

## **Processor's Agreement EasyGenerator B.V.**

*In this relationship EASYGENERATOR is engaged by Customer to process personal data. In this connection, EASYGENERATOR has the role of 'Processor' and the Customer has the role of 'Controller'.*

This Processor's Agreement is an integral part of the agreements between the Parties (referred to below as: 'the Agreement').

### **The Parties**

- **EasyGenerator B.V.** with its registered office at Van Nelleweg 1 in Rotterdam, The Netherlands, registered in the Trade Register of the Chamber of Commerce under number 67709826 (referred to below as: '**EASYGENERATOR**');
- **Customer**;

EASYGENERATOR and the Customer are also jointly referred to below as: 'Parties',

### **whereas**

- Customer wishes to use the EASYGENERATOR services;
- EASYGENERATOR will, in the implementation of the Agreement, (possibly) process personal data within the meaning of Article 4 (1) of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, referred to below as: 'AVG'), on the instructions of Customer
- EASYGENERATOR is hereby considered to be a processor within the meaning of Article 4 (8) of the AVG;
- Customer is hereby considered to be a controller within the meaning of Article 4 (7) of the AVG, if it designates the purposes and means for the processing;
- EASYGENERATOR is willing to do so and is also willing to comply with the obligations concerning security and other aspects of the AVG and, until 25 May 2018, the Dutch Data Protection Act (Wet bescherming persoonsgegevens, referred to below as: 'Wbp');
- The Parties, partly with a view to the requirement in Article 28 (3) of the AVG, wish to set out in writing their rights and obligations by means of this Processor's Agreement (referred to below as: 'Processor's Agreement');
- Where reference is made in this Processor's Agreement to provisions in the AVG, this is intended to refer to the corresponding provisions in the Wbp until 25 May 2018.

### **Customer hereby declares**

## **Article 1. Purposes of processing**

- 1.1 EASYGENERATOR undertakes, subject to the conditions of this Processor's Agreement, to process personal data on the instructions of Customer. The personal data will only be processed within the framework of the Agreement and the purposes that are determined in mutual consultation.
- 1.2 The personal data that are or will be processed by EASYGENERATOR in connection with the Agreement, and the categories of data subjects from which they derive, are stated in Appendix 1. EASYGENERATOR shall not process the personal data for any purpose other than that determined by Customer. Customer shall inform EASYGENERATOR of the purposes of the data processing insofar as these are not already stated in this Processor's Agreement.
- 1.3 EASYGENERATOR has no control over the purpose of and means for the processing of personal data. EASYGENERATOR takes no decisions about the receipt and the use of the personal data, the provision to third parties and the duration of the storage of personal data.

## **Article 2. Parties obligations**

- 2.1 With regard to the processing operations referred to in Article 1, both Parties shall ensure compliance with the conditions applying to the processing of personal data pursuant to the Wbp and the AVG.
- 2.2 Customer guarantees that the content, the use and the instructions for the processing of the personal data as referred to in this Processor's Agreement are not unlawful and do not infringe any right of third parties.
- 2.3 The obligations of EASYGENERATOR that arise from this Processor's Agreement shall also apply to those who process personal data under the authority and on the instructions of EASYGENERATOR.

## **Article 3. Transfer of personal data**

- 3.1 EASYGENERATOR is permitted to process the personal data in countries within the European Union. Transfer to countries outside the European Union is permitted with due observance of the applicable laws and regulations.
- 3.2 EASYGENERATOR will notify the Customer at his first request about which country or countries outside the European Union it concerns.

## **Article 4. Allocation of responsibilities**

- 4.1 The permitted processing operations shall be performed by EASYGENERATOR in a (semi-) automated environment.
- 4.2 EASYGENERATOR is solely responsible for the processing of the personal data under this Processor's Agreement, in accordance with the Customer's instructions and under the explicit responsibility of the Customer. For the other processing of personal data, including in any case but not limited to the collection of personal data by the Customer, processing for purposes not reported by Customer to EASYGENERATOR, processing by third parties and / or for other purposes, EASYGENERATOR is expressly not responsible.

## **Article 5. Engaging third parties or subcontractors**

- 5.1 Customer hereby authorizes EASYGENERATOR to use a third party in the

processing of personal data, pursuant to this Processor's Agreement, with due observance of the applicable privacy legislation.

- 5.2 At the request of the Customer, EASYGENERATOR will inform Customer as soon as possible about the third parties it has engaged. Customer has the right to object to any third party. If Customer objects to the third parties engaged by EASYGENERATOR, the Parties will consult each other to find a suitable solution.
- 5.3 EASYGENERATOR, ensures in any case that these third parties take on the same obligations in writing as agreed between Customer and EASYGENERATOR.

## **Article 6. Security**

- 6.1 EASYGENERATOR shall take appropriate technical and organisational measures concerning the processing operations of personal data to be carried out, against loss or any form of unlawful processing (such as unauthorised access, corruption, alteration or provision of the personal data).
- 6.2 EASYGENERATOR has in any case taken the following measures:
  - logical access control, making use of strong passwords;
  - physical measures for access protection;
  - automatic logging of all actions involving personal data;
  - encrypted data transfers;
  - organisational measures for access protection;
  - protection of network connections through Secure Socket Layer (SSL) technology;
  - control of granted powers.

## **Article 7. Obligation to report breaches**

- 7.1. In the event of a possible personal data breach (which shall be taken to include: 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, as referred to in Article 4 (12) (AVG) EASYGENERATOR shall inform Customer thereof immediately or no later than within twenty four (24) hours after it was detected further to which Customer shall assess whether it will inform the supervisory authorities and/or data subjects.
- 7.2. On the request of Customer EASYGENERATOR shall cooperate in informing the relevant authorities and any data subjects. Customer shall be responsible for reporting to the relevant authorities and/or data subjects.
- 7.3. EASYGENERATOR obligation to report to Customer shall in any case involve reporting the fact that there has been a breach, as well as:
  - the date on which the breach occurred (if no exact date is known: the period within which the breach occurred;
  - the (suspected) cause of the breach;
  - the date and time when the breach became known to EASYGENERATOR or a third party or subcontractor engaged by it;
  - the number of persons whose data have been leaked (if no exact number is known: the minimum and maximum number of persons

- whose data have been leaked);
- a description of the group of persons whose data have been leaked, including the category or categories of personal data leaked;
- whether the data were encrypted, hashed or otherwise rendered unintelligible or inaccessible for unauthorised persons;
- the measures taken or proposed to be taken to address the personal data breach and to mitigate its effects;
- contact details for the follow-up of the report.

### **Articles 8. Rights of data subjects**

- 8.1 In the event that a data subject addresses a request concerning one of its statutory rights, as referred to in the Wbp or AVG, to EASYGENERATOR, EASYGENERATOR shall forward this request to Customer, and Customer will subsequently deal with the request. EASYGENERATOR may notify the data subject of this.
- 8.2 In the event that a data subject addresses a request as referred to in Article 8.1 to Customer EASYGENERATOR shall, if so requested by Customer cooperate in complying with that request.

### **Article 9. Obligation of confidentiality**

- 9.1. All personal data that the EASYGENERATOR receives from Customer and/or collects itself within the context of this Processor's Agreement is subject to an obligation of confidentiality towards third parties. the EASYGENERATOR will refrain from using this information for any purpose other than that for which it has acquired it.
- 9.2. This obligation of confidentiality shall not apply insofar as Customer has given explicit consent for the information to be provided to third parties, if disclosure of the information to third parties is logically necessary given the nature of the issued assignment and the implementation of this Processor's Agreement, or if there is a legal obligation to provide the information to a third party.

### **Article 10. Audit**

- 10.1. Customer is entitled to have audits conducted by an independent IT expert third party bound to maintain confidentiality to check compliance with all points in this Processor's Agreement.
- 10.2. This audit will only take place after Customer has requested and assessed audits conducted by EASYGENERATOR and presented reasonable arguments that justify an audit initiated by Customer. Such an audit is justified when the similar audit reports at EASYGENERATOR give no or insufficient information about the compliance with this Processor's Agreement by EASYGENERATOR. The audit initiated by Customer will take place once a year, after a two weeks written prior notice by Customer.
- 10.3. EASYGENERATOR will cooperate with the audit and all relevant information reasonably relevant to the audit, including supporting data such as system logs, and employees as timely as possible and within a reasonable period of time, with a maximum period of two weeks being reasonable unless an urgent interest oppose to this.
- 10.4. The findings arising from the audit performed shall be assessed by the Parties

in mutual consultation and, further thereto, be implemented or not be implemented by one of the Parties or both Parties jointly.

10.5. The costs for the audit will be borne by Customer.

#### **Article 11. Duration and termination**

11.1 This Processor's Agreement has been entered into for the term stated in the Agreement between the Parties, in the absence of which it will at least apply for the duration of the collaboration.

11.2 The Processor's Agreement cannot be terminated prematurely.

11.3 The Parties may amend this Processor's Agreement only by mutual agreement.

11.4 In the event of termination, dissolution or notice of termination of this Processor's Agreement, on request, for whatever reason and in whatever manner, EASYGENERATOR shall of its own accord (i) provide to Customer all personal data obtained from or on behalf of Customer in the manner and format agreed upon by both Parties, (ii) immediately cease the processing of the personal data, (iii) provide to Customer all documents in which the personal data are recorded, and (iv) permanently delete all personal data that is stored electronically from the data carrier, or, insofar as permanent deletion from the data carrier is not possible, destroy the data carrier. On the first request of Customer, EASYGENERATOR shall confirm in writing to Customer that EASYGENERATOR has complied with all obligations pursuant to this article.

#### **Article 12. Other provisions**

12.1 The Processor's Agreement and its implementation are governed by Dutch law.

12.3 Any disputes that may arise between the Parties in connection with the Processor's Agreement will be submitted to the competent court in the district where EASYGENERATOR is established.

12.4 If one or more provisions of the Processor's Agreement should prove to be unlawful, the other provisions of the Processor's Agreement will remain in effect. The Parties will then consult with each other on any provisions that are legally invalid so as to agree on replacement provisions that are legally valid, the purport of which corresponds as closely as possible to the original provisions.

12.5 The Parties will provide full cooperation to each other in amending the present Processor's Agreement and adapting it to any new privacy legislation.

## **Appendix 1: Specification of personal data and data subjects**

### **Personal data**

In connection with the Agreement, EASYGENERATOR will process the following (special) personal data of Customer Employees, Customers and other Users on the instructions of Customer:

- a) Personal Data (e.g. name, title, jobtitle, education, work certificates, personal interests, photo, etc.)
- b) Organizational data of e. g. internal Users or managers and HR personnel responsible for Course subscriptions.
- c) Application process data (e.g. questions in courses, feedback, courses taken, course scores, etc.)
- d) Online Data (e.g. IP address, User ID, mobile device used, operating system, internet provider, date and time of logon and logoff)
- e) Communication Data (e.g. Email address, private and business address, private and business phone numbers, Skype ID, social network IDs, email content)
- f) Online Usage Data related to the EasyGenerator Platform (e.g. cookie IDs, Digital Fingerprints, IP addresses, URL history, etc.)
- g) Logging data