Policy and Procedure for
Entering into and Managing Data Processing Agreements

For Bilpleie Holdco AS and its subsidiaries

1. Background and Purpose

The action rule for entering and following up on data processing agreements is part of **Bilpleie Holdco AS and its subsidiaries** (*hereinafter referred to as "the Company"*) governing documentation.

This rule applies in situations where **the Company** is the **Data Controller** and transfers personal data to a **Data Processor**. It outlines when a data processing agreement must be established and how this should be done. The rule applies to both existing agreements and future ones.

The purpose of this procedure is to ensure that **the Company** complies with **Data Protection regulations** regarding the establishment and follow-up of data processing agreements, including ensuring that **Data Processors** process personal data as determined by the **Data Controller**.

This policy forms part of **the Company's** management system, as described in the **General Guidelines for Data Protection**[1].

2. Scope and Target Group

This rule applies to **the Company** in its role as **Data Controller** when entering into a cooperation with a **third party/external supplier** (**Data Processor**) involving the processing of personal data.

In some cases, **the Company** may act as a **Data Processor**. Such situations are not covered by this policy. Likewise, the exchange of personal data between two **Data Controllers** is not covered here.

Employees involved in the procurement of services that involve the processing of personal data, and/or in entering into agreements related to such services, must be familiar with and comply with this policy.

3. Definitions[2]

- **Data Controller**: The party that alone or jointly determines the purpose and means of processing personal data. **The Company** is the data controller.
- **Data Processor**: A business that processes **Personal Data** on behalf of the **Data Controller** (external suppliers).

[1] **General Guidelines for Data Protection,** *For Bilpleie Holdco AS and its subsidiaries, confirmed on 08.09.2025.*
[2]Refer to GDPR Article 4 for additional definitions: https://lovdata.no/static/NLX3/32016r0679.pdf

- **Personal Data**: Any information relating to an identified or identifiable natural person, such as name, address, phone number, national ID number, image, license plate, location data, and bank account number.
- **Processing of Personal Data**: Any use of Personal Data, such as collection, registration, compilation, storage, and disclosure, or a combination thereof.
- **Special Categories of Personal Data ("sensitive personal data")**: Data revealing racial or ethnic origin, political opinions, religion, philosophical beliefs, trade union membership, genetic data, biometric data (for identification), health data, and data about sexual life or orientation.

4. Roles and Responsibilities

4.1. The **CEO of Bilpleie Holdco AS**, as well as the **CEOs of the subsidiaries**[3], are responsible for ensuring that data processing activities comply with this policy. Where IT systems or infrastructure are managed by third parties, those providers are contractually responsible for compliance with applicable data protection requirements.

4.2. The **HR Manager** is responsible for developing and executing the operational follow-up of this rule.

4.3. Local Managers must be familiar with and adhere to this rule. Questions should be directed to the **CEO of the subsidiary**.

5. Main Principles

5.1. Personal data must not be transferred to a **Data Processor** unless the procedures in this rule are followed, and a signed **Data Processing Agreement** is in place.

5.2. Keep agreements up to date: if there is a change in the **Data Processing** covered by the agreement, the agreement must be updated to reflect current activities.

5.3. The Company:

5.3.1. as a main rule, **uses the processor's/supplier's standard agreement**.

5.3.2. may decide to develop and use **the Company's** own agreement template if there is a **justified need**. In such cases, a **request shall be submitted to the CEO of Bilpleie Holdco AS**, who will assess the necessity of preparing a dedicated template, involving the **HR Department** and the **CEOs of the subsidiaries** in the evaluation process.

5.4. Agreements established before **20 July 2018** must be updated in accordance with this rule.

6. Risk Assessment[4]

Before entering into a **Data Processing Agreement**, the following must be conducted:

[3] The CEO of Bilpleie Holdco AS and the CEOs of its subsidiaries

[4] Templates for the mentioned **Risk Assessment Checklists** are available in each subsidiary's Plus Office profile. (*HSE Mapping -> Checklists*)

Target Group	Procedure
Risk assessment of the supplier	See section 6.1.
Risk assessment of the service	See section 6.2.
Agreement evaluation	See section 6.3.

6.1. Risk Assessment of the Supplier

When entering into agreements with suppliers that will process personal data, the following factors must be evaluated:

- **Country of establishment and service delivery-** whether the supplier operates inside or outside the EU/EEA.
- **Use of subcontractors -** if subcontractors are used and have access to personal data.
- **Country of subcontractors -** whether subcontractors are located inside or outside the EU/EEA.
- **Security procedures -** documentation of adequate procedures for information security and physical security.

6.2. Risk Assessment of the Service

Only services that meet **GDPR requirements** may be procured.

The following factors must be considered:

- **Nature of the service -** what is being offered?
- **Cloud-based solutions -** are there additional risks due to hosting or cross-border transfers?
- **Compliance -** is the data processing in line with internal data processing rules?
- **Categories of data -** what types of data are processed, and does it include sensitive personal data?
- **Data subject rights -** does the service support rights such as access, correction, and deletion?
- **DPIA requirement -** is a Data Protection Impact Assessment necessary?
- **Privacy by design -** is the service built with privacy by design and by default principles?
- **Information security -** are security measures documented and adequate?

6.3 Evaluation of the Data Processing Agreement

The Data Processing Agreement (*DPA*) must comply with **GDPR Article 28**.

Preferably, it should be included as a dedicated chapter or annex to the general contract (e.g., service - level agreement or procurement agreement).

The agreement must, at a minimum, include the following:

a) Description of processing

- The subject matter and duration of the processing.

- The nature and purpose of the processing.
- The types of personal data being processed.
  The categories of data subjects.
- The Company's rights and obligations.

b) Provisions regulating

- Specific security measures to be implemented.
- That the processor ensures appropriate data security at all times.
- Processing only on documented instructions from the Company, including rules for transfers outside the EEA.
- Confidentiality obligations for anyone accessing the data.
- Subprocessor conditions:
  - Prior consent from **the Company** must be obtained before engaging subprocessors.
  - **Subprocessors** must be bound by equivalent obligations as set out in the DPA.
- Assistance with fulfilling data subject rights.
- Assistance with GDPR compliance (Articles 32–36).
- Data deletion or return upon termination of the contract.
- Provision of information and access for audits by t**he Company.**

7. Procedure for Entering into Data Processing Agreement

Phase 1: Determine if the Counterparty is a Data Processor	• Before signing or amending a contract, determine whether personal data will be processed on behalf of the Company. • A **data processor** processes data solely on behalf of the controller, without using it for their own purposes. ○ *Examples: HR systems, CRM systems, accounting systems.* • If the counterparty uses the data for their own purposes (*e.g., insurance companies, NAV, tax authorities*), they are **not** a data processor — no Data Processing Agreement (DPA) is required. • When in doubt, ask the supplier directly.
Phase 2: Identify Where the Data is Stored and Processed	As part of the risk assessment, identify whether processing will occur in: • EU/EEA • Approved third countries (adequacy decisions by the EU) • Non-approved third countries **Definitions:** • *Third country* = outside EU/EEA • *Approved* = country recognized by the EU as having adequate protection

	Assessment factors: • Country of data storage • Country of support personnel (especially if they can access data) • Subprocessors' locations ***Examples:*** • If cloud data is stored in a non-approved country, this counts as third-country processing. • If support personnel operate from a non-approved country, this is also third-country processing — even if the provider is Norwegian.
Phase 3: Choose the Appropriate Agreement Template	• If data is processed within the EU/EEA or in an approved country, a **standard DPA** is sufficient. • If data is processed in a non-approved country, both a **DPA and a Data Transfer Agreement** (based on EU Standard Contractual Clauses – SCCs) must be signed. **Template requirements:** • EU SCCs template must be used and **must not be altered**[5]. • An additional security assessment is required. • Contact the Data Controller before signing.
Phase 4: Signing the Agreement	• The CEO is responsible for ensuring that the DPA is signed in accordance with this policy. • The signed agreement must be stored in the Company's designated file storage location in Plus Office.

8. Final Provisions

This policy will be reviewed annually, or sooner if required by changes in applicable legislation. The **CEO of Bilpleie Holdco AS** is responsible for maintaining and updating and confirming the policy.

ISSUED
by the **HR Manager** of Bilpleie Holdco AS

Sandris Rakauskis
03.09.2025.

Sandris Rakauskis
HR Manager
Telefon: 92283811
E-post: sandris@bilbyenbilpleie.no

CONFIRMED
by the **CEO** of Bilpleie Holdco AS

Glenn Brun Henriksen
08.09.2025.

bilpleie holdco as
Vassbotnen 13, 4313 Sandnes
NO 925 536326 MVA

[5] https://commission.europa.eu/publications/publications-standard-contractual-clauses-sccs_en