

Data processing agreement

1. Verwerkingsverantwoordelijke Y B.V., registered with the Chamber of Commerce under number 32132132 (hereinafter: Controller),
and
2. Verwerker X B.V., registered with the Chamber of Commerce under number 12312312 (hereinafter: Processor),

considering, that

- the Controller has access to personal data of various data subjects,
- the Controller intends to have the Processor perform certain processing operations, for which the Controller determines purpose and means,
- the Processor is willing to do so, and further is willing to adhere to the obligations regarding security and other aspects of data processing legislation to the best of its abilities,
- the Parties, considering the requirement from data processing legislation for a written instrument to record their rights and obligations,
- the Processor is also willing to take the mandatory security measures, and other measures, imposed by the GDPR, insofar this is within its power,
- the Parties, in consideration of the requirements of Article 28(3) GDPR, wish to lay down their rights and obligations in writing.

have agreed as follows:

Article 1. Purposes of processing

1.1. Processor hereby agrees under the terms of this Data Processing Agreement to process personal data on behalf of the Controller. Processing shall be done solely for the purpose of storing data in the 'cloud' for the benefit of Controller, and associated online services, the transmission of newsletters for Controller, and all purposes compatible therewith or as determined jointly.

1.2. The personal data to be processed by Processor for the purposes as set out in the previous clause and the categories of data subjects involved are set out in Appendix 1 to this Data Processing Agreement. Processor shall not process the personal data for any other purpose unless with Controller's consent. Controller shall inform Processor of any processing purposes to the extent not already mentioned in this Data Processing Agreement.

1.3. All personal data processed on behalf of Controller shall remain the property of Controller and/or the data subjects in question.

Article 2. Processor obligations

2.1. Regarding the processing operations referred to in the previous clause, Processor shall comply with all applicable legislation, including at least all data processing

Article 6. Security

6.1. Processor shall use reasonable efforts to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processing operations involved, against loss or unlawful processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed).

6.2. Processor does not warrant that the security is effective under all circumstances. If any security measure explicitly agreed in this Data Processing Agreement is missing, then Processor shall use best efforts to ensure a level of security appropriate to the risk 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.

6.3. Controller shall only provide personal data to Processor for processing if it has ensured that the required security measures have been taken. Controller is responsible for the parties' compliance with these security measures.

Article 7. Notification and communication of data breaches

7.1. Controller is responsible at all times for notification of any security breaches and/or personal data breaches (which are understood as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) to the competent supervisory authority, and for communication of the same to data subjects. In order to enable Controller to comply with this legal requirement, Processor shall notify Controller without undue delay an actual or threatened security or personal data breach.

7.2. A notification under the previous clause shall be made at all times.

7.3. The notification shall include at least the fact that a breach has occurred. In addition, the notification shall:

- describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- include the name and contact details of the Data Protection Officer (if appointed) or a contact person regarding privacy subjects;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Article 8. Processing requests from data subjects

8.1. In the event a data subject makes a request to exercise his or her legal rights under the GDPR (Articles 15-22) to Controller, Processor shall pass on such request to Controller, and Controller shall process the request. Processor may inform the data subject of this passing on.

Article 9. Confidentiality obligations

9.1. All personal data that Processor receives from Controller and/or collects itself is subject to strict obligations of confidentiality towards third parties. Processor shall not use this information for any goals other than for which it was obtained, not even if the information has been converted into a form that is no longer related to an identified or identifiable natural person.

9.2. The confidentiality obligation shall not apply to the extent Controller has granted explicit permission to provide the information to third parties, the provision to third parties is reasonably necessary considering the nature of the assignment to Controller or the provision is legally required.

Article 10. Audit

10.1. Controller has the right to have audits performed on Processor by an independent third party bound by confidentiality obligations to verify and all issues reasonably connected thereto.

10.2. This audit may be performed once every quarter.

10.3. Processor shall give its full cooperation to the audit and shall make available employees and all reasonably relevant information, including supporting data such as system logs.

10.4. The audit findings shall be assessed by Processor and implemented if and to the extent deemed reasonable by Processor.

10.5. The costs of the audit shall be borne by Controller.

Article 11. Liability

11.1. Parties explicitly agree that any liability arising in connection with personal data processing shall be as provided in the Agreement.

Article 12. Term and termination

12.1. This Data Processing Agreement enters into force upon signature by the parties and on the date of the last signature.

12.2. This Data Processing Agreement is entered into for the duration of the cooperation between the parties.

12.3. Upon termination of the Data Processing Agreement, regardless of reason or manner, Processor shall - at the choice of Controller - return in original format or destroy all personal data available to it.

12.4. Parties may change this Data Processing Agreement only with mutual consent.

Appendix 1: Stipulation of personal data and data subjects

Data subjects and personal data of different purposes

Processor shall process the below personal data of the categories data subjects from different purposes (with retention period if specified) under the supervision of Controller, as specified in article 1 of the Data Processing Agreement:

Cloud storage of data / Zes maanden

Send newsletters / Zes maanden

Customers

- Names and addresses
- Telephone numbers
- Email addresses

Controller represents and warrants that the description of personal data and categories of data subjects in this Appendix 1 is complete and accurate, and shall indemnify and hold harmless Process for all faults and claims that may arise from a violation of this representation and warranty.

VOORBEELD