Processing agreement

Article 1. General

In this processing agreement, the following terms are defined as stated below:

1. **General Terms and Conditions:** the General Terms and Conditions of the Processor, which are fully applicable to any agreement between the Processor and the Controller and which form an integrated part of these processing agreement.
2. **Processor:** the private limited company with limited liability RelocAid B.V., with its registered office and principal place of business Rendementsweg 12A te Mijdrecht.
3. **Data:** the personal data as defined in Appendix A.
4. **Client:** the natural or legal person who instructs the Contractor to perform the Work, i.e. the Controller.
5. **Agreement:** any agreement between the Client and the Contractor for the performance of Work by the Contractor for the Client, in accordance with the provisions of the confirmation of the instruction.
6. **Controller:** the Client who, in his capacity of a natural or legal person, has instructed the Processor to perform the Work
7. **Work:** all activities that have been instructed or which are performed by the Contractor for other reasons. The foregoing applies in the broadest sense of the word and, in any event, includes the activities as stated in the confirmation of the instruction.

Article 2. Applicability of the processing agreement

1. This processing agreement is applicable to all data collected by the Contractor for the Client within the framework of the execution of the Agreement with the Client, as well as to all Work arising from the Agreement for the Contractor and the data to be gathered within that framework.
2. The Controller is responsible for processing the Data as described in Appendix A.
3. When executing the Agreement, the Processor processes certain personal data for the Controller.
4. This is a processing agreement within the meaning of Section 28 sub 3 of the General Data Protection Regulation, which governs the rights and obligations regarding the processing of personal data in writing, including security. This processor agreement is binding on the Processor with respect to the Controller.
5. This processing agreement, as well as the General Terms and Conditions of the Processor, form a part of this Agreement and all future agreements between the parties.

Article 3. Scope of the processing agreement

1. By giving the instruction to perform Work, the Controller has instructed the Processor to process the Data on behalf of the Controller, in the manner set out in Appendix A, in accordance with the provisions of these processing agreement.
2. The Processor only processes the Data in accordance with these processing agreement, particularly so in accordance with the provisions of Appendix A. The Processor confirms not to process the Data for other purposes.
3. Control of the Data will never rest with the Processor.
4. The Controller can give additional, written instructions to the Processor on account of amendments or changes to the applicable personal data protection regulations.

Article 4. Confidentiality

The Controller and the persons employed by the Processor or who perform activities for him, insofar as these persons have access to personal data, only process the Data on behalf of the Controller, subject to deviating legal obligations. They are obliged to keep the personal data which they become aware of secret, except insofar as any legal requirement obliges them to disclose the data or the requirement to disclose is dictated by the task.

Article 5. No further provision

The Processor must refrain from sharing the data with third parties or from otherwise making these available to them, unless the Processor has obtained prior written approval or instructions from the Controller to do so, or is otherwise obliged to do so by virtue of mandatory law. If, by virtue of mandatory law, the Processor is obliged to share the Data with third parties or otherwise make these available to them, the Processor must notify the Controller thereof in writing unless this is not permitted under said regulations.

Article 6. Security measures

1. Taking into account the state of the art, the implementation costs, as well as the nature, the size, the context and the processing objectives and the various risks and risks of the rights and freedoms of persons in terms of probability and seriousness, the Processor will take appropriate technical and organizational measures to ensure the level of security tailored to the risk. The security measures that have now been taken are defined in Appendix B.
2. The processor shall take measures that also serve to prevent unnecessary collection and further processing of personal data.

Article 7. Monitoring compliance

1. The Processor shall provide the Controller with information about the processing of the Data by the Processor or Sub-processors at the latter's request and on his account. The Processor will provide the requested information as quickly as possible, but no later than five working days.
2. The Controller has the right to have an independent third party jointly appointed by the Controller and Processor to carry out an inspection once per year and at its own expense to verify whether the Processor is fulfilling the obligations under the GDPR and this Processor Agreement. The

Processor will provide all reasonably necessary cooperation. Processor has the right to charge the costs associated with the inspection to the Controller.

3. In the context of its obligation under paragraph 1 of this article, the Processor will in any case either: (a) Controller or a third party engaged by the Controller:
   - provide all relevant information and documents;
   - grant access to all relevant buildings, information systems and Data.
4. The Controller and the Processor will consult each other as soon as possible after the report has been completed in order to address the possible risks and shortcomings. At the expense of the Controller, the Processor will take measures to bring the identified risks and shortcomings to an acceptable level for the Controller, respectively, unless the parties have agreed otherwise in writing.

Article 8. Databreach

As soon as possible after the Processor has learned about an incident or data breach that (partially) relates to or can (partially) relate to the Data, the Processor must notify the Controller thereof using the Controller's contact details held on record at the Processor and the Processor must provide information on the nature of the incident or the data breach, the Data, the confirmed or expected impact the incident or data breach will have on the Data and the measures taken and to be taken by the Processor. The Processor will support the Controller in notifying the parties concerned and/or the authorities.

Article 9. Sub-processors

1. If the Processor has prior (general) permission to subcontract its obligations to third parties, then the Processor will inform the Controller of the intention to engage the Sub- Processor. The Processor gives the Controller a period of 7 working days to object to the switching on of the Sub-Processor. The processor will not activate the sub-processor until the 7-day period has expired without the Controller having objected, or if the Controller has indicated that he / she does not object to the Sub-processor being switched on.
2. If the Processor does not have prior permission to outsource its obligations to third parties, then Processor will request prior permission for the switching on of the Sub- Processor.
3. The Processor shall ensure that the Sub-Processor is subject to this Processor agreement or to a Sub-Processor agreement containing the same obligations as this Processor agreement.

Article 10. Liability

1. The Controller guarantees that the Processing of Data on the basis of this Agreement is not unlawful and does not infringe the rights of the Data Subjects.
2. The Processor shall, in accordance with the provisions of Article 79 GDPR, be liable for damage or loss arising from violations of the laws and regulations relating to the processing of Data attributable to the Processor in the context of his activities under this Processor Agreement and / or non-fulfillment by Processor of obligations from this Processor Agreemen to a max. of € 10.000,--.
3. The Processor is not liable for damage resulting from non-compliance with the GDPR or other legislation by the Controller.
4. The Controller also indemnifies the Processor against claims arising from such damage. The indemnification does not only apply to the damage that Third Parties have suffered (materially but also immaterial), but also for the costs incurred by the Processor in connection therewith, for example in a possible legal procedure, and the costs of any fines imposed on the Processor as a result of the actions of the Controller.

Article 11. Duty to cooperate and rights of data subjects

1. The Processor will provide the Controller with co-operation on request in the event of a complaint, question or request from a data subject, or investigations or inspections by the Dutch Data Protection Authority.
2. The Processor will assist the Controller at his / her request and at his expense in carrying out a data protection impact assessment.
3. If the Processor receives a request for the inspection, correction or deletion of his or her Data directly from a data subject, the Processor will inform the Controller of the receipt of the request within two working days. The Processor will carry out as quickly as possible all instructions issued by the Controller in writing to the Processor as a result of such a request from the Data subject concerned. The processor shall take the necessary technical and organizational measures necessary to comply with such instructions from the Controller.
4. If instructions from the Controller to Processor conflict with any legal provisions regarding data protection, then the Processor will report this to the Controller.

Article 12. Duration and termination

1. This processing agreement is valid as long as the Processor is under the instruction from the Controller to process Data under the Agreement between the Controller and the Processor. As long as the Processor performs Work for the Controller, this processing agreement applies to this relationship.
2. If, on the basis of a statutory retention obligation, the Processor is obliged to retain certain data and/or documents, computer disks or other data carriers on or in which Data are located for a statutory term, the Processor will ensure the destruction of these data or documents, computer disk or other data carriers, within 4 weeks of termination of the statutory retention obligation.

3. In the event of termination of the Agreement between the Controller and the Processor, the Controller may request the Processor that all documents, computer disks and other data carriers, on or in which data are located, are returned to the Controller, at the Controller's expense. In the event of return, the Processor will provide the data in the format as held at the Processor.
4. Without prejudice to the other provisions of this article 12, the Processor must refrain from keeping or using Data after termination of the Agreement.

Article 13. Nullity
If one or more provisions in this processing agreement is void or voided, the other conditions will remain in full force. If any provision of this processing agreement is invalid, the parties will confer about the contents of a new provision, which provision will reflect the contents of the original provision as closely as possible.

Article 14. Applicable law and choice of forum
This processing agreement is governed by Dutch law. All disputes in connection with the processing agreement or their implementation will be submitted to the competent court of Midden-Nederland.

Appendix A: Data, purposes and categories of data subjects
The Controller instructs the Processor to process the following Data within the framework of the instruction, which may include, but are not limited to immigration and relocation:
- Name (initials, last name)
- Telephone number
- E-mail address
- Date and place of birth
- Place of residence, address
- ID
- Bank number
- BSN
- Birth and marriage certificate where necessary for immigration
- Driving license where necessary for exchange
- Residence permit and underlying documents where necessary for work authorization and immigration

Purposes
The activities for which the aforesaid Data may be processed, only if necessary, in any case include:
1. The activities, to be considered as the primary service provision, within which framework the Controller has issued an instruction to the Processor;
2. the maintenance, including updates and releases of the system made available by the Processor or sub-processor to the Controller;
3. the data and technical management, also by a sub-processor;
4. the hosting, also by a sub-processor.

Categories of data subjects
The following categories of data subjects processed, are:
1. Clients;
2. Employees of clients;
3. Prospects.

Appendix B: Security measures
The Processor has in any case taken the following security measures:
- Physical measures for access security;
- Monitoring of electronic access to Personal data
- Access security with password, pincode and Multifactor Authentication (MFA);
- Data-encryption en pseudonimization where possible.
- All users who have access to the information systems with which the Personal Data are processed are bound by a contract of employment to a confidentiality obligation;
- Internal protocol for information security and prevent data leaks;
- Code of conduct;
- Additional protection is applied to the storage of Personal Data on portable equipment and on removable media such as USB sticks;
- Implemented backup and recovery procedures;
- Monitoring the activities on the systems in which Personal Data are recorded;
- All software, browsers, virus scanners and operating systems are kept up-to-date and all the security measures that the supplier of this software, browsers, virus scanners and operating systems releases, installed in good time;
- Security of external network connections via Secure Socket Layer (SSL) technology.
- Sub-Processor agreements with third parties where necessary.