

Data processing agreement

1. Controller Co., registered with the Chamber of Commerce under number 87654321 (hereinafter: Controller),
and
2. Processor Ltd., registered with the Chamber of Commerce under number 12345678 (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,
- any reference to the Dutch Data Protection Act as of 25 May 2018 is to be construed as a reference to the General Data Protection Regulation,

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 facilitating orders and payments for products or services of Controller, offering and maintaining the online Customer Relationship Management service of Processor for Controller, the transmission of newsletters for Controller, managing the customer administration of 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 3. Transfer of personal data

- 3.1. Processor may process the personal data in any country within the European Union.
- 3.2. Transfer to countries outside the European Union is not permitted.
- 3.3. Processor shall report to Controller of the countries involved.

Article 4. Allocation of responsibilities

[REDACTED]

Article 5. Involvement of sub-processors

- 5.1. Processor shall not involve any third parties in the processing under this Data Processing Agreement without the prior written permission of Controller, which permission may be made conditional.
- 5.2. In any event, Processor shall ensure that any third parties are bound to at least the same obligations as agreed between Controller and Processor.
- 5.3. Processor represents and warrants that these third parties shall comply with the obligations under this Data Processing Agreement and is liable for any damages caused by violations by these third parties as if it committed the violation itself.

Article 6. Security

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

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 within 24 hours after becoming aware of an actual or threatened security or personal data breach.

7.2. A notification under the previous clause shall be made only for actual or threatened breaches with severe impact.

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

- [REDACTED]
- [REDACTED]
- [REDACTED]

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 data protection legislation 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

[REDACTED]

Article 11. Liability and contractual fine

11.1. The liability of parties for any damages as a result of a reputable failure to comply with this Data Processing Agreement, unlawful acts or otherwise, is limited to direct damages per event (a sequence of successive events counting as one event), up to the amount received by the other Party for all activities under this Data Processing Agreement for the month prior to the event. Any liability of the parties for direct damages shall in any event never be more than € 2.500.000,00.

11.2. Direct damages shall include only:

- damages to physical objects;
- reasonable and proven costs to cause the party in question to regain compliance with this Data Processing Agreement;
- reasonable costs to assess the cause and extent of the direct damage as meant in this article; and
- reasonable and proven costs that Controller has incurred to limit the direct damages as meant in this article.

[REDACTED]

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.

Article 13. Applicable law and competent venue

13.1. This Data Processing Agreement and its execution are subject to Dutch law.

13.2. Any disputes that may arise between the parties in connection with this Data Processing Agreement shall be brought to the competent court for the place of business of Processor.

Was signed,

For the Controller

Name:

Position:

Date:

.....

For the Processor

Name:

Position:

Date:

.....

Appendix 1: Stipulation of personal data and data subjects

Personal data

Processor shall process the below personal data under the supervision of Controller, as specified in article 1 of the Data Processing Agreement:

- Names and addresses
- Telephone numbers
- E-mail addresses
- Social media accounts
- Dates of birth
- Marital status

Of the following categories of data subjects:

- Customers
- Personnel
- Website visitors
- Patients

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