



DATA PROCESSING AGREEMENT

Version 1.1

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Data Processing Agreement

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1. Background

This Data Processing Agreement is considered an appendix to the Service Agreement ("**Agreement**") entered into between Aider (hereinafter "**the Data Processor**") and the Customer (hereinafter "**the Data Controller**").

Execution of the service specified in the Agreement involves the Data Processor processing Personal Data on behalf of the Data Controller.

This Data Processing Agreement aims to regulate the Data Processor's processing of Personal Data on behalf of the Data Controller, thereby ensuring that the processing is carried out in accordance with the 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 Regulations**").

The definitions in Article 4 of the GDPR apply correspondingly to terms used in this Data Processing Agreement.

2. Purpose and nature of the processing

The purpose of the Data Processor's processing of Personal Data is to carry out the service in accordance with the Agreement.

Appendix 1 of this document describes the specific purposes of the processing, as well as the categories of Personal Data and Data Subjects covered.

This Data Processing Agreement does not apply to the processing of Personal Data carried out for the Data Processor's own purposes. This also includes processing necessary to fulfill obligations imposed on the Data Processor by law. For such processing, the Data Processor is the Data Controller.

3. Obligations of the data processor

3.1.1 Infringement and obligation to notify

The Data Processor shall only process Personal Data in accordance with documented instructions from the Data Controller, including in the Agreement and in this Data Processing Agreement's *Appendix 1*.

If the Data Processor believes that an instruction from the Data Controller, cf. the first paragraph, is in violation of the Personal Data Regulations, the Data Controller shall be notified of this.

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

3.2 Disclosure and Confidentiality

The Data Processor shall not disclose Personal Data to Third Parties unless the Data Controller has given prior written consent to such disclosure, or there is a legal obligation for the Data Processor to disclose the Personal Data. Disclosure to other Data Processors shall be in accordance with the terms of this Data Processing Agreement, section 4.

The confidentiality provision in the Standard Terms of the Agreement also applies to Personal Data processed under the Agreement.

3.3 Information Security and Incident Reporting

The Data Processor shall take all necessary measures to establish an appropriate level of security for the processing in accordance with the requirements of Article 32 of the GDPR. The measures shall be documented.

The Data Processor shall notify the Data Controller without undue delay of any breach of personal data security that has resulted in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data processed under this Data Processing Agreement. The notification shall contain the information required under Article 33(3) of the GDPR.

The Data Processor shall immediately take measures to prevent or limit the consequences of the security breach.

3.4 Duty to Assist

The Data Processor shall assist the Data Controller in complying with the requirements of Articles 32 to 36 of the GDPR on information security.

The Data Processor shall also assist the Data Controller in fulfilling the Data Controller's obligation to respond to requests from Data Subjects wishing to exercise their rights under the Regulation. The Data Processor shall not respond to such requests itself but shall forward the request to the Data Controller without undue delay or refer the Data Subject to contact the Data Controller directly.

3.5 Access to Information and Security Audits

The Data Processor shall, upon request, provide the Data Controller with access to all information and documentation necessary to demonstrate that the processing is carried out in accordance with this Data Processing Agreement and the Data Controller's instructions.

If the Data Controller identifies deviations, the Data Processor shall implement corrective measures without undue delay.

4. Conditions for using other data processors

The Data Controller consents to the Data Processor transferring the Personal Data processed under the Agreement to other Data Processors (sub processors) specified in *Appendix 2* of this document.

The Data Controller approves that the Data Processor may use other data processors. Before new Data Processors are engaged in the processing, the Data Controller shall be given written notice, at least two weeks before the Personal Data is transferred to the new Data Processor. The notice shall contain information about where the processing will take place, cf. section 5 of this Data Processing Agreement.

The Data Controller shall be able to object to the transfer of Personal Data to new Data Processors. In such cases, 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, in accordance with the Standard Terms, section 12.

The Data Processor shall enter into a written agreement with its Data Processors, imposing the same obligations on the Data Processors as the Data Processor itself has under this Data Processing Agreement. The Data Processor is fully responsible to the Data Controller for the processing carried out by the Data Processor.

5. Conditions for transfer outside 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 this.

The Data Controller consents to transfers outside the EU/EEA area that occur in connection with the transfer of Personal Data to existing Data Processors, under the conditions specified in *Appendix 2* of this document.

Lack of objections to the transfer of Personal Data to a Data Processor processing Personal Data outside the EU/EEA area, cf. section 4 of this Data Processing Agreement, is also considered prior consent under this provision.

6. Deletion and return of personal data

Upon termination of the Agreement, the Data Processor is obliged to return, delete, or anonymize all Personal Data in accordance with the Data Controller's specific instructions at the time of termination. The Parties shall loyally agree on the practical implementation of this obligation, taking into account both Parties' needs to comply with legal requirements and ensure daily operations.

The deletion obligation does not apply to Personal Data included in the Data Processor's own service documentation, cf. section 2, third paragraph of this Data Processing Agreement.

7. Duration and amendments to the data processing agreement

The Data Processing Agreement applies as long as the Data Processor processes Personal Data on behalf of the Data Controller. The confidentiality obligation applies indefinitely.

The Data Processing Agreement may be amended as needed and agreed upon by the Parties in accordance with the Standard Terms of the Agreement.

8. Notices and other communication

Notices and other communication under this Data Processing Agreement shall be in accordance with the Standard Terms of the Agreement.

9. Choice of law and jurisdiction

Choice of law and jurisdiction are regulated in the Standard Terms of the Agreement.

Appendix 1:

Categories of Personal Data and Processing Purposes

Personal Data	Purpose of processing
First and last name	Identification for correct payment of salary and allowances, including travel expenses and reimbursements. Identification for events related to the employment and identification for other mandatory public reporting.
Private address	Communication.
Workplace address	Public and internal reporting.
Citizenship	A-melding and ensuring correct benefits and deductions.
Country of residence	A-melding and ensuring correct benefits and deductions.
Phone number (landline)	Communication.
Phone number (mobile)	Communication.
Email address	Communication.
Date of birth / number	Identification for payment of salary and allowances, including travel expenses and reimbursements, employment relationship, other mandatory public reporting.
Gender	Statistical purposes for the board's annual report, internal reporting, etc.
Employee number / Employment ID	A-melding. Internal identification and categorization for allocation in departmental accounts, etc.
Bank account number	Ensuring correct payment of salary and other benefits.
Marital status	Ensuring correct benefits and deductions affected by marital status.
Spouse, including name and birth number	Ensuring correct tax reporting of salary conditions, wealth conditions, etc.
Next of kin information	Communication with next of kin about special circumstances in case of acute illness, death, etc.
Job title / occupational code	A-melding and ensuring correct salary payment.
Position level, including position percentage and hours per week. Date of last change.	A-melding and ensuring correct salary payment.
Work schedule	A-melding and ensuring correct salary payment.
Occupational information relevant to salary and working conditions	A-melding and ensuring correct salary payment.
Education and experience, including salary seniority.	A-melding and ensuring correct benefits and deductions.
Membership in trade unions and other professional associations.	Ensuring correct benefits and deductions.
Covered by collective agreement, including salary grade	Ensuring correct benefits and deductions.
Salary and commission information, including type of remuneration and last date of remuneration.	A-melding and ensuring correct salary payment.
Pension information	Ensuring correct pension contributions and pension benefits.
Tax deduction information	Ensuring correct tax deduction.
Insurance conditions, including coverage and necessary health information (self-declarations, etc.)	Ensuring correct insurance coverage according to the agreement between the employer and the insurance company.
Absence and leave, including type and duration.	Ensuring correct benefits and deductions. Public reporting of sick pay, leave allowance, etc.
Employment and termination date, including start and end dates in case of merger and demerger.	A-melding, salary calculations, and insurance schemes. Follow-up on anniversaries, etc.
Reason for termination including Resignation and Death	Ensure correct benefits and deductions. Statistical purposes
Company Car and Other Benefits	Ensure correct reporting and declaration of benefits. Insurance coverage purposes
Shareholdings in the Company	Shareholder register notifications.

Role in Company	Ensure correct benefits and deductions. Internal reporting purposes. A-melding. Ensure correct information in the annual accounts.
Terms in Shareholder Agreements	Ensure correct treatment among shareholders.
Assets in Cohabitation	Ensure correct reporting for tax purposes.
Debts / Claims against the Employer, including Terms for the Intermediary Account	Ensure correct payments and settlements of interest and fees.
Information in Accounting Documentation about Employee Behavior Patterns, including Purchases of Goods and Services and Movement Patterns	Reimbursement of expenses incurred in business activities or recording of private expenses on a private account.

Categories of Data Subjects may include:

- Employees, temporary workers, 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's business

Appendix 2:

Overview of Data Processors (Sub processors)

Data Processor's Name and Contact Information	Processing Location (Country)	Transfer Basis for Transfers Outside the EU/EEA (if applicable)
24SevenOffice Norway AS - https://24sevenoffice.com/terms/dpa/	EU/EEA	
Accountflow AS - https://accountflow.no/kontakt	Norway/EU	
Advania AS - https://www.advania.no/om-oss/kontakt-oss	Norway/EU	
SD Works Norge AS - Nordic.firmapost.no@sdworx.com	Finland	
DnB - https://www.dnb.no/bedrift/dagligbank/regnskap	Norway/EU	
Iver Norge AS - https://www.iver.com/no/om-iver/kontakt-oss/	Norway/EU	
Freshworks Inc - ram.ganesan@freshworks.com	Norway/EU	
Visma AS - visma@visma.com	Norway/EU	
Maestro Soft AS - support@maestro.no	Norway/EU	
Microsoft AS - are.pedersen@advania.no	Norway/EU	
Moment Team AS - post@moment.team	Norway/EU	
PowerOffice AS - https://www.poweroffice.no/go/kontakt	Norway/EU	
Pureservice AS - support@pureservice.com	Norway/Netherlands/Ireland	
Semine AS - support@semine.no	Norway/EU	
Simployer AS - info.no@simployer.com	Norway/EU	
Tripletex AS - support@tripletex.no	Norway/EU	
Xledger AS - webmaster@xledger.com	Norway/EU	
Uni Micro AS - https://www.unimicro.no	Norway/EU	
Kravia - https://no.kravia.ai	Norway/EU	
Amazon Web Services (AWS) – for the services Aider Connect and Grasp Data Platform	Stockholm (EU North 1)	
Odoo S.A (privacy@odoo.com)	France/Belgium (EU)	
Findity A.B (for the service Aider Expense) – privacy@findity.com	Sweden (EU)	

*) Possible transfer bases under this Data Processing Agreement are:

1. The country is approved by the EU
2. Standard Contractual Clauses (SCC)
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 Data Protection Authority's guidelines (as specified).