



DATA PROCESSING AGREEMENT

STANDARD PROCESSING CLAUSES

version: January 2018

This data processing agreement applies to all forms of processing of personal data submitted by Marviq B.V., registered in the Chamber of Commerce under number 34174271, ('the Processor') for the benefit of a counterpart to whom we provide services to ('the Controller'). Like the general terms and conditions, this agreement is an integral part of each agreement between Marviq B.V. and its counterparty.

ARTICLE 1. DEFINITIONS

The following concepts have the following meaning in these Standard Processing Clauses and the Agreement:

- 1.1 Dutch Data Protection Authority (AP): supervisory authority, as defined in Article 4(21) Gdpr.
- 1.2 Avg: the General Data Protection Regulation.
- 1.3 Data Processor: party which, as an ICT supplier, processes personal data as processor Personal Data for the benefit of its Client as an ICT supplier.
- 1.4 Data subject (data subject): an identified or identifiable natural person.
- 1.5 Client: party in whose contract Data Processor processes personal data. The Client can be both controller and another processor.
- 1.6 Agreement: the agreement in force between the Client and Data Processor, on the basis of which the ICT supplier provides services and/or products to the Client, the data processing agreement of which is part.
- 1.7 Personal data: any information about an identified or identifiable natural person, as defined in Article 4(1) Gdpr, which data processor in the context of the performance of its obligations arising from the Agreement Processed.

ARTICLE 2. General

- 2.1 These Standard Processing Clauses apply to all processing of Personal Data that Data Processor does in the context of the delivery of its products and services and to all Agreements and offers. The applicability of the Client's data processing agreements is expressly rejected unless agreed in writing otherwise.
- 2.2 Data Processor processes the Personal Data on behalf of and on behalf of the Client in accordance with the written instructions of the Client agreed with Data Processor.
- 2.3 The client, or his client, is the controller within the meaning of the Gdpr, has control over the processing of the Personal Data and has determined the purpose and means for the processing of the Personal Data.
- 2.4 Data Processor is a processor within the meaning of the Gdpr and therefore has no control over the purpose and resources for the processing of the Personal Data and therefore does not make decisions on, inter alia, the use of the Personal Data.
- 2.5 Data Processor implements the Gdpr as laid down in these Standard Processing Clauses. It is up to the Client to assess, on the basis of this information, whether Data Processor provides sufficient guarantees regarding the application of appropriate technical and organisational measures to ensure that the processing meets the requirements of the Gdpr and the protection of data subjects' rights are adequately ensured.
- 2.6 The Client presupposes Data Processor to act adequately in accordance with the Gdpr, that it adequately secures its systems and infrastructure at all times and that the content, use and/or processing of the Personal Data are not unlawful and do not infringe any right of a third party.

- 2.7 An administrative fine imposed on client by the AP cannot be recounted on Data Processor unless there is intent or deliberate recklessness on the side of the management of Data Processor.

ARTICLE 3. Security

- 3.1 Data Processor takes technical and organizational security measures. When taking the technical and organisational security measures, Data Processor took into account the state of the technology, the execution costs of the security measures, the nature, size and context of the processing, the purposes and the intended use of its products and services, the processing risks and the risks at the rights and freedoms of Data subjects which he considered to be used by his products and services in view of the intended use of his products and services should expect it.
- 3.2 Unless explicitly stated otherwise, the product or service of Data Processor is not designed to process special categories of Personal Data or data relating to criminal convictions or criminal offences.
- 3.3 Data Processor strives to ensure that the security measures to be taken by it are appropriate for the use of the product or service intended by Data Processor.
- 3.4 The security measures set out in the opinion of the Client shall provide a risk of processing the Personal Data used or provided by it Level.
- 3.5 Data Processor may make changes to the security measures taken if, in its opinion, it is necessary to continue to provide an appropriate level of security. Data Processor will record significant changes, for example in a modified Data Pro Statement, and will inform client when relevant of those changes.
- 3.6 The client may request Data Processor to take further security measures. Data Processor is not required to make changes to its security measures at such request. Data Processor may charge the costs related to the changes made at the client's request from the Client. It is only after the security measures desired by the Client have been agreed in writing and signed by The Parties that Data Processor has an obligation to implement these security measures.

ARTICLE 4.PERSONAL DATA INFRINGEMENTS

- 4.1 Data Processor does not allow security measures to be effective under all circumstances. If Data Processor discovers an infringement of Personal Data (as referred to in Article 4 sub 12 Gdpr), he will inform the Client without unreasonable delay.
- 4.2 It is up to the controller (Client, or his customer) to assess whether the personal data breach about which Data Processor has been informed must be reported to the AP or Data subject. Reporting of personal data breaches, which must be reported to the AP and/or Data subjects under Articles 33 and 34 Gdpr, remains at all times the responsibility of the controller (Client or his client). Data Processor is not obliged to report personal data breaches to the AP and/or the Data Subject.
- 4.3 Data Processor will, if necessary, provide further information on the personal data breach and will cooperate with necessary information to the Client for a notification referred to in Article 33 and 34 Avg.
- 4.4 Data Processor can charge the reasonable costs it makes to the Client at its rates applicable.

ARTICLE 5.SECRECY

- 5.1 Data Processor ensures that the persons who process Personal Data under his responsibility have a duty of confidentiality.
- 5.2 Data Processor is entitled to provide the Personal Data to third parties, if and to the extent necessary under a court order, a legal requirement or on the basis of a competent order of a public authority.
- 5.3 All access and/or identification codes provided by Data Processor to the Client, certificates, access and/or password policy information and all information provided by Data Processor to the Client that specifies the technical and organisational security measures included in the Data



Pro Statement are confidential and will be treated by the Client as such and will only be disclosed to authorized Client employees. The Client shall ensure that its employees comply with the obligations of this article.

ARTICLE 6.DURATION AND TERMINATION

- 6.1 This data processing agreement is part of the Agreement and any resulting new or further agreement shall enter into force at the time of the conclusion of the Agreement and shall be concluded for an indefinite period.
- 6.2 This data processing agreement shall automatically end when the Agreement is terminated or any new or further agreement between the parties.
- 6.3 Data Processor will, in the event of the end of the data processing agreement, remove all personal data received and received from the Client in such a way that they can no longer be used and are no longer accessible (render inaccessible), or, if agreed, return to a machine readable format Client.
- 6.4 Data Processor may charge any costs it incurred in the context of the client set out in Article 6.3. Further arrangements can be made to the Data Pro Statement.
- 6.5 The provisions of Article 6.3 shall not apply if a legislation prevents the total or partial deletion or return of the Personal Data by Data Processor. In such a case, Data Processor will only continue to process the Personal Data only to the extent necessary under its legal obligations. The provisions of Article 6.3 also do not apply if Data Processor is controller within the meaning of the Gdpr with regard to the Personal Data.

ARTICLE 7.RIGHTS DATA SUBJECTS, DATA PROTECTION IMPACT ASSESSMENT (DPIA) AND AUDIT RIGHTS

- 7.1 Data Processor will, where possible, cooperate with reasonable requests from the Client related to data subjects invoked by Data subjects. If Data Processor is directly approached by a Data subject, it will refer it to the Client where possible.
- 7.2 If the Client is obliged to do so, Data Processor will cooperate with a data protection impact assessment (DPIA) or a subsequent prior consultation referred to in Article 35 after a reasonably request. and 36 Avg.
- 7.3 Data Processor will also provide all further information reasonably necessary at the request of the Client to demonstrate compliance with the agreements made in this data processing agreement. If the Client nevertheless has the reason to assume that the processing of Personal Data does not take place in accordance with the data processing agreement, he may, at most, once a year by an independent, certified, external expert who demonstrable experience with the type of processing carried out on the basis of the Agreement, has an audit carried out at the expense of the Client. The audit will be limited to verifying compliance with the agreements relating to the processing of the Personal Data as laid down in this Data processing agreement. The expert will have a duty of confidentiality with regard to what he finds and will only report to the Client that a shortcoming in the fulfilment of obligations provided by Data Processor on the basis of this data processing agreement. The expert will provide a copy of his report to Data Processor. Data Processor may refuse an audit or instruction from the expert if, in his opinion, it violates the Gdpr or other legislation or constitutes an inadmissible breach of the security measures he has taken.
- 7.4 The parties will consult as soon as possible on the results of the report. The parties will follow the proposed improvement measures laid down in the report in so far as they can reasonably be expected. Data Processor will implement the proposed improvement measures in so far as they are considered to be appropriate taking into account the processing risks associated with its product or service, the state of the art, the execution costs, the market in which the it operates, and the intended use of the product or service.
- 7.5 Data Processor has the right to charge the costs it incurred in the context of the client set out in this article.



ARTICLE 8.SUBPROCESSORS

- 8.1 The client authorizes Data Processor to enable other subprocessors to implement its obligations arising from the Agreement.
- 8.2 Data Processor will inform Client about a change in third parties enabled by the Data Processor, for example, by means of a modified Data Pro Statement. The Client has the right to object to the aforementioned change by Data Processor. Data Processor ensures that the third parties it engaged commit themselves to the same level of security with regard to the protection of personal data as the level of security to which Data Processor is against The Client data pro statement.

ARTICLE 9. Other

These Standard Processing Clauses are an integral part of the Agreement. All rights and obligations under the Agreement, including the applicable general terms and conditions and/or limitations of liability, therefore also apply to the data processing agreement.