



Processing Agreement

The undersigned

- 1.**,
with its statutory seat at,
and its registered address at,
duly represented by,
hereinafter: Controller;

and

2. *Movements Group B.V.*

with its statutory seat at Beuningen and its registered address at Mauritsplein 1,
duly represented by Mr. H.E. van de Vijver, founder, hereinafter referred as:
Processor;

Also jointly: Parties

Taking into account that:

- the Controller and Processor entered into an agreement regarding the use of the services of the Processor by the Controller, hereinafter: the 'Agreement';
- through the execution of its duties under the Agreement with the Controller the Processor will dispose of personal data, as set out in the **General Data Protection Regulation**, hereinafter 'Personal Data' and 'GDPR', and it will process these, as set out in article 4 GDPR;

- article 32 GDPR obliges the Controller to take sufficient technical and organisational security measures against loss or any form of unlawful processing of Personal Data;
- article 28 GDPR obliges the Processor also, as a result of hiring the Processor to process Personal Data on behalf of the Processor, to ensure that the Processor offers sufficient safeguards regarding technical and organizational security measures for the protection of the Personal Data against loss or any form of unlawful processing of Personal Data;
- the Controller is obliged to report infringes to the security as set out in article 33 GDPR (hereinafter: Data Leaks) to the Personal Data Authority (*Autoriteit Persoonsgegevens*) and to the 'data subject' as set out in the GDPR (hereinafter: the Data Subject);
- the Parties in agreement with article 28.3 GDPR wish to lay down in writing all of their agreements regarding the processing of Personal Data by the Processor and regarding the reporting of Data Leaks, hereinafter 'the Processing Agreement'.

Hereby agree as follows:

Article 1 - Definitions

1.1 In this Processing Agreement the following capitalized words have the meaning ascribed to them hereunder:

- a. Agreement
Any agreements concerning the provision of goods or rendering of services referred to in Annex 1.
- b. Controller
The controller as set out in article 4 sub 7 GDPR.
- c. Data Subject
An identified or identifiable natural person (article 4 sub 1 GDPR).
- d. **General Data Protection Regulation** or GDPR
Regulation (EU)2016/679 of the European Parliament en 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.

- e. Party
Controller or Processor.
- f. Parties
Controller and Processor.
- g. Personal Data
All information regarding an identified or identifiable natural person as set out in article 4 sub 1 GDPR.
- h. Processor
The processor as set out in article 4 sub 8 GDPR
- i. Processing Agreement
This agreement.
- j. Sub Processor
Every non-subordinated third party involved by Processor in processing Personal Data in light of the Agreement, not being Staff Members.
- k. Staff Members
Any natural persons working for or at the request of any Party and involved by the Parties for the execution of this Processing Agreement.
- l. Third Party
A third party as set out in article 4 sub 10 GDPR.

Article 2 - General

- 2.1 Processor processes the Personal Data for the Controller in agreement with the agreed instructions of the Controller and under the explicit responsibility of the Controller.

- 2.2 With regard to the Personal Data the Controller shall be the 'controller' and the Processor shall be the 'processor' as set out in the GDPR.
- 2.3 The Controller has control over the processing of the Personal Data and has determined the objective of and the means for the processing of the Personal Data.
- 2.4 The Processor has no control over the objective and the means for the processing of the Personal Data and therefore does not take any decisions over amongst others the use of the Personal Data, the provision of the Personal Data to third parties and the term of the storage of the Personal Data. The Processor shall never control the Personal Data.
- 2.5 The Processor shall never have a third party (also: Sub Processor) execute the processing of Personal Data without having informed the Controller hereof in writing beforehand, unless the Sub Processor is Amazon Web Services or a Sub Processor who was already active as such prior to 25 May 2018. In case of a calamity deviation hereof shall be possible.
- 2.6 The obligations of the Processor under this Processing Agreement apply also to those who process Personal Data under the authority of Processor, including but not limited to employees, in the broadest sense of the word.
- 2.7 The Parties agree reciprocally to act in accordance with the GDPR.
- 2.8 In case the Processor, with the prior written approval of the Controller, has requested a third party (also Sub Processor) to execute the processing of Personal Data, then the Processor shall require from such third party the same responsibilities and measures at the Processor is bound to itself.
- 2.9 The Controller warrants vis-a-vis the Processor that the content, the use and/or processing of Personal Data is not unlawful and does not infringe the right of any third party.

Article 3 - Security

- 3.1 Each of the Parties is responsible and liable for their own acts.
- 3.2 The Processor takes technical and organisational security measures to protect the Personal Data against loss or any form of unlawful processing. The

technical and organisational security measures taken by the Processor as agreed between the Parties are amongst others:

- a. screening of Staff Members;
- b. Staff Members are bound to confidentiality agreements;
- c. only a database with authorized access shall be used.

- 3.3 In the opinion of the Controller, and with due observance of (i) the state of the art of security and (ii) the costs of execution of the security measures at a sufficient security level, the security measures offer a sufficient level of security, taking into account the risks that processing and the kind of Personal Data involve.
- 3.4 The Processor will use reasonable endeavours to ensure that the security measures live up to a standard that, with due observance of (i) the state of the art of security and (ii) the costs of execution of the security measures at a sufficient security level, is at least common and acceptable in the branch concerning the services rendered by Processor.
- 3.5 The Processor does not guarantee that all security measures taken will be effective under all circumstances imaginable.
- 3.6 The Controller has a right and duty to supervise and enforce the due and careful fulfillment of all agreed security measures of the Processor, in accordance with Article 3.2 of this Processing Agreement.
- 3.7 In case the Processor or the Controller is of the opinion that the security measures taken by the Processor should be amended to offer a sufficient level of security, then the Controller and the Processor will consult with each other regarding the amendments to the security measures as desired by the Processor. The Controller shall indemnify the Processor for any and all costs associated with the amendment to the security measures. Only after the Parties have agreed to the amended security measures in writing shall the Processor be obliged to implement these security measures.

Article 4 – Transfer of Personal Data

- 4.1 Processor may transfer the Personal Data in countries with the European Union. A transfer to countries outside of the European Union shall be prohibited, unless upon instruction of the client.

- 4.2 In case the Processor, or a third party as set out in Articles 1.4 through 1.6 of this Processing Agreement, has its statutory seat or registered address in a different member state of the European Union (than the Netherlands), then the processing of Personal Data shall conform to the laws and security obligations of that particular member state.
- 4.3 The Processor offers her clients the possibility to store information at will. The Processor has no knowledge of the (categories of) Personal Data that her client process while making use of the service. The client is solely responsible for the lawfulness of such processing, especially if it chooses to process sensitive personal data.

Article 5 – Security incidents and data leaks

- 5.1 Controller is obliged in its capacity as ‘controller’ as set out in the GDPR to report Data Leaks to the Personal Data Authority (*Autoriteit Persoonsgegevens*) and, in certain cases, to the Data Subject as set out in Article 34 GDPR.
- 5.2 To support the Controller in fulfilling its duty to report Data Leaks, the Parties agree that the Processor shall use reasonable endeavours to without delay inform the Controller regarding security incidents after the Processor has discovered aforementioned security incidents.
- 5.3 Any security incidents, as described in Article 5.2 of this Processing Agreement, shall be reported by the Processor to the designated person set out in Article 9.3 of this Processing Agreement as follows:
- a. the type of the incident;
 - b. the Personal Data possibly involved;
 - c. the noted and expected consequences of the incident;
 - d. the measures taken or will be taken to resolve the incident or mitigate the consequences/damages as much as possible.
- 5.4 Reporting of Data Leaks, as set out in article 33 GDPR, will at all times remain de responsibility of the Controller. The Processor shall never be obliged to report Data Leaks to the Personal Data Authority (*Autoriteit Persoonsgegevens*) and/or the Data Subject.
- 5.5 If and where possible, the Processor shall cooperate to the provision of required information to the Controller in light of the security incidents

reported by the Processor to the Controller. The Controller shall indemnify the Processor for any additional costs associated herewith. The Parties can enter into further agreements regarding this topic.

Article 6 – Confidentiality

- 6.1 All Staff Members of the Controller and all Staff Members of the Processor, to the extent these have access to the Personal Data, are obliged to keep the Personal Data they have knowledge of strictly confidential.
- 6.2 Article 6.1 does not apply if and to the extent transfer of the Personal Data concerned to a third party is required on the basis of a court order, a statutory requirement or on the basis of an authorized governmental decree.
- 6.3 All access and/or identification codes, certificates, information concerning the policy regarding access and/or passwords, and all information which the Processor provided to the Controller which relates to the technical and organizational security measures referred to in Article 3.2 are confidential and the Controller will treat these as confidential and these may only be provided to authorized Staff Members of the Controller. The Controller shall enforce that its Staff Members will adhere to the obligations set out in this Article 6.3.
- 6.4 Controller shall at all times sufficiently and adequately protect its systems and infrastructure.

Article 7 - Liability

- 7.1 The Controller indemnifies the Processor for any claims of the Personal Data Authority (*Autoriteit Persoonsgegevens*) and/or Data Subjects whose Personal Data are processed by the Processor in light of the execution of the Agreement, unless these claims are the result of a breach of the Processor of its duties under this Processing Agreement and/or violation of the Processor of the legislature applicable to the processing of Personal Data.
- 7.2 The Controller indemnifies the Processor against any legal claim of any third party, regardless in which capacity or shape or form, relating to the processing of Personal Data and the execution of the Agreement, unless the grounds of

such legal claim are the direct result of a breach of the Processor of its duties under this Processing Agreement.

- 7.3 A penalty or fine imposed by the Personal Data Authority (*Autoriteit Persoonsgegevens*) on the Controller cannot be reclaimed from the Processor, unless in case of intent or recklessness of the management of the Processor.

Article 8 – Term and termination

- 8.1 This Processing Agreement enters into force on the last date of execution of this Processing Agreement by the Parties and shall be entered into for an unlimited period of time.
- 8.2 This Processing Agreement shall terminate automatically upon termination of the Agreement.
- 8.3 In case of termination of this Processing Agreement the Processor shall return to the Controller all Personal Data which is under its control and/or which was received from the Controller or, if so agree between the Parties, destroy the same. The Controller shall indemnify the Processor for any costs associated herewith.
- 8.4 Article 8.3 does not apply in case a statutory obligation prohibits the Processor to (partially) return or destroy the Personal Data. In such case the Processor shall continue to process the Personal Data only to the extent required for its statutory obligations. Article 8.3 also does not apply if the Processor is the 'controller' concerning the Personal Data as defined in the GDPR.

Article 9 - Miscellaneous

- 9.1 This Processing Agreement forms an integral part of the Agreement. All rights and duties set out in the Agreement, including agreed limitations of liability, are therefore also applicable to this Processing Agreement.
- 9.2 Processor is authorized to request one or more third parties to perform Processor's duties under this Processing Agreement, taking into account Article 2.5 and 2.8 of this Processing Agreement.

9.3 The contact details of the contact person of the Processor regarding a leak of data are

Name:.....

Email address:

[signature page follows]

As agreed and sign in twofold

Beuningen,

Movements Group BV

Name: H.E. van de Vijver

Title: Director

Beuningen,

NAME BV

Name: ***NAME***

Title: Director