

## TELENOR'S GENERAL DATA PROCESSING TERMS

### 1. Introduction

- 1.1 Telenor A/S (company reg. no. 19433692, Frederikskaj 8, 2450 Copenhagen) ("**Data Processor**") and the Customer<sup>1</sup> ("**Data Controller**"), each referred to individually as a "**Party**" and collectively as the "**Parties**", have accepted these general data processing terms ("**Data Processing Terms**"), which, together with the product-specific data processing terms applicable to the product(s) acquired by the Data Controller, constitute the data processing agreement pursuant to Article 28(3) of Regulation (EU) 2016/679 of 27 April 2016<sup>2</sup> ("**GDPR**").
- 1.2 These Data Processing Terms apply to the Data Processor's processing of personal data subject to the GDPR and any other applicable data protection legislation, including the Danish Data Protection Act<sup>3</sup>, when the Data Processor acts as the Data Controller's data processor and processes personal data on behalf of the Data Controller in connection with the provision of one or more products acquired by the Data Controller. Whether this applies to a specific product is set out in the agreement governing the specific product.
- 1.3 These Data Processing Terms form an integral part of the contractual basis between the Data Controller and the Data Processor concerning the provision of telecommunication services (the "Framework Agreement"<sup>4</sup>), which involves the processing of personal data on behalf of the Data Controller. In the event of any conflict between the Framework Agreement and these Data Processing Terms, the provisions of these Data Processing Terms shall prevail.
- 1.4 These Data Processing Terms set out the rights and obligations of the Data Controller and the Data Processor, when processing personal data on behalf of the Data Controller.

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<sup>1</sup> The Customer is defined in the Framework Agreement

<sup>2</sup> REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

<sup>3</sup> Act on supplementary provisions to the regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **Data Protection Act**)

<sup>4</sup> The Framework Agreement may, among other things, be drafted as a framework agreement, a SKI agreement, or terms and conditions. This depends on the specific type of agreement entered into between Telenor and the Customer

Below are the product-specific data processing terms, which set out the terms for the Data Processor's data processing related to the respective products.

1.5 The product-specific data processing terms include:

1.5.1 Detailed information about the specific processing of personal data, including the purpose and nature of the processing, the types of personal data, the categories of data subjects, and the duration of the processing.

1.5.2 The conditions for the Data Processor's use of sub-processors and a list of sub-processors approved by the Data Controller.

1.5.3 The Data Controller's instructions regarding the Data Processor's processing of personal data, the minimum security measures to be implemented by the Data Processor and how audits of the Data Processor and any sub-processors are to be performed.

1.5.4 Any provisions concerning other activities

**2. The rights and obligations of the Data Controller**

2.1 The Data Controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State<sup>5</sup> data protection provisions and these Data Processing Terms.

2.2 The Data Controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.

2.3 The Data Controller shall be responsible, among other, for ensuring that the processing of personal data, which the Data Processor is instructed to perform, has a legal basis.

**3. The Data Processor acts according to instructions**

3.1 The Data Processor shall process personal data only on documented instructions from the Data Controller, unless required by EU law or the national law of the Member State to which the Data Processor is subject.

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<sup>5</sup> References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

These instructions are specified in the product-specific data processing terms.

- 3.2 The Data Processor shall immediately inform the Data Controller if instructions given by the Data Controller, in the opinion of the Data Processor, contravene the GDPR or the applicable EU or Member State data protection provisions.

#### **4. Confidentiality**

- 4.1 The Data Processor may only grant access to personal data processed on behalf of the Data Controller to individuals who are subject to the Data Processor's instructions, who have committed to confidentiality or are subject to an appropriate legal obligation of confidentiality and only to the extent necessary.

#### **5. Security of processing**

- 5.1 Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Controller and Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 5.2 The Data Controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks.
- 5.3 According to Article 32 GDPR, the Data Processor shall also – independently from the Data Controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the Data Controller shall provide the Data Processor with all information necessary to identify and evaluate such risks.
- 5.4 Furthermore, the Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Articles 32 GDPR, by *inter alia* providing the Data Controller with information concerning the technical and organisational measures already implemented by the Data Processor pursuant to Article 32 GDPR along with all other information necessary for the Data Controller to comply with the Data Controller's obligation under Article 32 GDPR.

## **6. Use of sub-processors**

- 6.1 The Data Processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
- 6.2 The Data Processor shall therefore not engage another processor (sub-processor) for the fulfilment of these Data Processing Terms without the prior general written authorisation of the Data Controller.
- 6.3 The Data Processor has the Data Controller's general authorisation for the engagement of sub-processors. The Data Processor shall inform in writing the Data Controller of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Data Controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s), if such changes would be in violation of the GDPR. The notice period for any objections to sub-processors is set out in the product-specific data processing terms.
- 6.4 If the Data Controller's objection to the change of a sub-processor is justified and the Data Processor is unable to appropriately address the Data Controller's objection, the Data Processor shall notify the Data Controller. In this case, the Data Controller may terminate the affected services related to the delivery of the purchased product before the change takes effect. This provision does not give the Data Controller the right to terminate other products or services.
- 6.5 The sub-processors used may vary from product to product. The list of approved sub-processors for each product is therefore set out in the product-specific data processing terms for the respective product.
- 6.6 Where the Data Processor engages a sub-processor for carrying out specific processing activities on behalf of the Data Controller, the same data protection obligations as set out in these Data Processing Terms shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of these Data Processing Terms and the GDPR.
- 6.7 If the sub-processor does not fulfil its data protection obligations, the Data Processor shall remain fully liable to the Data Controller as regards the fulfilment of the obligations of the sub-processor.

## **7. Transfer of data to third countries or international organisations**

- 7.1 Any transfer of personal data to third countries or international organisations by the Data Processor shall only occur on the basis of documented instructions from the Data Controller and shall always take place in compliance with Chapter V GDPR.
- 7.2 In case transfers to third countries or international organisations, which the Data Processor has not been instructed to perform by the Data Controller, is required under EU or Member State law to which the Data Processor is subject, the Data Processor shall inform the Data Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
- 7.3 Without documented instructions from the Data Controller, the Data Processor therefore cannot within the framework of these Data Processing Terms and the product-specific data processing terms:
- a. transfer personal data to a data controller or a data processor in a third country or in an international organization
  - b. transfer the processing of personal data to a sub-processor in a third country
  - c. have the personal data processed by the data processor in a third country
- 7.4 The Data Controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in the product-specific data processing terms.
- 7.5 These Data Processing Terms shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and these Data Processing Terms cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

## **8. Assistance to the Data Controller**

- 8.1 Taking into account the nature of the processing, the Data Processor shall assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the Data Controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.
- 8.2 In addition to the Data Processor's obligation to assist the Data Controller pursuant to Clause 5.4, the Data Processor shall furthermore, taking into account the nature of the processing and the information

available to the Data Processor, assist the Data Controller in ensuring compliance with:

- a. The Data Controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons
- b. the Data Controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons
- c. the Data Controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment)
- d. the Data Controller's obligation to consult the competent supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk.

## **9. Notification of personal data breach**

- 9.1 In case of any personal data breach, the Data Processor shall, without undue delay after having become aware of it, notify the Data Controller of the personal data breach.
- 9.2 The Data Processor's notification to the Data Controller shall, if possible, take place within 48 hours after the Data Processor has become aware of the personal data breach to enable the Data Controller to comply with the Data Controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
- 9.3 In accordance with Clause 8.2 in these Data Processing Terms, the Data Processor shall assist the Data Controller in notifying the personal data breach to the competent supervisory authority, meaning that the Data Processor is required to assist in obtaining the information pursuant to Article 33(3) GDPR.

**10. Erasure and return of data**

- 10.1 Upon termination of the service(s) involving processing of personal data, the Data Processor shall be under obligation to delete and/or return all the personal data processed on behalf of the Data Controller unless Union or Member State law requires storage of the personal data. The deletion or return of personal data processed in relation to the Data Processor's provision of the purchased product(s) are described in the respective product-specific data processing terms.

**11. Audit**

- 11.1 The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and these Data Processing Terms and allow for and contribute to audits conducted by the Data Controller.
- 11.2 The procedures for the Data Controller's audits are specified in the product-specific data processing terms.

**12. The parties' agreement on other terms**

- 12.1 The Parties may agree other clauses concerning the provision of the personal data processing service, as long as they do not contradict directly or indirectly these Data Processing Terms, the product-specific data processing terms or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR. These other terms will be specified in the product-specific data processing terms.

**13. Commencement and termination**

- 13.1 These Data Processing Terms shall become effective on the date of both Parties' signature of the Framework Agreement, where the Framework Agreement involves one or more products that entail the Data Processor's processing of personal data on behalf of the Data Controller.
- 13.2 These Data Processing Terms shall apply for the duration of the Data Processor's processing of personal data on behalf of the Data Controller in connection with the provision of the service(s) under the Framework Agreement.
- 13.3 The Data Processor is entitled to amend these Data Processing Terms (and the product-specific data processing terms) during the term of the agreement. The Data Processor must notify the Data Controller in writing of such changes before that are implemented.