Data processing agreement

1. Verwerkingsverantwoordelijke Y B.V., registered with the Chamber of Commerce under number 32132132 (hereinafter: Controller),
   and
2. Verwerker X B.V., registered with the Chamber of Commerce under number 12312312 (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,
- the Processor is also willing to take the mandatory security measures, and other measures, imposed by the GDPR, insofar this is within its power,
- the Parties, in consideration of the requirements of Article 28(3) GDPR, wish to lay down their rights and obligations in writing.

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 storing data in the 'cloud' for the benefit of Controller, and associated online services, the transmission of newsletters for 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

2.1. Regarding the processing operations referred to in the previous clause, Processor shall comply with all applicable legislation, including at least all data processing

Article 6. Security

6.1. Processor shall use reasonable efforts to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processing operations involved, against loss or unlawful processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed).

6.2. Processor does not warrant that the security is effective under all circumstances. If any security measure explicitly agreed in this Data Processing Agreement is missing, then Processor shall use best efforts to ensure a level of security appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

6.3. Controller shall only provide personal data to Processor for processing if it has ensured that the required security measures have been taken. Controller is responsible for the parties' compliance with these security measures.

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 without undue delay an actual or threatened security or personal data breach.

7.2. A notification under the previous clause shall be made at all times.

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

- describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- include the name and contact details of the Data Protection Officer (if appointed) or a contact person regarding privacy subjects;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Article 8. Processing requests from data subjects

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:

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For the Processor
Name:
Position:
Date:

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