



PERSONAL DATA



III. That, in compliance with article 28 of the GDPR, both parties agree to regulate this access to and processing of personal data in accordance with the following:

## CLAUSES

### First - Object of the contract

Through this contract, The Processor is empowered to process, on behalf of The Controller, the personal data necessary to carry out the operations and processing described in Annex I.

### Second - Identification of the affected information and purposes of the processing

For the execution of the benefits derived from the fulfillment of the object of this contract, The Controller makes the information described in annex I available to The Processor.

### Third – Duration

This agreement is indefinite and will be in force for the duration of the commercial relationship between The Controller and The Processor.

At the end of the contract, The Processor will proceed, in relation to the personal data object of this contract, in the manner indicated in Annex I.

### Fourth - Obligations of The Processor

#### 4.1 Instructions

- a) The Processor will only process personal data following documented instructions from The Controller.
- b) The Processor will immediately inform The Controller if the instructions given by The Controller violate, in the opinion of The Processor, Regulation (EU) 2016/679, the applicable provisions of Union Law or of the Member States on data protection.

#### 4.2 Purpose limitation

The Processor will process the personal data only for the specific purposes of the processing indicated in Annex I, except when following additional instructions from The Controller.

#### 4.3 Duration of personal data processing

The processing by The Processor will only be carried out during the period indicated in the third clause.

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#### **4.4 Security of the processing**

- a) The Processor will apply, as a minimum, the technical and organizational measures specified in Annex II to guarantee the security of personal data. In determining an appropriate level of security, the parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of the processing, and the risks involved in the processing for the interested parties.
- b) The Processor will only grant access to the personal data processed to the members of his staff to the extent that it is strictly necessary for the execution, management and monitoring of the contract. The Processor will guarantee that the persons authorized to process the personal data received have undertaken to respect confidentiality or are subject to a confidentiality obligation of a statutory nature.

#### **4.5 Documentation and compliance**

- a) The Processor will promptly and adequately resolve the queries of The Controller related to the processing in accordance with this contract.
- b) The Processor will make available to The Controller all the information necessary to demonstrate compliance with the obligations contemplated in this contract and that derive directly from the Regulation (EU) 2016/679. At the request of The Controller, The Processor will allow and contribute to the performance of audits of the processing activities covered by this contract, at reasonable intervals or if there are indications of non-compliance. When deciding whether to conduct an examination or an audit, The Controller may take into account any relevant certifications held by The Processor.
- c) The parties will make available to the competent control authorities, at their request, the information referred to in this clause and, in particular, the results of the audits.

#### **4.6 Data communication**

The Processor will not communicate the data to third parties, unless it has the authorization of The Controller, in the legally admissible cases, or in the case of auxiliary services necessary for the normal fulfillment of the performance of the services by The Processor.

The communications by transmission of the data that The Processor makes to the companies that manufacture the products, or providers of the services and guarantees associated with the products or services acquired by The Controller, to the transport companies, courier, postal mail, customs agents,

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freight forwarders or any other entity, organization or auxiliary service company necessary for normal compliance by The Processor, are authorized and are considered made on behalf of The Controller.

The Processor may communicate the data to other processors of the same Controller, in accordance with the instructions of The Controller. In this case, The Controller will identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied to proceed with the communication.

#### **4.6 International transfers**

Data transfers to a third country or to an international organization by The Processor may only be carried out following documented instructions from The Controller or by virtue of an express requirement of Union or Member State law to which The Processor is subject; They will be carried out in accordance with Chapter V of Regulation (EU) 2016/679.

#### **4.7 Right to information**

It is the responsibility of The Controller to facilitate the right to information at the time the personal data is collected.

#### **4.8 Assistance to The Controller**

- a) The Processor will immediately notify The Controller of the requests received from the interested parties. The Processor will not respond to said request by himself, unless The Controller has authorized him to do so.
- b) The Processor will help The Controller to fulfill their obligations when responding to the requests for the exercise of rights of the interested parties taking into account the nature of the processing. In compliance with the obligations attributed to letters a) and b), The Processor will comply with the instructions of The Controller.
- c) The Processor will support The Controller to guarantee compliance with the obligations established in articles 32 to 36 of Regulation (EU) 2016/679, taking into account the nature of the processing and the information available to The Processor, including impact assessments or prior consultations with the supervisory authority when appropriate.

#### **4.9 Outsourcing. Recourse to sub-processors**

The Processor will not subcontract any of the services that are part of the object of this contract that involve the processing of personal data, except for the auxiliary services necessary for the normal fulfillment of their obligations.

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If it is necessary to subcontract any processing, this fact must be communicated in advance and in writing to The Controller, 72 hours in advance, indicating the processing that is intended to be subcontracted and clearly and unequivocally identifying the subcontracting company and its contact details. The subcontracting may be carried out if The Controller does not express his opposition within the established period.

The subcontractor, who will also have the status of a processor, is also obliged to comply with the obligations established in this document for The Processor and the instructions issued by The Controller.

It is the responsibility of the initial Processor to regulate the new relationship so that the new processor is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as the initial Processor, with regard to the proper processing of personal data and the guarantee of the rights of the affected persons. If that other processor breaches its data protection obligations, the initial Processor will remain fully liable to The Controller for the other processor's compliance obligations.

### **Fifth - Notification of a personal data breach**

In the event of a personal data breach, The Processor will collaborate with The Controller and help him to fulfill the obligations attributed to him by articles 33 and 34 of Regulation (EU) 2016/679, taking into account the nature of the processing and the information available to The Processor.

In the event of a breach of the personal data processed by The Processor, the latter will notify The Controller without undue delay once The Processor is aware of it. Said notification must include at least:

- a) A description of the nature of the data breach (including, where possible, the categories and approximate number of data subjects and data records affected);
- b) details of a contact point where further information about the personal data breach can be obtained;
- c) its probable consequences and the measures taken or proposed to remedy the personal data breach, including the measures taken to mitigate the possible negative effects.

Notification will not be necessary when it is unlikely that said personal data breach constitutes a risk to the rights and freedoms of natural persons.

If and to the extent that it is not possible to provide the information simultaneously, the information will be provided gradually without undue delay.

### **Sixth - Obligations of The Controller**

It corresponds to The Controller:

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- a) Provide The Processor with the data referred to in clause 2 of this document.
- b) Carry out, when appropriate, an assessment of the impact on the protection of personal data of the processing operations to be carried out by The Processor.
- c) Carry out, when appropriate, the corresponding prior consultations.
- d) Ensure, prior to and throughout the processing, compliance with Regulation (EU) 2016/679, by The Processor.
- e) Supervise processing, including conducting inspections and audits.

#### **Seventh - Notifications**

- 7.1 Any notification made between the parties will be in writing and will be delivered in any other way that certifies receipt by the notified party.
- 7.2 Any change of address of one of the parties must be notified to the other immediately and by a means that guarantees the reception of the message.

#### **Eighth - Breach of the clauses and termination of the contract**

- 8.1 Without prejudice to the provisions of Regulation (EU) 2016/679, in the event that The Processor fails to comply with the obligations attributed to it by this contract, The Controller may order The Processor to suspend the processing of personal data until it returns to compliance with its obligations in this contract.
- 8.2 The Controller will be empowered to terminate the contract with regard to the processing of personal data under this contract in the event that:
  - a) the processing of personal data by The Processor has been suspended by The Controller pursuant to point 1 and this contract is no longer fulfilled within a reasonable period of time and, in any case, within a period of one month from the suspension ;
  - b) The Processor breaches this contract in a substantial or persistent manner or the obligations attributed to it by Regulation (EU) 2016/679;
- 8.3 The Processor will be empowered to terminate the contract with regard to the processing of personal data under this contract, if after having informed The Controller that his instructions

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infringe the legal requirements demanded by clause 4.1, letter b), The Controller insists that these instructions be followed.

8.4 After termination of the contract, The Processor will delete all personal data processed on behalf of The Controller unless Union or Member State law requires the storage of the personal data. Until the data is destroyed or returned, The Processor will continue to ensure compliance with this contract.

**Ninth - Language**

The entire text of this contract, as well as the documents derived from it, including those appearing in the annexes, have been drawn up in English, and insofar as this document is also drawn up in a language other than English, only the English version is considered authentic. Consequently, for legal purposes, the English text must have priority for interpretation.

And in proof of conformity, the parties sign this contract in duplicate copy in the place and date of the heading.

A handwritten signature in blue ink, consisting of a stylized, overlapping loop and a vertical line.

BlueStar Europe Distribution BV

**The Processor**

16.4.2026

A handwritten signature in blue ink, reading "Lars Christianesen" in a cursive style, with "LARS CHRISTIANESEN, DIRECTOR" written in a simpler font below it.

**The Controller**

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## Annex I

### Processing Description

#### ***Categories of data subjects whose personal data is processed***

Natural persons who have the status of end-user customers or are contact persons of the companies or entities that are end-user customers of the products or services acquired by The Controller from The Processor.

#### ***Categories of personal data processed***

The data object of processing by The Processor can be the name and surname, the postal address, the email address and the telephone number.

#### ***Nature of processing***

The processing will consist of the registration of personal data provided by The Controller to The Processor as well as its organization, structuring, conservation, consultation, deletion and communication by transmission on behalf of The Controller.

#### ***Purposes of the processing of personal data on behalf of The Controller***

The purposes of the processing can be cumulatively or alternatively the following:

- Delivery, on behalf of The Controller, to end-user clients of the products or services acquired by The Controller from The Processor.
- Provision of manufacturer guarantees to end-user customers of the products or services acquired by The Controller from The Processor.
- Collection, on behalf of The Controller, of products subject to return by end-user customers (reverse logistics).

#### ***Processing duration***

The processing of personal data will last as long as The Processor continues to be a regular supplier of The Controller.

Once this commercial relationship ends, The Processor will delete the personal data and any copies in his possession, unless the conservation of personal data is required by virtue of Union Law or of the Member States or The Controller requests in writing the return of personal data.

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## Annex II

### Technical and organizational measures to guarantee data security

The Processor will carry out all those measures necessary to guarantee an adequate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks to the rights and freedoms of natural persons, among others, those appropriate to:

- Guarantee the confidentiality, integrity, availability and permanent resilience of processing systems and services.
- Protection the personal data during its storage.
- Restore availability and access to personal data quickly, in the event of a physical or technical incident.
- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the safety of the processing.
- Pseudonymize and encrypt personal data, if applicable.