

# DATA PROCESSING AGREEMENT

Between:

**ABAX UK Ltd**, company number 07764543 (Data Processing, hereinafter "**ABAX**")

And

**CUSTOMER**, as specified in order confirmation from, or other agreement with, ABAX (Data Controller, hereinafter "**Customer**")

The following agreement on the processing of personal data has been entered into ("**Data Processing Agreement**"):

## 1. BACKGROUND, CONDITIONS OF THE MASTER AGREEMENT, ETC.

The Data Processing Agreement applies to all processing of personal information that ABAX shall undertake for the Customer as a result of the agreement(s), that is applicable between the parties at any time regarding the Customer's purchase of one or more services from ABAX ("**Master Agreement**").

## 2. DATA PROCESSING AGREEMENT PURPOSE, ETC.

ABAX processes personal information on behalf of the Customer under the Master Agreement.

The purpose of processing, duration of processing, type of processing, types of personal data to be processed and categories of data subjects depend on which services are covered by the Master Agreement at any given time, and are specified for each of the services attachments to the Data Processing Agreement. The services covered by the Data Processing Agreement are thus stated in the Master Agreement.

The Data Processing Agreement shall ensure that personal data is processed in accordance with applicable laws in Norway for processing personal data, including the Personal Data Protection Act applicable at any time and associated regulations, as well as further regulations implemented in such law as the European Parliament and Council Regulation on the Protection of individuals upon personal data processing, and on the free flow of such information repealing Directive 95/46 / EC (privacy regulation), and

(a) (Hereinafter referred to as the "**Personal Data Protection Act**")

ABAX shall process personal information in the manner described in the Data Processing Agreement, or as otherwise agreed in writing (including electronically) between ABAX and the Customer. Concepts and definitions used in the Data Processing Agreement shall be understood in the same way as in the Personal Data Protection Act.

### 3. CUSTOMER'S RIGHTS AND DUTIES. DATA PROCESSOR'S (ABAX) DUTIES

ABAX shall undertake appropriate technical and organisational measures to ensure that all processing under the Data Processing Agreement complies with the requirements of the Personal Information Act, and the Protection of Data Subjects' Rights, including compliance with all requirements pursuant to Article 32 of the Personal Data Protection Act.

ABAX shall only process personal data based on documented instructions from the Customer; unless processing is required by law, ABAX is subject to compliance with Article 28, paragraph 3 a).

The Customer hereby instructs ABAX to process personal information in accordance with the Data Processing Agreement and, to the extent and in the manner in which such processing is required to provide the Services to the Customer under the Master Agreement.

ABAX shall, by means of appropriate technical and organisational measures, bearing in mind the nature of processing and to the extent possible, assist the Customer in responding to requests submitted by data subjects seeking to exercise their rights pursuant to Chapter III of the Personal Data Protection Act.

ABAX shall assist the Customer in ensuring compliance with the obligations relating to personal information security and assessment of the privacy implications and pre-emptions in Articles 32 to 36 of the Personal Data Protection Act, bearing in mind the nature of the processing and the information available to ABAX.

ABAX shall keep a record of processing activities performed on behalf of the Customer, which shall contain at least the information provided pursuant to the Personal Data Protection Act, Article 30, no. 2.

ABAX commits to the confidentiality of personal data accessed by the person concerned under the Data Processing Agreement and the processing of personal data, and shall ensure that persons authorised to process personal data have committed themselves to their confidential processing, or are subject to an appropriate statutory duty of confidentiality. This provision also applies after the termination of the Data Processing Agreement.

If ABAX considers that an instruction from the Customer is in violation of the Personal Information Act, Personal Data Protection Act, or other regulation for the processing of personal data, ABAX shall immediately share its opinion with the Customer. ABAX undertakes to exercise its obligations under the Data Processing Agreement, despite its opinion.

### 4. USE OF SUBCONTRACTORS AND TRANSFER OF DATA OUTSIDE THE EEA

ABAX has the right to use subcontractors to process personal data (sub-processor) to fulfil the Data Processing Agreement. ABAX use few sub-processors outside the EEA where European Standard Contract Clauses (SCCs) are used as a basis for transfer. The list of sub-processors is found here: <https://www.abax.com/terms-and-conditions>

ABAX shall only avail of sub-processor whenever required to implement appropriate technical and organisational measures to meet data processing requirements under the Personal Data Protection Act, and the protection of data subjects' rights.

The Controller shall be informed in advance with a minimum of 30 days written notice of any replacement of sub-processors or any addition of new sub-processors. The Controller shall have the right to object to such changes within 14 days after the notice. The Controller may not reject a new sub-processor without a legitimate reason. Any rejection based on well-founded suspicion that the level of data protection may be degraded as a result of the change of sub-processor shall be regarded as a legitimate reason. In such cases, the general Term of Notice according to the main agreement will not apply.

All sub-processors should be aware of ABAX's obligations under this Data Processing Agreement, as well as the regulations governing the processing of Customer's personal information. Sub-processors shall also be subject to identical obligations concerning personal data protection as those stipulated in the Data Processing Agreement through a binding agreement, whereby the sub-processor shall provide sufficient assurance that technical and organisational measures will be implemented to ensure that processing meets regulatory requirements. ABAX bears full responsibility towards the Customer for the fulfilment of the sub-processor's obligations.

## 5. SECURITY AND DEVELOPMENT

ABAX shall fulfil the requirements for security measures imposed under the Personal Data Protection Act. ABAX shall be able to document procedures and other measures to meet these requirements.

ABAX shall make available to the Customer all information necessary to demonstrate fulfilment of all duties set forth in this paragraph 3, as well as facilitate and contribute to any audits, including inspections, carried out by the Customer or another inspector on behalf of the former.

In case of security or breach of privacy, ABAX shall notify the Customer without undue delay. The breach notification shall at least contain:

- (a) a description of the nature of the breach of personal data protection, including, where possible, the categories of an approximate number of data subjects affected, and the categories of an approximate number of personal information items affected,
- (b) the name and contact details of the privacy adviser, or another contact point where more information can be obtained,
- (c) a description of the likely consequences of the breach of personal data protection,
- (d) a description of the measures taken or proposed to be taken to deal with the breach of personal data protection, including, where applicable, measures to reduce any harmful effects arising thereof.

Any information not provided in the first message shall be given as soon as it becomes available.

The data controller shall submit a message to the supervisory authority, whereas ABAX may not send such notice or contact the supervisory authority without the Customer's instructions.

## 6. ORDER TO SUSPEND

Upon breach of this Data Processing Agreement, the Personal Data Protection Act or other relevant regulations, the Customer may order ABAX to stop further information processing with immediate effect.

## 7. DATA PROCESSING AGREEMENT DURATION, DUTIES UPON TERMINATION AND CANCELLATION

The Data Processing Agreement applies as long as ABAX processes or has access to personal information on behalf of the Customer pursuant to the Master Agreement.

ABAX is entitled to do necessary changes in the Data Processing Agreement. ABAX shall send written notice (also electronically) to the Customer. The Customer has the right to oppose to major changes in writing within 30 days provided that the Customer's has a just and factual objection.

Upon termination of the Master Agreement, ABAX shall delete or return all personal information to the Customer in accordance with the Master Agreement Terms and Conditions for Deletion and Retrieval of Data, unless ABAX as Data Processor is subject to a legal requirement whereby this personal information must be retained.

When deleting personal information, ABAX shall also delete any backups, where it is sufficient that ABAX overwrites them pursuant to established backup procedures.

## 8. OTHER DUTIES AND RIGHTS

Other duties and rights are governed by the Master Agreement. The same contact people apply to the Data Processing Agreement and the Master Agreement.

The limitation of liability provided by the Master Agreement shall also apply to the Data Processing Agreement.

Upon transfer of the Master Agreement to other parties, the Data Processing Agreement shall be transferred accordingly.

## 9. ANNEXES

Annexes to the Data Processing Agreement specify the purpose of processing, duration of processing, type of processing, types of personal data to be processed and categories of data subjects for each of the Services, as well as a directory of authorised sub-processors upon concluding the Data Processing Agreement, separated by individual service:

1. ABAX Triplog with additional services
2. ABAX Equipment Control
3. ABAX Toll Road Administration
4. ABAX Fleet Management

## ANNEX 1 - ABAX TRIPLOG WITH ADDITIONAL SERVICES

### **Purpose of processing**

To provide the services under the Master Agreement.

### **Duration of processing**

The processing shall last for as long as ABAX provides services to the Customer under the Master Agreement.

### **Type of processing**

Collection, storage and availability of data for the Customer and users via a graphical user interface to provide the services under the Master Agreement.

Availability of data for ABAX Group's technical and support personnel to provide support under the Master Agreement.

Data on how our services are used, collected, and stored to improve them and provide appropriate support.

### **Types of personal data to be processed**

The following personal data must be processed under the Data Processing Agreement:

Name and contact information, registration number and other information about vehicle, serial number on ID card, employee number, position/role, account number, location data (GPS), trip data including start and stop addresses, speed, direction, duration, distance, temperature, digital signature.

Logging of usage pattern, statistics and analysis data including IP address.

### **Categories of data subjects**

Customers.

Customers' employees (administrators and drivers).

**Upon entering into the Data Processing Agreement, sub-processors appear on the list published in ABAX's online user interface.**

## ANNEX 2 - ABAX EQUIPMENT CONTROL WITH ADDITIONAL SERVICES

### **Purpose of processing**

To provide the services under the Master Agreement.

### **Duration of processing**

The processing shall last for as long as ABAX provides services to the Customer under the Master Agreement.

### **Type of processing**

Collection, storage and availability of data for customer and users via a graphical user interface to provide services under the Master Agreement.

Availability of data for ABAX Group's technical and support personnel to provide support under the Master Agreement.

Data on how our services are employed, collected, and stored to improve them and provide appropriate support.

### **Types of personal data to be processed**

The following personal data must be processed under the Data Processing Agreement:

Equipment identifier (registration number, name, type, etc), location data (GPS / GSM), use of equipment (usage logging /engine timer).

Logging of usage pattern, statistics and analysis data including IP address.

### **Categories of data subjects**

Customers.

Customer's employees if they use equipment with ABAX Equipment Control installed.

**Upon entering into the Data Processing Agreement, sub-processors appear on the list published in ABAX's online user interface.**

## ANNEX 3 - ABAX TOLL ROAD ADMIN WITH ADDITIONAL SERVICES

### **Purpose of processing**

To provide the services under the Master Agreement.

### **Duration of processing**

The processing shall last for as long as ABAX provides services to the Customer under the Master Agreement.

### **Type of processing**

Collection, storage and availability of data for customer and users via a graphical user interface to provide services under the Master Agreement.

Availability of data for ABAX Group's technical and support personnel to provide support under the Master Agreement.

Data on how our services are employed, collected, and stored to improve them and provide appropriate support.

### **Types of personal data to be processed**

The following personal data must be processed under the Data Processing Agreement:

Registration number on vehicle equipped with ABAX Toll Road, serial number on toll chip installed in vehicle with ABAX Toll Road, toll passes, name of the toll station and carrier company, time of passage, toll amount.

Logging of usage pattern, statistics and analysis data including IP address.

### **Categories of data subjects**

Customers.

Customers' employees (Drivers).

**Upon entering into the Data Processing Agreement, sub-processors appear on the list published in ABAX's online user interface.**

## ANNEX 4 - ABAX FLEET MANAGEMENT WITH ADDITIONAL SERVICES

### **Purpose of processing**

To provide the services under the Master Agreement.

### **Duration of processing**

The processing shall last for as long as ABAX provides services to the Customer under the Master Agreement.

### **Type of processing**

Collection, storage and availability of data for customer and users via a graphical user interface to provide services under the Master Agreement.

Availability of data for ABAX Group's technical and support personnel to provide support under the Master Agreement.

Data on how our services are employed, collected, and stored to improve them and provide appropriate support.

### **Types of personal data to be processed**

The following personal data must be processed under the Data Processing Agreement:

Name and contact details, car registration number, other information about the car, serial number on ID card, driver card, employee number, location data (GPS), trip data including start and stop addresses, speed, direction, duration, distance, temperature, driver activities (such as using auxiliary engine, littering, braking, salting, driving / rest time, driving disc data).

Logging of usage pattern, statistics and analysis data including IP address.

### **Categories of data subjects**

Customers.

Customers' employees (Drivers).

**Upon entering into the Data Processing Agreement, sub-processors appear on the list published in ABAX's online user interface.**