Processing agreement NEXXT journeys

Version: 1.1

This Processor Agreement applies to all forms of processing of personal data by NEXXT journeys, registered in the trade register of the Chamber of Commerce under number 57075271 (hereinafter referred to as: "Processor") for the benefit of the other party to whom it provides services (hereinafter referred to as: "Controller") on the basis of the agreement concluded between the parties (hereinafter referred to as: "Underlying Assignment").

1. Purposes of processing

1. Processor undertakes to process personal data on behalf of the Controller under the terms of this Processor Agreement. Processing will only take place in the context of the management of the accounting and (financial) administration of the Controller, plus those purposes that are reasonably related to this or that are determined with further consent.

2. The personal data processed by the Processor in the context of the activities referred to in the previous paragraph and the categories of data subjects from whom they originate are listed in Annex 1. Processor will not process the personal data for any purpose other than as determined by the Controller. The Controller will inform the Processor of the processing purposes insofar as these are not already mentioned in this Processor Agreement.

3. The personal data to be processed on behalf of the Controller remain the property of the Controller and/or the data subjects concerned.

2. Processor's obligations

1. With regard to the processing referred to in Article 1, the Processor will ensure compliance with the applicable laws and regulations, including in any case the laws and regulations in the field of the protection of personal data, such as the General Data Protection Regulation (GDPR).
2. Processor will inform the Controller, at its first request, of the measures it has taken regarding its obligations under this Processor Agreement.
3. Processor ensures that its employees have access to the personal data. Processor will restrict the access of employees to the employees for whom access is necessary for their work, with access limited to personal data that these employees need for their work. Processor also ensures that the employees who have access to the personal data have received a correct and complete instruction about the handling of personal data and that they are familiar with the responsibilities and legal obligations.
4. The Processor shall immediately inform the Controller if, in his opinion, an instruction from the Controller is contrary to the legislation referred to in paragraph 1.
5. Processor will, to the extent within its control, provide assistance to the Controller for the purpose of carrying out data protection impact assessments.
6. In accordance with Article 30 GDPR, the Processor will carry out a register of all categories of processing activities, which it performs for the benefit of the Controller under this Processor Agreement.

3. Transfer of personal data

1. In the execution of the Underlying Assignment, the Processor may have to engage third parties who process certain personal data under our supervision and responsibility. These third parties are mainly located in the European Economic Area (EEA). A number of third parties may be located in countries outside the EEA such as in the United States, where appropriate no adequate level of protection for personal data applies, as provided in the EEA. In order to protect the processing of personal data and to comply with legal obligations, the Processor will only engage third parties as sub-processors who offer sufficient guarantees with regard to the use of appropriate technical and organisational security measures. Processor will conclude a sub-processor agreement with these third parties, providing sufficient protection with regard to the processing of personal data. These third parties may not process the personal data in any way other than those ordered by the Processor.

4. Division of responsibility

1. Processor makes available ICT resources for the processing operations that can be used by the Controller for the purposes mentioned above. Processor only carries out processing on the basis of separate agreements.
2. Processor is solely responsible for the processing of the personal data under this Processor Agreement, in accordance with the instructions of the Controller and under the express (final) responsibility of the Controller. For the other processing of personal data, including in any case, but not limited to, the collection of the personal data by the Controller, processing for purposes not provided by the Controller. Processor, processing by third parties and/or for other purposes, processor is explicitly not responsible.
3. The Controller guarantees that the content, use and order for the processing of the personal data referred to in this Processor Agreement are not unlawful and do not infringe any right of third parties.

5. Engaging third parties

1. Processor is entitled to engage other processors (subprocessors) to carry out certain activities arising from the Underlying assignment, for example if these sub-processors have specialist knowledge or resources that the Processor does not have, or is necessary for the execution of the Underlying Assignment. If the use of sub-processors results in these personal data being processed, the Processor will (in writing) impose the obligations under this Processor Agreement on those sub-processors. At the first request of the Controller, the Processor will inform the Controller of intended changes regarding the addition or change of subprocessors. The controller may object to such changes on reasonable grounds. This may in some cases mean that Processor must terminate the Child Command. Whether an assignment should be terminated for this reason is for the sole assessment of the Processor.
2. Processor is responsible for the correct compliance with the obligations of this Processor Agreement by these third parties and is liable for all damage as if it had committed the error(s) itself in the event of errors by these third parties.

6. Security

1. Processor will endeavour to take sufficient technical and organisational measures with regard to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorised knowledge, deterioration, alteration or disclosure of the personal data).
2. Processor does not guarantee that its security is effective under all circumstances. In the absence of an explicitly defined security in this Processor Agreement, the Processor will endeavour to ensure that the security will meet a level that, given the state of the art, the sensitivity of the personal data and the costs associated with establishing security, is not unreasonable.
3. The Controller will only make personal data available to the Processor for processing if it has ensured that the required security measures have been taken. The Controller

is responsible for compliance with the measures agreed by the Parties.

7. Reporting obligation

1. If there is a data breach (which means: a security breach that accidentally or unlawfully leads to – or cannot reasonably be ruled out that this can lead to – the destruction, loss, alteration or unauthorised provision of or unauthorized access to personal data transmitted, stored or otherwise processed) then the Processor shall inform the Controller accordingly.
2. Processor strives to do so within 48 hours after Processor has discovered this data breach, or as soon as possible after processor has been informed about this by the subprocessors. Processor will provide the Controller with the information it reasonably needs to – if necessary – make a correct and complete report to the Dutch Data Protection Authority and possibly the data subject(s) in the context of the Data Breach Reporting Obligation or the Processor will forward the notification of the sub-processor to the Controller. Also from the door. The Processor, or the sub-processor, is always informed as a result of the data breach.
3. The notification of data breaches to the Dutch Data Protection Authority and (possibly) the data subject(s) is always the responsibility of the Controller as well as the (keeping) of a register of data breaches.

8. Duty of confidentiality

1. Processor will keep the personal data provided secret, unless this is not possible on the basis of a legal obligation or the Controller has given explicit permission to provide the information to Third Parties, or if the provision of the information to Third Parties is logically necessary given the nature of the assignment provided and the execution of this Processor Agreement.
2. If the Processor is required by law to provide personal data, the Processor will verify the basis of the applicant's request and identity and the Processor will immediately inform the controller in this regard prior to the provision. Unless legal provisions prohibit it.
3. Processor ensures that its employees and sub-processors comply with this confidentiality, by including a duty of confidentiality in the (employment) agreements.
4. This provision continues even after this Processor Agreement has already ended for any reason.

9. Processing requests from data subjects

1. In the event that a data subject submits a request for the exercise of his/her legal rights (Article 15-22 GDPR) to the Processor, the Processor will forward the request to the Controller, and the Controller will further process the request. Processor may

inform the data subject accordingly.

10. Audit

1. The Controller has the right to have audits carried out by an independent third party that is bound by confidentiality to verify compliance with all points of the Processor Agreement, and everything directly related to it.
2. This audit may take place in the event of a concrete suspicion of misuse of personal data.
3. Processor will cooperate with the audit and make available to employees all information reasonably relevant to the audit, including supporting data such as system logs, and employees as soon as possible.
4. The findings resulting from the audit carried out will be assessed by the Parties by mutual agreement and, as a result, whether or not implemented by one of the Parties or by both Parties jointly.
5. The costs of the audit are borne by the Controller.

11. Liability

1. The parties expressly agree that with regard to liability, the provisions of the Underlying Assignment with associated General Terms and Conditions NEXXT Journeys apply.

12. Duration and termination

1. This Processor Agreement is concluded by signing the Parties and on the date of the last signing. Acceptance and signature by the Controller of this Processing Agreement is made by means of a separate explicit statement when entering into the Underlying Assignment under simultaneous electronic provision of this Processor Agreement.
2. This Processor Agreement has been entered into for the duration as stipulated in the Underlying Assignment between the Parties and in the absence thereof in any case for the duration of the cooperation.
3. As soon as the Processor Agreement has been terminated, for whatever reason and in any way whatsoever, the Processor will – at the choice of the Controller – return all personal data present with it in original or copy form to the Controller, and/or delete and/or destroy these original personal data and any copies thereof.
4. The costs of collecting and transferring personal data at the end of the Underlying assignment are at the expense of the Controller. The same applies to the costs of the destruction of the personal data. If the Controller asks for this, the Processor will give a cost estimate in advance.
5. Processor is entitled to revise this Processor Agreement from time to time. It will notify the Controller of the changes at least one month in advance. The Controller

may terminate by the end of this month if it cannot agree to the changes.

13. Portability

1. Subject to written agreement, the Parties are not permitted to transfer this Processor Agreement and the rights and obligations associated with it to another party.

14. Additions and modifications

1. Additions and amendments to this Processor Agreement are only valid if they have been written down. "Written" also includes changes communicated by e-mail, followed by an agreement by e-mail from the other party or other means of acceptance, whether or not made by electronic means.
2. A change in the personal data processed or in the reliability requirements, privacy regulations or requirements of the Controller may be grounds for supplementing or amending this Processor Agreement. If this leads to significant adjustments to the Underlying Assignment, or when the Processor cannot provide an appropriate level of protection, this may be reason for the Parties to terminate the Underlying Assignment.
3. The Controller will fully cooperate in adapting this Processor Agreement and making it suitable for any new privacy legislation, such as the Data Protection Implementation Act.

15. Final provisions

1. Dutch law applies to this Processor Agreement, the Dutch court has jurisdiction to hear all disputes arising out of or related to this Processor Agreement.

Annex a: overview of processing operations

This Annex describes in more detail the processing carried out by the Processor on behalf of the Controller.

Processor processes data for Controller of employees Controller, for the purpose of being able to manage and automate the HR administration of the Controller. Processor allows The Controller to store, manage, download and view reports about the HR administration. This may include the following data of the Data Subject:

- Name and address details
- Phone number
- Email address
- Function

- Birth
- Marital status
- Financial data
- IP addresses

Of the categories of persons concerned:

- Employees

The Controller guarantees that the personal data and categories of data subjects described in this Annex 1 are complete and correct, and indemnifies the Processor against any defects and claims resulting from an incorrect representation by the Controller.

Annex b: Overview of sub-processors and sub-processors categories

Not every sub-processor comes into contact with the same (amount) of personal data.

As much as possible is done per environment on data minimization.

Sub-processors in use:

- ActiveCampaign – CRM (www.activecampaign.com)
- MoneyBird – accounting (www.moneybird.nl)
- Stripe – payment service provider (www.stripe.com)
- GitLab – development environment (www.gitlab.com)
- Intercom – support (www.intercom.com)
- Saber – feedback-tool (www.saberfeedback.com)
- Zapier – interface between described tools (zapier.com)
- Slack – internal communication (www.slack.com)
- Calendly – planningstool (www.calendly.com)
- Google – Google calender, Google drive, Google Mail, Google Analytics (www.google.com)
- Advertising on Facebook (www.facebook.com), Linkedin (www.linkedin.com), Bing/Microsoft (www.bing.com), Google Adwords (www.google.com)
- Oxillion – hosting (www.oxillion.nl)
- Microsoft Azure – cloud hosting (azure.microsoft.com/)
- TypeForm – enquetetool (www.typeform.com)

Categories of sub-processors that NEXXT Journeys may use in the future, in accordance with Article 5.:

- Hosting providers & Cloud platforms
- E-signing supplier for documents