



# STANDARD DATA PROCESSING AGREEMENT

Comprised of:

Part 1. Data Pro Statement

Part 2. Standard Clauses for Data Processing

V2018.03

**Dutch and English version**

The Data Pro Code was originally drafted in Dutch. The English version is for convenience only. In case of conflict between the Dutch and the English version, the Dutch version prevails.

# PART 1: DATA PRO STATEMENT

Along with the Standard Clauses for Data Processing, this Data Pro Statement constitutes the data processing agreement for the product or service provided by the company that has drawn up this Data Pro Statement.

## GENERAL INFORMATION

### 1. This Data Pro Statement was drawn up by

#### *Cside Global B.V.*

Amundsenweg 6  
4462 GP GOES  
KVK: 22042020

If you have any queries about this document or data protection in general, please contact:

#### *Data Protection Officer (DPO)*

Amundsenweg 6  
4462 GP GOES  
+31 (0)113-236000

### 2. This Data Pro Statement will enter into force on 1<sup>st</sup> April 2018

We regularly revise the security measures outlined in this Data Pro Statement to ensure that we are always fully prepared and up to date with regard to data protection. If this document is updated, we will notify you of the revised versions through our regular channels.

### 3. Signature

A signed version of this document is available for our clients. Please ask for it via your regular Cside Global contact.

**4. This Data Pro Statement applies to the following products and services provided by the data processor**

Products:

- iONE
- iONE Workguide
- UniLiving 3 & Combiflex
- Edishopper
- Web & other applications
- Managed (Cloud) Services
- Hardware & Supplies

Services:

- Consultancy
- Support
- Custom development

**5. Description of product/service**

A description of the products and services which are part of this Processor Agreement.

**4.1 iONE**

iONE, the successor of UniLiving 3, can be described as an ERP (Enterprise Resource Planning) software suite; a software package consisting of several sub- functionalities (modules) which together form a whole. Depending on the specific implementation and configuration of clients, iONE can automate a large number of business processes and administer various data. iONE includes, but is not limited to, functionalities for the administration of relations, articles, stocks, transactions, services, (delivery) schedules and automates various processes that result from, or lead to, the administration of this data. iONE contains almost all the functionalities that were present in UniLiving 3, and also features numerous extensions and additions to these functionalities, as well as a large number of completely new functions such as, but not limited to, an extensive product catalogue, (3D) product configurator, a configuration builder, task management and workflow, visual resource and route planning, etc.

iONE is mainly aimed at users in the furniture industry and related industries, such as: the baby and children's industry, garden furniture, home textiles and sleep specialist stores. However, the software is also ideal for various other industries. The software is suitable for retail, wholesale, suppliers / producers and branch organizations.

**4.2 iONE Workguide**

Specifically for the area of absence registration, additional functionality has been developed within the iONE software suite. This functionality includes an in-depth expansion of the registration of personal data of business relations, and facilitates certain processes typical to this sector, such as the registration of employee absence.

**4.3 UniLiving 3**

UniLiving 3, the predecessor of iONE, can also be described as an ERP (Enterprise Resource Planning) software suite; a software package consisting of several sub-functionalities (modules) which together form a whole. Depending on the specific implementation and

configuration of clients, UniLiving 3 can automate a large number of business processes and manage various data. UniLiving 3 includes, but is not limited to, functionalities for the administration of relations, articles, stocks, transactions, services, (delivery) schedules and automates various processes that result from, or lead to, the administration of such data. UniLiving 3 is mainly intended for users in the furniture industry and related industries, such as: the baby and children's industry, garden furniture, home textiles and sleeping specialty shops. The software is suitable for retail, wholesale, suppliers / producers and branch organizations.

#### **4.4 EdiShopper**

EdiShopper can be described as an ERP (Enterprise Resource Planning) software application consisting of multiple sub-functionalities that each automate a specific process and / or administer specific data. Depending on the specific implementation and configuration of clients, EdiShopper can automate a large number of business processes and administer various data. The application includes, but is not limited to, functionalities for the administration of relations, articles, stocks, transactions and automates various processes that arise from or lead to the administration of these data.

EdiShopper is mainly intended for users in the furniture industry, and related industries such as: the baby and children's industry, garden furniture and sleep specialist shops. The software is primarily suitable for SME retail.

#### **4.5 Web & other applications**

Cside Global also develops several related applications and web modules. These additional applications and modules always serve a specific purpose for which data is usually exchanged with one of the before mentioned ERP applications. We hereby imply our (3D) inspiration applications, but primarily our webshop integration extensions which synchronize certain product and stock information as well as customer and order information between a Cside Global ERP application and an instance of the Magento open source e-commerce application. It is important to realize that Cside Global only develops and supplies software extensions for the Magento platform. As an additional service the Magento application might be installed, but the source code, as well as the usage including the processed information, does not belong to the rights nor responsibilities of Cside Global.

Our “web & other applications” are mainly aimed at retail users in the furniture industry and related industries, such as: the baby and children's industry, garden furniture, home textiles and sleep specialist stores. However, the software is also ideal for various other industries.

#### **4.6 Managed (cloud) services**

Our managed (cloud) services include all activities related to facilitating the storage of data and / or the execution of applications from external locations (such as a data centre), including accompanying support services and measures in the field of speed and security. Our managed services are delivered almost exclusively to clients of our software Products.

#### **4.7 Hardware & supplies**

Cside Global supplies hardware, including servers, PCs, routers, PIN equipment, IP telephony, handhelds, etc, as well as supplies such as printer toners, labels and other peripheral items. The products are produced and supplied by third parties. In certain cases, only parts are supplied by third parties and Cside Global takes care of the assembly of these parts and any installation of associated software. Our hardware & supplies products are delivered almost exclusively to clients of our software products.

#### **4.8 Consultancy**

In our case, consultancy is viewed as all services performed by the staff of Cside Global BV for training and / or promotion of knowledge and expertise with regard to the use of our (above-mentioned) software with the users of this software, as well as the analysing and advising on business processes, devices and methodologies with regard to various facets of business operations for our clients.

#### **4.9 Support**

In our case, support is viewed as all services performed by the staff of Cside Global BV in support of the users, as well as activities for the optimal functioning of our software for the users. The support offered can consist of several activities such as answering user questions and assistance in case of malfunctions or other calamities related to products and services supplied by us (except for malfunctions in the source code of our applications).

### **6. Intended use**

Product/service was designed and built to process the following types of data:

#### **5.1 iONE**

iONE has been designed and equipped to process a wide variety of data to manage business operations and associated processes. This includes: personal data, product data, company details, transaction data, stock records, etc. In addition, if the Workguide module is active, special personal data can be processed, including absence registration and medical data. Identified, as well as (directly and indirectly) identifiable personal data is processed in iONE.

An overview of data that can be processed, depending on usage, can be found below:

- Data on name, address and city with multiple addresses are possible
- Titles
- Gender
- Demographic data; date of birth, (preferred) language, marital status, number of children
- Social Security Number
- Relationship number (iONE ID number)
- Contact details, including telephone numbers and e-mail addresses
- Images such as (profile) photos can be linked
- Documents with personal data or other privacy-sensitive information can be linked
- Bank accounts and payment information

- IP address
- Transactions; orders and services and associated documents
- Relations with other people / companies and organizations
- Delivery preferences
- Digital signature

## 5.2 iONE Workguide

- Identification numbers of identity documents such as passport, ID card and driver's license
- Employment data, employment contracts, salary data and emoluments
- Skills and training
- ARBO connection number
- UWV registration number
- Trade union and trade union number
- Risk profile
- Insurance / cover; own risk and insured interest (including insurer and policy number)

Absentee record incl. Medical record.

With this product, account was taken for the processing of special personal data, but not data concerning criminal convictions and criminal offenses. Processing such data with the above described product is at the client's own discretion.

## 5.3 UniLiving 3 & Combiflex

UniLiving 3 and Combiflex are designed to process a wide variety of data for the administration of business operations and associated processes. These include: personal data, product data, company data, transaction data, stock records, etc. In UniLiving 3 and Combiflex both identified and (directly and indirectly) identifiable personal data are processed.

An overview of data that can be processed, depending on usage, can be found below:

- Data on name, address and city with multiple addresses are possible
- Titles
- Gender
- Demographic data; date of birth, (preferred) language, marital status, number of children
- Social Security Number
- Relationship number (UniLiving 3 ID number)
- Contact details, including telephone numbers and e-mail addresses
- Images such as (profile) photos can be linked
- Documents with personal data or other privacy-sensitive information can be linked
- Bank accounts and payment information
- IP address
- Transactions; orders and services and associated documents

- Relations with other people / companies and organizations
- Delivery preferences

With these products, no account was taken for the processing of special personal data, or data concerning criminal convictions and criminal offenses. Processing such data with the above described product is at the client's own discretion.

#### **5.4 Webshop integration extensions**

The webshop integration extensions are extensions for the Magento open source platform and serve the purpose to exchange data between a Cside Global ERP application and a Magento e-commerce instance. Extensions exist to exchange product and stock information, as well as a specific extension to send customer and order information from the webshop to a Cside Global ERP (such as iONE) for further processing. Cside Global only develops and supplies extensions for the Magento platform. The source code as well as the usage including the processed information, does not belong to the rights nor responsibilities of Cside Global. For further information on the processed data by the Magento application we would like to forward you to the following webpage: <https://magento.com/legal/terms>

Whenever one uses the transaction synchronization module, the following personal data may be synchronized between Magento and the Cside Global ERP application:

- Data on name, address and city with multiple addresses are possible
- Titles
- Relationship number (iONE ID number)
- Contact details, including telephone numbers and e-mail addresses
- Payment information
- Information on ordered goods
- Delivery preferences

With these products, no account was taken for the processing of special personal data, or data concerning criminal convictions and criminal offenses. Processing such data with the above described product is at the client's own discretion.

#### **5.5 Managed (cloud) services**

During the execution of managed services, our employees can come into contact with data that is made available directly (as data files) or indirectly (accessible through applications) to them by third parties or the client. All our employees have been informed by the employer and are well aware of the responsibility they bear when they come into contact with confidential and / or privacy-sensitive information and will handle it carefully and discreetly at all times, as contractually agreed with their employer.

With this service, no account was taken for the processing of special personal data, or data concerning criminal convictions and criminal offenses. Processing such data with the above described product is at the client's own discretion.

#### **5.6 Hardware & supplies**

The hardware, hardware components and supplies supplied by us do not contain and process data themselves. If additional activities (installations, configurations, etc.) are carried out, our employees can come into contact with data that is made available to them, directly (as data files), or indirectly (accessible through applications), by third parties or the client. All our employees have been informed by the employer and are well aware of the responsibility they bear when they come into contact with confidential and / or privacy-sensitive information and will handle it carefully and discreetly at all times, as contractually agreed with their employer.

With this service, no account was taken for the processing of special personal data, or data concerning criminal convictions and criminal offenses. Processing such data with the above described product is at the client's own discretion.

#### **5.7 Consultancy**

During the execution of consultancy services, our employees can come into contact with data that is made available directly (as data files) or indirectly (accessible through applications) to them by third parties or the client. All our employees have been informed by the employer and are well aware of the responsibility they bear when they come into contact with confidential and / or privacy-sensitive information and will handle it carefully and discreetly at all times, as contractually agreed with their employer.

With this service, no account was taken for the processing of special personal data, or data concerning criminal convictions and criminal offenses. Processing such data with the above described product is at the client's own discretion.

#### **5.8 Support**

During the execution of consultancy services, our employees can come into contact with data that is made available directly (as data files) or indirectly (accessible through applications) to them by third parties or the client. All our employees have been informed by the employer and are well aware of the responsibility they bear when they come into contact with confidential and / or privacy-sensitive information and will handle it carefully and discreetly at all times, as contractually agreed with their employer.

This service does not take into account the processing of special personal data, or data concerning criminal convictions and criminal offenses. Processing this data with the product described above by the client is at the client's own discretion.



**7. When the data processor designed the product or service, it applied the *privacy-by-design* approach in the following manner:**

**6.1 Security:**

Database:

Firstly, only carefully selected persons are enabled to gain direct database access. The persons (users) must have a username and password from the database to log in. The database has its own authentication mechanism of user ID and password. These users are created and managed by Cside Global. The user gains access to the database once the login has been authenticated. The permission that the user obtains to the various objects in the database, such as tables, is determined on the basis of the information stored in the database associates with the user account.

Encryption

Privacy-sensitive data is encrypted in the tables (iONE, Uniliving 3.0 and Combiflex only). This data is only visible to authenticated users.

Multi Factor Authentication

For iONE, a feature has been developed to apply Multi Factor Authentication (MFA). This means that a 2nd authentication is carried out in addition to the password. This makes it even more difficult for unauthorized persons to be able to log into the application.

SSL / TLS certificates

iONE setups and the Magento e-commerce applications installed by Cside Global are no longer supplied without TLS (previously SSL). By means of these certificates, secure connections are established between client and server. Cside Global can, if desired, request and install these certificates for you.

IP restrictions

Depending on the application and preferences of the customer, access to the iONE application is exclusively granted for authorized IP addresses. Interfaces which exchange data with external applications are always restricted based on IP address.

NB this strict security standard is only available if iONE has not been made available to your customers by means of Client Portal, for example. In that case, you can only log in to your iONE environment from selected workstations (with a specific IP address).

Password policy

All passwords used by Cside Global personnel in in-house developed or third party applications are of high quality.

**6.2 Privacy by Design and by Default**

Screen configuration: relevance of privacy sensitive data for users:

Due to complex technology developed using iONE, it is possible to protect privacy sensitive data through screen configurations and only make it available to users who are allowed access to this data.

#### Privacy settings including logging and timestamps:

Through the Customer Portal of iONE, a private person can be granted access to the application. By creating an account, this person can log in and see which of his data is registered, make changes to it, and request it to be deleted.

The person can also manage privacy settings. It can be determined for what purposes his / her data will be used, at any time. This also means that previously granted permission can be undone. The changes to privacy settings are recorded in a log. If required, an overview can be provided to the authorities.

#### Storage periods:

Unless there is no (legal) necessity, the person can be anonymized. Using various selections, the application user can request data from persons that are eligible for anonymization, because there is no longer a need to save the data of this person. This may include persons who have placed an order in the past, for which the retention obligation has passed. There is specific functionality to anonymize the data of natural persons on the basis of retention periods.

#### Export of privacy data

Under the GDPR the person whose data is held has the right to request this data, which means that an export of the personal data must be handed over in a structured and widely used format. This data can be exported to an Excel export file.

In addition, provisions have been made taking into account the privacy settings of the person for the export of data to Excel or Web services. The moment you provide third parties with privacy-sensitive data via Excel or Webservices, permission must be granted by the person. This can be granted through the privacy settings. The privacy settings can be managed in iONE. The Excel export and Web services can take these privacy settings into account, so no data can be exported or requested by third parties via Web services, for which the person has not granted permission to export.

### **8. The data processor will process the personal data provided by its clients within the EU/EEA.**

### **9. The data processor uses the following sub-processors:**

- RoutIT: For data lines and hosting services.
- The sub-processing of relevant data is regulated in a processor agreement between Cside Global BV. and RoutIT BV. (available upon request).
- PCExtreme: Hosting location, no access to systems by the party.

- Ahsay: For the online backup functionality. Backups are encrypted and not accessible to third parties.

**10. The data processor will support its clients in the following way when they receive requests from data subjects:**

Cside Global has set up a support desk to support all clients with an active support agreement. In case of questions regarding AVG-related system functionalities, please contact the support desk at telephone number +31 113 23 6000. The above also applies to specific questions regarding:

- Data portability
- Anonymisation
- Pseudonymisation

**11. Once an agreement with a client has been terminated, the data processor will delete the personal data it processes on behalf of the client within three months, in such a manner that they will no longer be able to be used and will be rendered inaccessible.**

## SECURITY POLICY

**12. The data processor has implemented the following security measures to protect its product or service:**

Products:

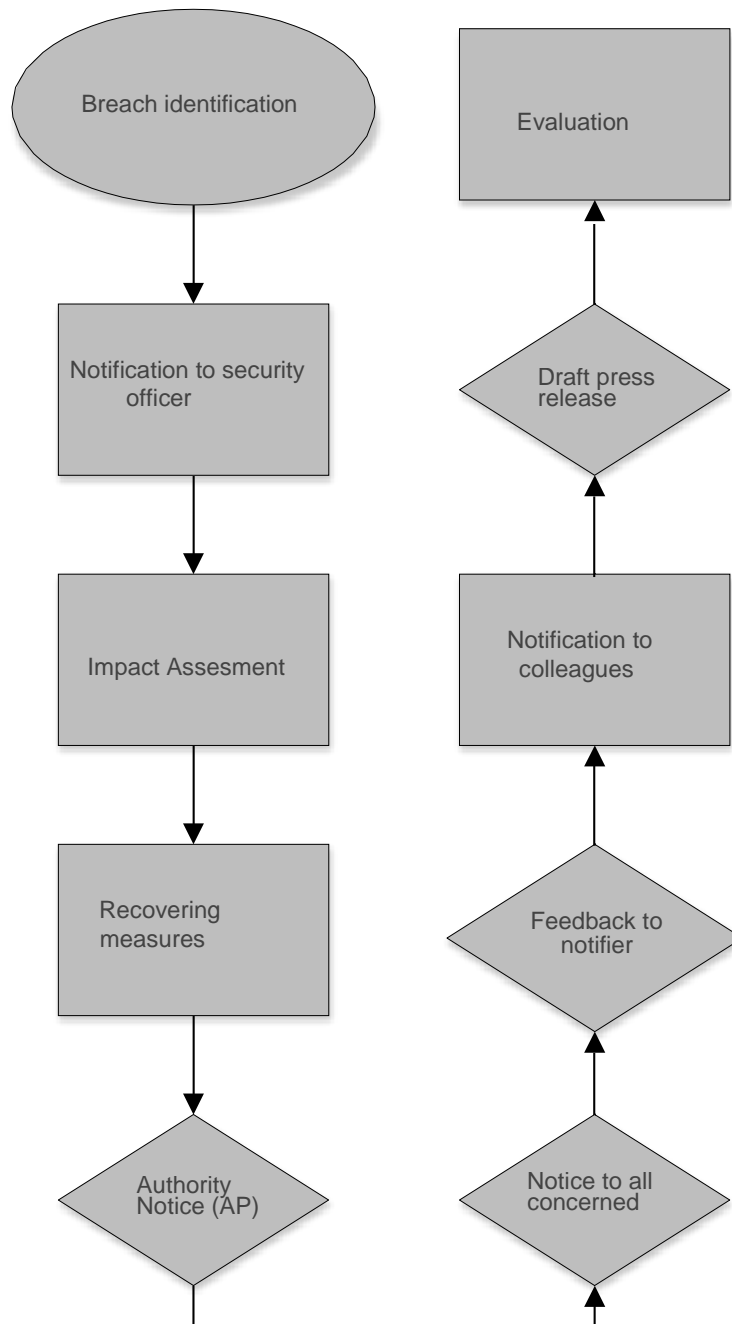
- Products are made available to users in a continuous process of updates.
- Updates of the products are designed and maintained with the latest available techniques.
- The installation location of the products is chosen in agreement with the controller. If this location is facilitated by Cside Global, this location will meet the latest security requirements in cooperation with partners (see article 8).

Services:

- The data communication lines for the use of support and consultancy services are secured lines.
- Every employee will only be able to use data communication lines and access to customer systems with the use of a personal user name and password.

## DATA LEAK PROTOCOL

13. In the unfortunate event that something does go wrong, the data processor will follow the following data breach protocol to ensure that clients are notified of incidents:



# PART 2: STANDARD CLAUSES FOR DATA PROCESSING

*Version: January 2018*

*Along with the Data Pro Statement, these standard clauses constitute the data processing agreement. They also constitute an annex to the Agreement and to the appendices to this Agreement, e.g. any general terms and conditions which may apply.*

## ARTICLE 1. DEFINITIONS

The following terms have the following meanings ascribed to them in the present Standard Clauses for Data Processing , in the Data Pro Statement and in the Agreement:

- 1.1. **Dutch Data Protection Authority (AP):** the regulatory agency outlined in Section 4.21 of the GDPR.
- 1.2. **GDPR:** the General Data Protection Regulation.
- 1.3. **Data Processor:** the party which, in its capacity as an ICT supplier, processes Personal Data on behalf of its Client as part of the performance of the Agreement.
- 1.4. **Data Pro Statement:** a statement issued by the Data Processor in which it provides information on the intended use of its product or service, any security measures which have been implemented, sub-processors, data breach, certification and dealing with the rights of Data Subjects, among other things.
- 1.5. **Data Subject:** a natural person who can be identified, directly or indirectly.
- 1.6. **Client:** the party on whose behalf the Data Processor processes Personal Data. The Client may be either the controller (the party who determines the purpose and means of the processing) or another data processor.
- 1.7. **Agreement:** the agreement concluded between the Client and the Data Processor, on whose basis the ICT supplier provides services and/or products to the Client, the data processing agreement being part of this agreement.
- 1.8. **Personal Data** any and all information regarding a natural person who has been or can be identified, as outlined in Article 4.1 of the GDPR, processed by the Data Processor to meet its requirements under the Agreement.
- 1.9. **Data Processing Agreement:** the present Standard Clauses for Data Processing , which, along with the Data Processor's Data Pro Statement (or similar such information), constitute the data processing agreement within the meaning of Article 28.3 of the GDPR.

## ARTICLE 2. GENERAL PROVISIONS

- 2.1. The present Standard Clauses for Data Processing apply to all Personal Data processing operations carried out by the Data Processor in providing its products and services, as well as to all Agreements and offers. The applicability of the Client's data processing agreements is expressly rejected.

- 2.2. The Data Pro Statement, and particularly the security measures outlined in it, may be adapted from time to time to changing circumstances by the Data Processor. The Data Processor will notify the Client in the event of significant revisions. If the Client cannot reasonably agree to the revisions, the Client will be entitled to terminate the data processing agreement in writing, stating its reasons for doing so, within thirty days of having been served notice of the revisions.
- 2.3. The Data Processor will process the Personal Data on behalf and on behalf of the Client, in accordance with the written instructions provided by the Client and accepted by the Data Processor.
- 2.4. The Client or its customer will serve as the controller within the meaning of the GDPR, will have control over the processing of the Personal Data and will determine the purpose and means of processing the Personal Data.
- 2.5. The Data Processor will serve as the processor within the meaning of the GDPR and will therefore not have control over the purpose and means of processing the Personal Data, and will not make any decisions on the use of the Personal Data and other such matters.
- 2.6. The Data Processor will give effect to the GDPR as laid down in the present Standard Clauses for Data Processing, the Data Pro Statement and the Agreement. It is up to the Client to judge, on the basis of this information, whether the Data Processor is providing sufficient guarantees with regard to the implementation of appropriate technical and organisational measures so as to ensure that the processing operations meet the requirements of the GDPR and that Data Subjects' rights are sufficiently protected.
- 2.7. The Client will guarantee to the Data Processor that it acts in accordance with the GDPR, that it provides a high level of protection for its systems and infrastructure at all time, that the nature, use and/or processing of the Personal Data are not unlawful and that they do not violate any third party's rights.
- 2.8. Administrative fines imposed on the Client by the Dutch Data Protection Authority will not be able to be recouped from the Data Processor, except in the event of wilful misconduct or gross negligence on the part of the Data Processor's management team.

### **3. ARTICLE 3. SECURITY**

- 3.1. The Data Processor will implement the technical and organisational security measures outlined in its Data Pro Statement. In implementing the technical and organisational security measures, the Data Processor will take into account the state of the art and the costs of implementation, as well as the nature, scope, context and purposes of the processing operations and the intended use of its products and services, the risks inherent in processing the data and risks of various degrees of likelihood and severity to the rights and freedoms of Data Subjects that are to be expected considering the nature of the intended use of the Data Processor's products and services.
- 3.2. Unless explicitly stated otherwise in the Data Pro Statement, the product or service provided by the Data Processor will not be equipped to process special categories of personal data or data relating to criminal convictions and offences.

- 3.3. The Data Processor seeks to ensure that the security measures it will implement are appropriate for the manner in which the Data Processor intends to use the product or service.
- 3.4. In the Client's opinion, said security measures provide a level of security that is tailored to the risks inherent in the processing of the Personal Data used or provided by the Client, taking into account the factors referred to in Article 3.1.
- 3.5. The Data Processor will be entitled to adjust the security measures it has implemented if it feels that such is necessary for a continued provision of an appropriate level of security. The Data Processor will record any significant adjustments it chooses to make, e.g. in a revised Data Pro Statement, and will notify the Client of said adjustments where relevant.
- 3.6. The Client may request the Data Processor to implement further security measures. The Data Processor will not be obliged to honor such requests to adjust its security measures. If the Data Processor makes any adjustments to its security measures at the Client's request, the Data Processor will be allowed to invoice the Client for the costs associated with said adjustments. The Data Processor will not be required to actually implement these security measures until both Parties have agreed in writing and signed off on the security measures requested by the Client.

#### **ARTICLE 4. DATA BREACHES**

- 4.1. The Data Processor does not guarantee that its security measures will be effective under all conditions. If the Data Processor discovers a data breach within the meaning of Article 4.12 of the GDPR, it will notify the Client without undue delay. The "Data Breach Protocol" section of the Data Pro Statement outlines the way in which the Data Processor will notify the Client of data breaches.
- 4.2. It is up to the Controller (the Client or its customer) to assess whether the data breach of which the Data Processor has notified the Controller must be reported to the Dutch Data Protection Authority or to the Data Subject concerned. The Controller (the Client or its customer) will at all times remain responsible for reporting data breaches which must be reported to the Dutch Data Protection Authority and/or Data Subjects pursuant to Articles 33 and 34 of the GDPR. The Data Processor is not obliged to report data breaches to the Dutch Data Protection Authority and/or to the Data Subject.
- 4.3. Where necessary, the Data Processor will provide more information on the data breach and will help the Client meet its breach notification requirements within the meaning of Articles 33 and 34 of the GDPR by providing all the necessary information.
- 4.4. If the Data Processor incurs any reasonable costs in doing so, it will be allowed to invoice the Client for these, at the rates applicable at the time.

#### **ARTICLE 5. CONFIDENTIALITY**

- 5.1. The Data Processor will ensure that the persons processing Personal Data under its responsibility are subject to a duty of confidentiality.
- 5.2. The Data Processor will be entitled to furnish third parties with Personal Data if and insofar as such is necessary due to a court order, statutory provision or legal order to do so issued by a government agency.

- 5.3. Any and all access and/or identification codes, certificates, information regarding access and/or password policies provided by the Data Processor to the Client, and any and all information provided by the Data Processor to the Client which gives effect to the technical and organisational security measures included in the Data Pro Statement are confidential and will be treated as such by the Client and will only be disclosed to authorised employees of the Client. The Client will ensure that its employees comply with the requirements outlined in this article.

## **ARTICLE 6. TERM AND TERMINATION**

- 6.1. This data processing agreement constitutes part of the Agreement, and any new or subsequent agreement arising from it and will enter into force at the time of the conclusion of the Agreement and will remain effective until terminated.
- 6.2. This data processing agreement will end by operation of law when the Agreement or any new or subsequent agreement between the parties is terminated.
- 6.3. If the data processing agreement is terminated, the Data Processor will delete all Personal Data it currently stores and which it has obtained from the Client within the timeframe laid down in the Data Pro Statement, in such a way that the Personal Data will no longer be able to be used and will have been *rendered inaccessible*. Alternatively, if such has been agreed, the Data Processor will return the Personal Data to the Client in a machine-readable format.
- 6.4. If the Data Processor incurs any costs associated with the provisions of Article 6.3, it will be entitled to invoice the Client for said costs. Further arrangements relating to this subject can be laid down in the Data Pro Statement.
- 6.5. The provisions of Article 6.3 do not apply if the Data Processor is prevented from removing or returning the Personal Data in full or in part by a statutory provision. In such cases, the Data Processor will only continue to process the Personal Data insofar as such is necessary by virtue of its statutory obligations. Furthermore, the provisions of Article 6.3 will not apply if the Data Processor is the Controller of the Personal Data within the meaning of the GDPR.

## **ARTICLE 7. THE RIGHTS OF DATA SUBJECTS, DATA PROTECTION IMPACT ASSESSMENTS (DPIA) AND AUDITING RIGHTS**

- 7.1. Where possible, the Data Processor will cooperate with reasonable requests made by the Client relating to Data Subjects claiming alleged rights from the Client. If the Data Processor is directly approached by a Data Subject, it will refer the Data Subject to the Client where possible.
- 7.2. If the Client is required to carry out a Data Protection Impact Assessment or a subsequent consultation within the meaning of Articles 35 and 36 of the GDPR, the Data Processor will cooperate with such, following a reasonable request to do so.
- 7.3. The Data Processor will be able to demonstrate its compliance with its requirements under the data processing agreement by means of a valid Data Processing Certificate or an equivalent certificate or audit report (third-party memorandum) issued by an independent expert.



- 7.4. In addition, at the Client's request, the Data Processor will provide all other information that is reasonably required to demonstrate compliance with the arrangements made in this data processing agreement. If, in spite of the foregoing, the Client has grounds to believe that the Personal Data are not processed in accordance with the data processing agreement, the Client will be entitled to have an audit performed (at its own expense) not more than once every year by an independent, fully certified, external expert who has demonstrable experience with the type of data processing operations carried out under the Agreement. The audit will be limited to verifying that the Data Processor is complying with the arrangements made regarding the processing of the Personal Data as laid down in the present data processing agreement. The expert will be subject to a duty of confidentiality with regard to his/her findings and will only notify the Client of matters which cause the Data Processor to fail to comply with its obligations under the data processing agreement. The expert will furnish the Data Processor with a copy of his/her report. The Data Processor will be entitled to reject an audit or instruction issued by the expert if it feels that the audit or instruction is inconsistent with the GDPR or any other law, or that it constitutes an unacceptable breach of the security measures it has implemented.
- 7.5. The parties will consult each other on the findings of the report at their earliest convenience. The parties will implement the measures for improvement suggested in the report insofar as they can be reasonably expected to do so. The Data Processor will implement the proposed measures for improvement insofar as it feels these are appropriate, taking into account the processing risks associated with its product or service, the state of the art, the costs of implementation, the market in which it operates, and the intended use of the product or service.
- 7.6. The Data Processor will be entitled to invoice the Client for any costs it incurs in implementing the measures referred to in this article.

## **ARTICLE 8. SUB-PROCESSORS**

- 8.1. The Data Processor has outlined in the Data Pro Statement whether the Data Processor uses any third parties (sub-processors) to help it process the Personal Data, and if so, which third parties.
- 8.2. The Client authorises the Data Processor to hire other sub-processors to meet its obligations under the Agreement.
- 8.3. The Data Processor will notify the Client if there is a change with regard to the third parties hired by the Data Processor, e.g. through a revised Data Pro Statement. The Client will be entitled to object to the aforementioned change implemented by the Data Processor. The Data Processor will ensure that any third parties it hires will commit to ensuring the same level of Personal Data protection as the security level the Data Processor is bound to provide to the Client pursuant to the Data Pro Statement.

## ARTICLE 9. OTHER PROVISIONS

9.1. These Standard Clauses for Data Processing, along with the Data Pro Statement, constitute an integral part of the Agreement. Therefore, any and all rights and requirements arising from the Agreement, including any general terms and conditions and/or limitations of liability which may apply, will also apply to the data processing agreement.