

Processor's Agreement

The Parties:

1. having its registered office at,
(hereinafter: the Person Responsible for Processing), legally represented in this matter by..... and
2. the private limited company Complies B.V., having its registered office at Handelsweg 30-32, 9482WE Tynaarlo, entered in the Chamber of Commerce under number 020 498 41, (hereinafter: the Processor), legally represented in this matter by Mr Arjan Bergsma; **whereas**
 - the Person Responsible for Processing processes Personal Data of Those Concerned;
 - the Person Responsible for Processing wishes to have certain forms of processing carried out by the Processor, whereby the Person Responsible for Processing indicates the purpose and the means;
 - the Processor is also willing to take the measures concerning security and other aspects of the General Data Protection Regulation (hereinafter: "GDPR") required by law, insofar as this lies within his powers;
 - The Parties, partly in view of the requirement stipulated in Article 28 paragraph 3 of the GDPR, wish to lay down their rights and obligations in writing.

agree as follows:

Definitions

GDPR: the General Data Protection Regulation (regulation (EU) 2016/679) including the implementing legislation applicable to this regulation.

Person Concerned: the person to whom the Personal Data relates, as referred to in Article 4 paragraph 1 of the GDPR.

Infringement in connection with Personal Data: an infringement on the security that accidentally or unlawfully results in the destruction, loss, amendment or unlawful provision of or unlawful access to transferred, stored or otherwise processed Personal Data as referred to in Article 4 paragraph 12 of the GDPR.

Main Agreement: the main agreement(s) entered into between the Person Responsible for Processing and the Processor, including any annexes, to which this Processor's Agreement relates.

Employees: Persons working for the Person Responsible for Processing or the Processor, on either a permanent or a temporary basis.

The Parties: The Person Responsible for Processing and the Processor.

Personal Data: all information about an identified or identifiable natural person (the Person Concerned) processed in the context of the Main Agreement as referred to in Article 4 paragraph 1 of the GDPR; a natural person regarded as identifiable who can be identified directly or indirectly, especially on the basis of an identifier such as a name, an identification number, location details, an online identifier or one or more components that are typical of the physical, physiological, genetic, psychic, economic, cultural or social identity of that natural person.

Sub-Processor: another processor brought in by the Processor to process Personal Data on behalf of a Person Responsible for Processing.

Processor: the natural person or legal entity, a government organisation, a service or another body that processes Personal Data on behalf of the Person Responsible for Processing as referred to in Article 4 paragraph 8 of the GDPR.

Processing: a revision or entirety of revisions relating to Personal Data or an entirety of Personal Data, whether or not carried out via automated processes, such as gathering, recording, organising, structuring, saving, updating or amending, requesting, consulting, using, providing by means of transfer, distributing or in any other way providing, aligning or combining, safeguarding, deleting or destroying data as referred to in Article 4 paragraph 2 of the GDPR.

Person Responsible for Processing: the natural person or legal entity, a government organisation, a service or another body which, either alone or with others, determines the purpose of and the resources for processing Personal Data as referred to in Article 4 paragraph 7 of the GDPR.

Processor's Agreement: this Processor's Agreement for recording the agreements as referred to in Article 28 paragraph 3 of the GDPR.

Dropshipments: Having goods delivered directly by the processor to the customer of the person responsible for processing.

Article 1. Purposes of processing

1.1. The Processor processes Personal Data in accordance with the content of this Processor's Agreement. Processing shall only take place in the context of processing orders, delivering these orders, any dropshipments, aftersales and those purposes that are reasonably associated therewith or that are determined with further consent.

1.2. The Personal Data being processed by the Processor in the context of the work referred to in the previous paragraph and the categories of Those Concerned from whom these data originate, can be found in **Annex 1**. The Processor shall not process the Personal Data for any purpose other than those determined by the Person Responsible for Processing. The Person Responsible for Processing shall notify the Processor of the purposes of processing insofar as these have not already been referred to in the Processor's Agreement.

Article 2. Obligations of the Processor

2.1. With regard to the processing referred to in Article 1, the Processor shall ensure compliance with the applicable legislation and regulations, including the legislation and regulations relating to the safeguarding of Personal Data, such as the GDPR.

2.2. The Processor shall, at his initial request, notify the Person Responsible for Processing about the measures taken by him in relation to his obligations under this Processor's Agreement.

2.3. The Processor's obligations ensuing from this Processor's Agreement also apply to those persons processing Personal Data under the authority of the Processor, including but not limited to employees in the broadest sense of the word.

2.4. The Processor shall notify the Person Responsible for Processing immediately if he believes that an instruction given by the Person Responsible for Processing is in breach of the legislation referred to in paragraph 1.

2.5. The Processor shall, insofar as that lies within his power, assist the Person Responsible for Processing in conducting a data protection impact assessment (PIA).

2.6. The Processor shall, in accordance with Article 30 of the GDPR, keep a record of all categories of processing activities that he carried out on behalf of the Person Responsible for Processing under this Processor's Agreement. Upon request, the Processor shall grant the Person Responsible for Processing access to this.

Article 3. Transfer of Personal Data

3.1. The Processor may process the Personal Data in countries within the European Economic Area. Transfer to countries outside of the European Economic Area is prohibited.

Article 4. Sharing of responsibility

4.1. The permitted processing shall be performed by Employees of the Processor within an automated environment.

4.2. The Processor is solely responsible for processing the Personal Data under this Processor's Agreement, in accordance with the instructions of the Person Responsible for Processing and under the express responsibility or ultimate responsibility of the Person Responsible for Processing. The Processor is expressly not responsible for all other processing of Personal Data, including but not limited to the gathering of Personal Data by the

Person Responsible for Processing, processing for purposes not reported by the Person Responsible for Processing to the Processor, processing by third parties and/or for other purposes.

4.3. The Person Responsible for Processing guarantees that the content, use and instruction to process the Personal Data as referred to in this Processor's Agreement are not unlawful and do not infringe any third-party rights.

Article 5. Employment of Sub-Processors

5.1. In the context of this Processor's Agreement, the Processor makes use of the Sub-Processors referred to in **Annex 2**. Otherwise, the Processor does not make use of Sub-Processors without the prior written consent of the Person Responsible for Processing.

5.2. The Processor shall in any case ensure that these Sub-Processors adopt at least the same written obligations as have been agreed between the Person Responsible for Processing and the Processor. The Person Responsible for Processing has the right to view the agreements that may be associated with this.

5.3. The Processor is responsible for correct compliance with these obligations ensuing from this Processor's Agreement by these third parties and in the event that these Sub-Processors make any mistakes, is personally liable for any loss or damage caused as if he was personally at fault.

Article 6. Security

6.1. The Processor shall make every effort to take adequate technical and organisational measures in relation to processing Personal Data against loss or any form of unlawful processing (such as unauthorised access, violation, amendment or supplying of Personal Data).

6.2. The Processor has in any case taken the following measures:

- A secured internal network
- Physical measures for access security
- Organisational measures for access security
- Strong password policy
- Random checks on policy compliance
- Purpose-related access restrictions
- Securing of network connections via Secure Socket Layer (SSL) technology
- Monitoring of granted competences

6.3. The Processor cannot guarantee that the security is effective under all circumstances. In the event that express described security is missing from the Processor's Agreement, the Processor shall make every effort to safeguard the data at a level that is not unreasonable given the state of the art, the sensitivity of the Personal Data and the costs associated with the taking of the security measures.

6.4. The Person Responsible for Processing shall only provide the Processor with Personal Data for processing if she can be sure that the necessary security measures have been taken. The Person Responsible for Processing is responsible for compliance with the measures agreed by the Parties.

Article 7. Duty to report

7.1. The Person Responsible for Processing is at all times responsible for reporting a security leak and/or data leak (including: an infringement of the security of Personal Data resulting in a risk of adverse consequences, or has adverse consequences, for the safeguarding of Personal Data) to the supervisor and/or Persons Concerned. To enable the Person Responsible for Processing to meet this legal requirement, the Processor shall notify the Person Responsible for Processing of the security leak and/or data leak within 48 hours of becoming aware of the leak.

7.2. The relevant person must be notified at all times, but only if the incident has actually occurred.

7.3. In any case, the duty to report includes reporting the fact that there has been a leak, as well as:

- the nature of the infringement in connection with Personal Data, where possible stating the categories of Persons Concerned and Personal Data in question and the approximate number of Persons Concerned and Personal Data Registers in question;
- the name and contact details of the person responsible for data protection or another point of contact where further information can be obtained;
- the potential consequences of the infringement in connection with Personal Data;
- the measures proposed or taken by the Processor to tackle the infringement in connection with Personal Data, including, in this case, the measures for limiting any negative consequences of this.

7.4. In accordance with Article 33.5 of the GDPR, the Processor shall document all data leaks, including the facts surrounding the infringement in connection with Personal Data, the consequences of this and the corrective measures taken. Upon request, the Processor shall grant the Person Responsible for Processing access to this.

Article 8. Handling requests by the Persons Concerned

8.1. In the event that one of the persons concerned submits a request to the Processor to exercise his/her legal rights (Article 15-22 of the GDPR), the Processor shall handle the request himself and notify the Person Responsible for Processing that he has done so.

8.2. The Processor may not forward the costs for handling the request to the Person Responsible for Processing.

Article 9. Secrecy and confidentiality

9.1. A duty to maintain confidentiality towards third parties applies to all Personal Data that the Processor receives from the Person Responsible for Processing and/or gathers himself in the context of this Processor's Agreement. The Processor shall not use this information for any purpose other than that for which he has obtained it, even if it has been brought in such a form that it cannot be traced back to the Persons Concerned.

9.2. This duty to maintain confidentiality does not apply insofar as the Person Responsible for Processing has given express consent to supply the information to third parties if the provision of the information to third parties is obviously necessary given the nature of the instruction given and the execution of this Processor's Agreement, or if a statutory obligation exists to provide the information to a third party.

Article 10. Audit

10.1. The Person Responsible for Processing has the right to have audits conducted by an independent third party bound by confidentiality to monitor compliance with the security requirements, compliance with the general rules surrounding processing of Personal Data, misuse of Personal Data by the Processor's Employees, compliance with all points ensuing from the Processor's Agreement, and everything directly related to it.

10.2. This audit may be conducted once a year.

10.3. The Processor shall collaborate on the audit and all information that is reasonably relevant to the audit, including supporting information such as system logs, and make Employees available as soon as possible.

10.4. The Parties shall evaluate the findings of the audit in mutual consultation, before one or both of the Parties together implements them or not.

10.5. The costs of the audit are covered by the Person Responsible for Processing.

Article 11. Liability

11.1. The Parties expressly agree that liability is subject to normal statutory regulation.

11.2 If the Processor fails to meet the obligations ensuing from this agreement, the Person Responsible for Processing may declare him to be in default. The notice of default shall be effected in writing, giving the Processor a reasonable period of time within which he can meet his obligation. If the Processor fails to meet his obligation within this period, the Processor is in default. The Processor is in default if compliance with the respective obligations is already permanently impossible other than by force majeure.

11.3 In the event that the Processor fails to meet any obligation placed on him in this agreement or by virtue of law, or fails to do so in good time, and having defaulted to the Person Responsible for Processing, the Processor has a period of 14 days in which to rectify this omission. If the omission is not rectified within the specified period and the Processor is alleged to be responsible for this, this liability is limited to the amount that, according to the Processor's liability insurer, shall be paid for the case in question, yet in no case more than the annual invoice amount between the Parties to this agreement.

Article 12. Term and termination

12.1. This Processor’s Agreement enters into force upon signing by the Parties and on the date of the latest signature.

12.2. This Processor’s Agreement has been entered into for the term stipulated in the Main Agreement between the Parties, and if not stipulated, for the duration of the collaboration.

12.3. As soon as the Processor’s Agreement is terminated for whatever reason and by whatever means, the Processor shall – at the decision of the Person Responsible for Processing – return all Personal Data in his possession to the Person Responsible for Processing in original or copy format, and/or delete and/or destroy such original Personal Data and any copies thereof.

12.4. The Parties may only amend this Processor’s Agreement by mutual written consent.

Article 13. Applicable law and settlement of disputes

13.1. The Processor’s Agreement and its execution are subject to the law of the Netherlands.

13.2. Any disputes that should occur between the Parties in connection with the Processor’s Agreement shall be brought before the competent court for the district in which the Processor is registered.

Signed,

On behalf of the Person Responsible for Processing:

Name:

Job title:

Date:

.....

On behalf of the Processor:

Name: Arjan Bergsma

Job title: Managing Director

Date: 25/05/2018

.....

Annex 1: Specification for Personal Data and Those Concerned

Personal Data

In the context of Article 1.1 of the Processor's Agreement, the Processor shall process the following Personal Data or Special Personal Data on the instruction of the Person Responsible or Processing:

- Telephone number
- E-mail address
- Name and address details

Of the categories of Persons Concerned:

- Customers

The Person Responsible for Processing guarantees that the Personal Data and categories of Persons Concerned described in this Annex 1 are complete and correct, and indemnifies the Processor against any faults or claims resulting from an incorrect account given by the Person Responsible for Processing.

Annex 2: Specification for Sub-Processors

Sub-Processors:

In the context of Article 5 of the Processor's Agreement, the Processor makes use of the following Sub-Processors:

- Wiseconn B.V.

This Sub-Processor is responsible for the development and maintenance of the Processor's IT system.

- Skyberate B.V.

This Sub-Processor is responsible for the hosting of the servers on which the Processor processes Personal Data.

- Transsmart B.V.

This Sub-Processor is responsible for processing our shipping data.

- Well-known package delivery companies, at the time of signing but not limited to:

Sluyter Logistics

UPS

DHL

Transmission

Redjepakketje BV

DPD