation persists without time limitation and regardless of whether the cooperation between the Parties has been terminated or otherwise ended.
- 4.4 Data Processor must ensure that its employees or other persons authorized to process Customer Personal Data under this Agreement have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Data Processor must also limit the access to Customer Personal Data to employees or other persons for whom access to Customer Personal Data is necessary to fulfil Data Processor's obligations towards Data Controller.
- 4.5 Data Processor shall maintain a record of processing activities under its responsibility, in electronic form. That record shall contain all of the following information:
 - (a) the name and contact details of the Data Processor and the person responsible for the processing of Customer Personal Data;
 - (b) the categories of processing carried out on behalf of the Data Controller;
 - (c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards;
 - (d) a general description of the technical and organisational security measures referred to in Section 5.

Data Processor shall make the record available to Data Controller or the relevant data protection authority on request.

- 4.6 Data Processor must at all times, comply with applicable data protection legislation. In the event of amendments to the applicable data protection legislation, Data Controller is

entitled to amend the instructions set out in this Agreement accordingly, by giving 30 days prior written notice when forwarding the new written instructions to Data Processor.

5 SECURITY MEASURES

- 5.1 Data Processor must comply with any requirements for security measures stipulated in GDPR art 32 and any other the applicable data protection legislation, that are directly incumbent on Data Processor, as well as any special data security requirements that apply to the Data Controller. This requirement must be reflected in any agreements with sub-processors, cf Section 6.
- 5.2 Data Processor shall upon request provide Data Controller with sufficient information to enable Data Controller to demonstrate that the necessary technical and organizational security measures have been implemented.
- 5.3 Data Processor must notify Data Controller promptly where there is
 - a) a suspicion that data protection rules and/or security measures have been breached;
 - b) an actual breach of security that has led to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data;
 - c) other irregularities in connection with the processing of Customer Personal Data have occurred,and keep Data Controller promptly informed of any related fact-finding exercises, investigations, developments and the like.
- 5.4 The Data Controller shall record any Customer Personal Data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken.

6 OTHER DATA PROCESSORS

- 6.1 Data Processor is not entitled to disclose, transfer or hand over Customer Personal Data to third parties or other data processors (sub-processors), other than to the sub-processors accepted pursuant to this Clause 6, unless such disclosure or handover is set out by mandatory law.
- 6.2 Data Controller acknowledges and agrees that Data Processor's current sub-processors may be retained as sub-processors, and that Data Processor may change or engage new sub-processors in connection with the provisions of the Services.
- 6.3 Current list of sub-processors for the Services is identified in Annex 1, which include the identities of the sub-processors and their country of location.
- 6.4 Before transferring Customer Personal Data to a sub-processor, Data Processor must ensure that such sub-processor has executed a data processing agreement in which the sub-processor undertakes vis-à-vis Data Processor and Data Controller to be bound by back-to-back terms with respect to the contents of this Agreement. If applicable, Data Processor and sub-processors may have to enter into the EU standard contractual clauses for transfers to sub-processors in non-EU/EEA countries, and the Data Controller hereby gives the Data Processor the necessary power of attorney to conclude such standard contractual clauses on behalf of Data Controller.
- 6.5 Data Processor shall remain fully liable to Data Controller for the performance of the sub-processor's obligations. The fact that Data Controller has given consent to the Data Processor's use of sub-processors is without prejudice for the Data Processor's duty to comply with the Agreement

- 6.6 Data Processor shall provide notification of a new sub-processor before authorizing a new sub-processor to process Customer Personal Data in connection with the provision of the applicable services. Data Controller may object to a new sub-processor by notifying Data Processor promptly in writing within ten (10) business days after receipt of Data Processor's notice to the Data Controller, in accordance with Annex 1. In the event Data Controller objects to a new sub-processor, Data Processor will use reasonable efforts to make available to Data Controller change in the Services or recommend a commercially reasonable change to Data Controller's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new sub-processor without unreasonably burdening the Data Controller. If Data Processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Data Controller may terminate the part of the Services which cannot be provided by Data Processor without the use of the objected-to new sub-processor by providing written notice to Data Processor. Data Processor will refund Data Controller any prepaid fees covering the remainder of the term of such part(s) following the effective date of termination with respect to such terminated Services.

7 REQUESTS, COMPLAINTS AND OTHER OBLIGATIONS

- 7.1 If Data Processor, or a sub-processor, receives a request for access to Customer Personal Data from a data subject or his agent, or the authorities, Data Processor must without undue delay send such request to Data Controller, for Data Controller's further processing thereof, unless Data Processor is under mandatory law to handle such request itself. In any case Data Processor must inform Data Controller of the receipt of the request.
- 7.2 If Data Processor, or a sub-processor, receives a complaint regarding the handling of Customer Personal Data, Data Processor must without undue delay send such complaint to Data Controller, for Data Controller's further processing thereof, unless Data Processor is under mandatory law to handle such complaint itself. In any case Data Processor must immediately inform Data Controller of the receipt of the complaint.
- 7.3 Upon request from Data Controller, Data Processor must without undue delay supply Data Controller with sufficient information for Data Controller to be able to respond to such requests and complaints as outlined in sections 7.1 and 7.2.
- 7.4 Data Processor shall assist Data Controller in meeting all obligations that may be incumbent on Data Controller under applicable law where the assistance of Data Processor is implied and where the assistance of Data Processor is necessary for the Data Controller to comply with its legal obligations. This includes, but is not limited to, handling the data subjects' requests for access to the personal data concerning him or her, or to have the personal data changed, transmitted directly to another controller or deleted.

8 INDEMNIFICATION AND LIABILITY

- 8.1 Data Controller shall indemnify and keep indemnified and defend at its expense Data Processor against all costs, claims, damages or expenses incurred by the Data Processor or for which the Data Processor may become liable due to any failure by the Data Controller or its employees or agents to comply with the obligations under this Data Processor Agreement.
- 8.2 Data Processor shall indemnify and keep indemnified and defend at its expense Data Controller against all costs, claims, damages or expenses incurred by the Data Controller or for which the Data Controller may become liable due to any failure by the Data Processor or its employees or agents to comply with the obligations under this Data Processor Agreement.
- 8.3 Notwithstanding the liability set out in section 8.1 and 8.2, neither Party shall be liable for any indirect or consequential damages of the other Party, such as (but not limited to) loss of revenue, loss of profit, loss of opportunity, loss of goodwill and third party claims.
- 8.4 No limitation of liability shall apply in case of gross negligence or wilful intent.

9 EFFECTIVE DATE AND TERMINATION

- 9.1 This Agreement enters into force upon signing by the Parties.
- 9.2 This Agreement will remain in effect for the duration of the Service Agreement.
- 9.3 Termination of the Service Agreement will result in the termination of this Agreement. However, Data Processor remains subject to the obligations stipulated in this Agreement and applicable data protection law, as long as Data Processor processes Customer Personal Data on behalf of Data Controller.
- 9.4 In the event of the termination of the Agreement, Data Controller is entitled to determine the media format to be used by Data Processor when returning Customer Personal Data and to determine if Customer Personal Data should instead be deleted.

10 MISCELLANEOUS PROVISIONS

- 10.1 Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both the Parties.
- 10.2 For the purpose of this Agreement, notices and all other communication provided for herein shall be in writing and shall be deemed to have been duly given when emailed to the other Party's contact person as described in Annex 1.

11 SIGNATURES

This Agreement has been executed in two [2] original copies, each Party receiving one.

Place:

Date:

On behalf of the Data Controller:

On behalf of GS Group AS

Name:

Title:



Name: Espen Virik Ranvik

Title: CEO

ANNEX 1

This annex forms part of Data Controller's instruction to Data Processor in connection with Data Processor's data processing on behalf of Data Controller, and forms an integral part of the Agreement.

The processing of Customer Personal Data:

a) Purpose and nature of the processing operations

The customer operates and manages the system in their own environment or in a 3rd party hosting provider decided by the customer.

b) Categories of data subjects

The system has three different users/roles:

- a) System user in Handyman Office, System administrator/System user
- b) Mobile device user
- c) 3. party information

c) Categories of personal data

Re a): System user in Handyman Office

- Login information (username and password)
- Full name (first and last name)
- Email address
- Mobile number
- Language
- Skills (driver's license, certificates etc.)
- Date and time for registrations
- Vacation and sick leave information
- Date and time for last login
- Address and position of workplace where user has worked
- Planned and personal tasks

Re b): PDA/Klient-bruker

- Login information (username and password)
- Full name (first and last name)
- Email address
- Mobile number
- Language
- Skills (driver's license, certificates etc.)
- Date and time for registrations

- Vacation and sick leave information
- Last time for synchronization of mobile device
- Last time for synchronization of mobile device logged in a separate list that can be deleted
- IP address of mobile device from last synchronization
- Brand and model of mobile device
- Address and position of workplace where user has worked
- Planned and personal tasks

Re c): 3. Party

- Customer employees and contacts (name, phone, email and role/position)
- Site contacts not related to the customer (name, phone, email, and role/position)

d) Categories of sensitive personal data

The system is not designed for, and shall not be used to record sensitive personal information, such as personal information about racial or ethnic origin, political opinion, religion, conviction or union membership.

e) Location(s), including name of country/countries of processing

The installations are hosted on premise or at 3. Party.

f) Special requirements to security measures that apply to the Data Processor

None

GSGGroup processing:

GSGGroup might process the customer's personal data in the case of support and maintenance of Handyman. This to be able to fulfil the customers need for support and maintenance.

Notifications

All notifications under this agreement shall be submitted in writing to:

The Data Controller:

The Data Processor: Data Protection Officer GSGGroup

Country	E-mail	Phone
Norway	privacy@gsgroup.no	+47 22004000
Sweden	privacy@gsgroup.se	+46 08-550 124 65
Denmark	privacy@gsgroup.dk	+45 70 13 70 00
Finland	privacy@gsgroupfinland.fi	+358 3 231 0000
Hungary	privacy@gsgroup.hu	+36 1 506 0400
Lithuania	privacy@guardsystems.lt	+37052445531
Latvia	privacy@guardsystems.lv	+37167627798
Estonia	privacy@guardsystems.ee	+3726409550
Germany	privacy@gsgroup.de	+49 (231) 222 456 9-0