

DATA PROCESSING AGREEMENT

1. NOVOSERVE (“PROCESSOR”)

Company name: NovoServe B.V.
Registered office and principal place of business: Gildenbroederslaan 1, 7005 BM, Doetinchem, the Netherlands
Chamber of Commerce ID: 5984429
Represented by: Name: Mr. H. Plantenga
Title: CEO

And

2. CLIENT (“CONTROLLER”)

Company name:
Registered office and principal place of business:
Chamber of Commerce ID:
Represented by: Name:
Title:

(This Data Processing Agreement is between NOVOSERVE and CLIENT, each referred to as a “Party” and together as the “Parties”).

WHEREAS:

- A. PROCESSOR and CONTROLLER have entered into an Agreement which outlines the Services performed by PROCESSOR for CONTROLLER.
- B. In compliance with the relevant Data Protection Legislation, in particular the European GDPR (“Data Protection Legislation”), with respect to the Processing of Personal Data by PROCESSOR, and the Netherlands legislation, Parties agree upon the conditions as set forth in this Data Processing Agreement (“DPA”).

HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

In this DPA the following expressions have the following meanings:

EXPRESSION

Data Subject

MEANING

The person whom the Personal Data concerns.

Personal Data Breach	A breach in security that leads to the accidental or unlawful destruction, loss, change or unauthorised provision of, or unauthorised access to, data that has been transferred, stored or processed in any other way.
Agreement	The agreement between the CONTROLLER and PROCESSOR which includes any documentation as referred to in Clause 3.3 of the Terms of Service.
Controller	CLIENT
Processor	NOVOSERVE
Data Protection Legislation	Regulation 2016/679/EU of the European Parliament and of 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.
Personal Data	Any data concerning an identified or identifiable natural person that is processed by the PROCESSOR for the CONTROLLER.
Data Processing Agreement	This agreement including its recitals and the accompanying schedules.
Processing	Any operation or any set of operations concerning Personal Data or any set of Personal Data, carried out in the context of the Agreement via automated or manual procedures, including in any case the collection, recording, organization, structuring, disclosure by means of transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destructive of data.

2. OBJECT OF THIS DATA PROCESSING AGREEMENT

- 2.1 This DPA governs the Processing of Personal Data by PROCESSOR in the contract of the Agreement.
- 2.2 PROCESSOR will keep records of the Processing activities it performs on behalf of CONTROLLER, including the nature and purpose of the Processing, the type of Personal Data and the Data Subject(s) and recipients are set out in the Agreement.
- 2.3 PROCESSOR guarantees that the appropriate technical and organizational measures will be taken, in order to ensure that Processing complies with the requirements of the DPA and that the rights of the Data Subject(s) are protected.
- 2.4 PROCESSOR guarantees compliance with the requirements of the applicable Data Protection Legislation related to Processing of Personal Data.

3. ENTRY INTO FORCE AND DURATION

- 3.1 The DPA enters into force as soon as has been signed by both Parties.
- 3.2 The DPA terminates after and insofar as the PROCESSOR has deleted or returned all Personal data in accordance with Article 10.

3.3 Neither of the Parties is allowed to terminate this DPA before the termination of the Agreement.

4. SCOPE OF PROCESSOR'S PROCESSING COMPETENCE

- 4.1 PROCESSOR will Process the Personal Data exclusively for and on the basis of written instructions from CONTROLLER barring statutory rules to the contrary that apply to the PROCESSOR.
- 4.2 If any instruction, as referred to in Clause 4.1, is deemed by the PROCESSOR to contravene a statutory rule on data protection, the PROCESSOR shall notify CONTROLLER of this prior to Processing, unless a statutory rule prohibits such notification.
- 4.3 If PROCESSOR is obliged to disclose Personal Data on the basis of statutory rule, it will inform CONTROLLER immediately, if possible, prior to the disclosure.
- 4.4 PROCESSOR will have no control over the purpose or means of Personal Data Processing.

5. SECURITY

- 5.1 With prejudice to Clause 2.3 of this DPA, PROCESSOR will implement the technical and organizational security measures described in the Agreement.
- 5.2 The Parties recognize that guaranteeing an appropriate level of security may require security measures to be implemented on an ongoing basis. PROCESSOR guarantees an appropriate level of security to the risks entailed.
- 5.3 PROCESSOR will not process any Personal Data outside a European Union member state, unless it has obtained written approval to do so from CONTROLLER and barring statutory obligations to the contrary.
- 5.4 If PROCESSOR discovers any illegal or unauthorized Processing or infringements of the security measures referred to in Clauses 5.1 and 5.2, it will inform CONTROLLER without unreasonable delay.
- 5.5 PROCESSOR will assist CONTROLLER in ensuring compliance with, among others, the obligations under article 32 up to 36 of the Data Protection Legislation.

6. CONFIDENTIALITY

- 6.1 The Personal Data is confidential.
- 6.2 At the request of CONTROLLER, PROCESSOR will demonstrate that it has undertaken to observe the duty of confidentiality. All persons authorized by PROCESSOR to Process the Personal Data, will be subject to either contractual obligations or confidentiality similarly stringent to those in this DPA or statutory obligations of confidentiality.

7. SUB-PROCESSOR

- 7.1 If PROCESSOR, with due regard for the provisions of the Agreement, engages another processor to carry out Processing activities for CONTROLLER, this sub-processor must be bound by an agreement imposing the same data protection obligations as those imposed by this DPA.
- 7.2 PROCESSOR will impose on sub-processors on sub-processor's data protection obligations that are similarly stringent to those in this DPA, including the obligation to implement technical and organizational measures that are compliant with the Data Protection Legislation.
- 7.3 PROCESSOR will be responsible for any failure by a sub-processor to perform the Processing for which PROCESSOR was engaged by CONTROLLER.

8. ASSISTANCE CONCERNING RIGHTS OF DATA SUBJECTS

- 8.1 PROCESSOR will assist CONTROLLER on its request in fulfilling its obligation to respond to requests from Data Subjects to exercise the rights set out in chapter III of the Data Protection Legislation (article 12 and 13).

8.2 If CONTROLLER receives a request from the Data Subject to access, correct, block, release or delete Personal Data which has been processed by PROCESSOR under the Agreement, or to otherwise exercise their rights under the Data Protection Legislation, CONTROLLER will notify PROCESSOR without undue delay, unless such notification is prohibited by law, and will await PROCESSOR's further instructions. PROCESSOR will provide CONTROLLER all necessary assistance in fulfilling a Data Subject's request.

9. PERSONAL DATA BREACH

9.1 PROCESSOR will inform CONTROLLER, without unreasonable delay, as soon it becomes aware of any Personal Data breach.

9.2 After reporting an incident, as referred to in Clause 9.1, PROCESSOR will also inform CONTROLLER of developments relating to the Personal Data breach.

9.3 Each of the Parties will bear any costs they incur in connection with reporting incidents to the competent supervisory authority (e.g., Dutch Data Protection Authority) and the Data Subject.

10. RETURN OR ERASURE OF PERSONAL DATA

10.1 Once the Agreement expires, PROCESSOR will erase the Personal Data or return it to CONTROLLER, whichever CONTROLLER prefers. PROCESSOR will delete any copies, barring statutory rules to the contrary.

10.2 PROCESSOR will erase or return the Personal Data without four (4) weeks following the expiry of the Agreement.

10.3 The Personal Data will be returned to CONTROLLER in the format and manner stipulated by CONTROLLER.

11. AMENDMENTS

11.1 PROCESSOR will provide CONTROLLER all necessary information to demonstrate that the obligations set out in this DPA have been and will be fulfilled.

11.2 PROCESSOR will provide CONTROLLER, or third parties assigned by CONTROLLER, all necessary cooperation with respect to audits on the CONTROLLER's premises to confirm the CONTROLLER's compliance with this DPA and the Data Protection Legislation. Any such audit will be:

11.2.1 requested by CONTROLLER with at least thirty (30) days' prior notice, and such notice will indicate the reasons for the audit request;

11.2.2 conducted not more than twice a year, unless such audit is also requested by a supervisory authority;

11.2.3 conducted at the sole expense of CONTROLLER.

11.3 Amendments to this DPA are only valid when mutually agreed upon in writing and duly signed by both Parties.

12. GOVERNING LAW

12.1 The laws of the Netherlands govern the Agreement and all matters arising therefrom or connected therewith.

12.2 The competent courts of the Netherlands shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement and this DPA.

13. CONTACT NOVOSERVE

To make sure that the mutual commitment will result in a sustainable relationship, NOVOSERVE will do its utmost to be as transparent as possible. Contact NOVOSERVE should any questions arise after reading this document. NOVOSERVE's address is: NovoServe B.V., Gildenbroederslaan 1, 7005 BM, Doetinchem, the Netherlands. Email: sales@novoserve.com. Telephone: +31 (0) 88 668 62 53. To learn more about NOVOSERVE, please visit <https://www.novoserve.com/>.

NOVOSERVE

Signature:

CLIENT

Signature:

Name:

Title:

Date:

Name:

Title:

Date: