WEBSOLVE B.V.
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www.websolve.nl
Ch./Comm. # 34141020
VAT NL8195.63.092.B01

DATA PROCESSING AGREEMENT

Version 2025.09.EN

PARTIES

1) Name of the organization: _____,

   Address and city: _____,

   Chamber of Commerce number: _____,

   Legally represented by: _____,

   hereinafter referred to as: Controller

and

2) WEBSOLVE B.V., located at mt. Lincolnweg 38 in Amsterdam, Chamber of Commerce number 34141020, legally represented here by Mr. B.A.M. Baaten, hereinafter referred to as: Processor

CONSIDERING THAT

A. The Controller receives one or more services from the Processor, including but not limited to services related to data processing, communication, customer management and analytics;

B. The Controller and the Processor have entered into an underlying agreement governing the delivery of these services;

C. In certain cases, the Processor processes personal data on behalf of a contractual party acting as a representative of the actual Controller, for instance in a franchise or dealership structure. The Processor acknowledges that, in such cases, the ultimate responsibility for the processing rests with the Controller;

D. In the performance of that underlying agreement, the Processor may process personal data on behalf of the Controller, the categories of which are specified in Annex 2 to this agreement;

E. The Controller qualifies as the 'controller' and the Processor as the 'processor' within the meaning of the General Data Protection Regulation (EU 2016/679; "GDPR"), as the Processor does not determine the purposes or means of the processing and only processes

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personal data on documented instructions from the Controller;

F. The GDPR requires that the Controller and Processor enter into a data processing agreement setting out their respective obligations with regard to the processing of personal data;

G. By means of this data processing agreement, the parties wish to comply with the obligations arising from Article 28(3) of the GDPR.

DECLARE TO HAVE AGREED AS FOLLOWS

DEFINITIONS

The terms used in this Processing Agreement, written with a capital letter, have the meanings as set out below, whether they appear in singular or plural:

Authority	The Dutch Data Protection Authority.
GDPR	General Data Protection Regulation 2016/679.
Data Subject	An identified or identifiable natural person to whom the Personal Data relates;
Data Breach	A breach of security as referred to in Article 33 GDPR
Third Parties	Persons or entities other than the parties, their employees, and sub-processors
Data	All other data (not personal data)
Data Breach Notification Obligation	The obligation to notify data breaches to the Dutch Data Protection Authority and, in some cases, to Data Subjects, based on Articles 33 and 34 GDPR.
Employees	Persons working for or on behalf of the Processor, either as employees or as temporary hires.
Underlying Agreement	The agreement (and any annexes thereto) between the Controller and the Processor under which the Processor provides services to the Controller.
Agreement	This Data Processing Agreement.
Personal Data	Personal data as defined in Article 4(1) GDPR.
Privacy Legislation	See GDPR.
Sub-Processor	The party engaged by the Processor (as processor) for the processing of personal data within the context of this Agreement.
Processing	Processing as defined in Article 4(2) GDPR.

ARTICLE 1 PURPOSES OF PROCESSING

1. The Processor shall process the personal data only on behalf of the Controller, except where a deviating legal obligation applies to which the Processor is subject. The Processor is not permitted to use the personal data for any other purpose or to make them available to any Third Party.

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2. The Processor shall process the Personal Data solely for the benefit of the Controller, in accordance with the Controller's instructions and under the Controller's responsibility.

3. The Processor has no authority over the purpose and means of the Processing of Personal Data. For example, the Processor does not make decisions about the use of Personal Data, their disclosure to Third Parties, or the duration of their storage. Control over the personal data provided under the Underlying Agreement shall never rest with the Processor.

ARTICLE 2 GENERAL OBLIGATIONS OF THE PROCESSOR

1. In addition to the obligation to follow the Controller's instructions, the Processor shall also ensure compliance with the conditions imposed on the Processing of Personal Data, particularly pursuant to Privacy Legislation. If the Processor believes that instructions from the Controller are in conflict with Privacy Legislation, it shall notify the Controller thereof.

2. The Processor shall process Personal Data only within the European Economic Area, unless written agreements to the contrary have been made in advance. In the latter case, the Processor shall inform the Controller in writing of the countries in which the processing takes place.

3. Taking into account the nature of the processing and the information available to it, the Processor shall assist the Controller in complying with the obligations pursuant to Articles 35 and 36 of the GDPR.

4. The Processor shall provide reasonable cooperation, including by implementing appropriate technical and organizational measures, to enable the Controller to comply with its legal obligations when a data subject exercises their rights under Privacy Legislation.

5. If and to the extent the Processor receives a request to provide, modify, or delete Personal Data, the Processor shall in all cases inform the Controller within 24 hours after receiving such a request or order, and shall not, unless legally obliged, independently decide to release, modify, or delete the Personal Data.

ARTICLE 3 TASKS OF THE CONTROLLER

1. The Controller shall provide the Processor with the necessary data for the execution of its tasks. The Controller shall only provide the Processor with data that are necessary for these tasks and which may be provided by the Controller for that purpose.

2. The use of Personal Data for marketing and advertising purposes requires a valid legal basis. If consent is chosen as the basis, it must be freely given, specific, informed, and unambiguous. The Controller is responsible for making this consent information available.

3. The Processor shall create one master account for the Controller to access the Processor's system. The Controller shall use this account to create all desired user accounts. The Processor is not responsible for any consequences arising from the distribution of login credentials to third parties or unauthorized persons, or from misuse of login credentials due to the use of insecure passwords or poor password management.

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4. The Processor offers the option to protect user accounts by means of two-factor authentication. It is the responsibility of the Controller to make use of this option in accordance with its own information security policy.

5. If the Controller becomes aware of, or is informed of, a potential vulnerability in the software provided by the Processor, the Controller must immediately report this to the Processor's Privacy Officer.

6. The Controller grants the Processor permission to access its data stored in the Processor's systems insofar as such access is necessary for the performance of the Underlying Agreement, including system maintenance and providing support in the use of these systems.

6. The Controller shall inform the Processor in writing, without undue delay, of any changes to its contact details or those of relevant contact persons involved in the processing of Personal Data, as required under Article 30 of the GDPR.

   Where applicable, the Controller shall also provide and maintain accurate contact details of any other processors or (sub-)controllers it engages, to the extent relevant to the execution of this Agreement.

ARTICLE 4 CONFIDENTIALITY AND SECRECY

1. Anyone involved in the execution of this agreement who has access to data of which they know or reasonably should suspect the confidential nature, and who is not already bound by a confidentiality obligation by virtue of office, profession, or legal provision, is obliged to maintain confidentiality, except insofar as a legal provision requires disclosure, the necessity of disclosure arises from their task in executing this agreement, or the Controller has given explicit permission to share the information with third parties.

2. This obligation of confidentiality shall remain in force even after termination of the Agreement.

ARTICLE 5 SECURITY MEASURES AND INCIDENT REPORTING

1. The Processor shall implement all appropriate technical and organizational measures as referred to in Article 32 GDPR to protect Personal Data against loss, theft, or any form of unlawful processing. These measures shall ensure a level of security appropriate to the risk, taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons..

2. The security measures implemented by the Processor are further specified in Annex 3 to this Agreement. The Processor may adjust these measures based on technological developments, provided that the overall level of protection is not materially reduced.

3. The Processor is obliged to immediately notify the Controller of all incidents that are not yet under control at that time. An incident shall in any case include a breach of the security of personal data.

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ARTICLE 6 ACCOUNTABILITY

1. The Processor shall, at the request of the Controller, provide the necessary information that enables the Controller to assess the Processor's compliance with this Agreement.

ARTICLE 7 PROCESSOR'S EMPLOYEES AND THIRD PARTIES

1. The obligations of the Processor arising from this Agreement also apply to those processing Personal Data under the authority of the Processor.

2. The Processor shall ensure that Employees and Third Parties who have access to the Personal Data have received complete instructions on how to handle Personal Data and are fully aware of their obligations under this Agreement and the GDPR.

ARTICLE 8 SUB-PROCESSORS

1. Controller hereby grants Processor general written authorization to engage Sub-processors in the context of this Agreement, subject to the conditions set out in this Article. The list of Sub-processors engaged by Processor at the time of signing this Agreement is included in Annex 1.

2. Processor shall maintain an up-to-date list of Sub-processors on its website. Processor shall inform Controller at least thirty (30) days in advance of the intended engagement of a new Sub-processor, specifying the name of the Sub-processor and a general description of the intended processing activities.

3. Controller shall have the right to object in writing to the intended engagement within the aforementioned period. In the event of such objection, Processor shall suspend the engagement and the Parties shall consult with each other to reach a resolution.

4. If the Parties do not reach an agreement within fourteen (14) days following the objection, each of them shall have the right to terminate this Agreement in writing with due observance of a notice period of one (1) month.

5. Processor shall inform Controller if it becomes aware of any change in the Sub-processor chain that is reasonably expected to affect the processing of Controller's Personal Data. Controller acknowledges that Processor does not have full control over its entire supply chain, and that Processor's notification obligation is limited to Sub-processors directly engaged by Processor.

6. Where Processor engages Sub-processors located outside the European Economic Area (EEA), any transfer of Personal Data shall take place only on the basis of appropriate safeguards, including at a minimum the Standard Contractual Clauses as adopted by the European Commission, unless the relevant third country is subject to an adequacy decision as referred to in Article 45 GDPR.

ARTICLE 9 NOTIFICATION OBLIGATION

1. In the event of a (suspected) security breach and/or a Data Breach at the Processor or a Sub-processor engaged by the Processor with the Controller's consent, the Processor is obliged to inform the Controller immediately, but no later than 24 hours after discovering

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the breach. The Processor must provide all information that is relevant for a possible notification of the Data Breach in a complete, correct, and accurate manner. This notification obligation applies regardless of the impact of the breach. It is the Controller's responsibility to assess whether the breach must be reported to the Data Protection Authority and/or the data subjects. The Processor is never required to report a Data Breach to the Data Protection Authority and/or data subjects on behalf of the Controller. In the case of a Data Breach, the Processor is required to fully support the Controller and provide all necessary cooperation.

2. The notification obligation includes, at a minimum, reporting the fact that a breach occurred, and, if possible: a) what the (suspected) cause of the breach is; b) what the (currently known and/or expected) consequence is; c) what the (proposed) solution is; d) what measures have already been taken.

3. The Processor shall immediately take all measures that can reasonably be expected of it to repair the adverse effects of the Data Breach or to limit them as far as reasonably possible.

ARTICLE 10 LIABILITY AND COMPENSATION

1. he Processor shall indemnify the Controller against any claims and proceedings from third parties, including but not limited to supervisory authorities such as the Data Protection Authority and data subjects, based on or arising from a demonstrable breach by the Processor of this Agreement and/or the Underlying Agreement.

2. The indemnity referred to in paragraph 1 of this article is limited to a maximum of the amount annually invoiced by the Processor to the Controller under the Underlying Agreement. If that amount exceeds 100,000 euros, the indemnity is limited to 100,000 euros.

3. The Processor shall not be liable for any consequential damages, indirect damages, lost profits, missed savings, damages due to business interruption, or any other damage other than direct damages that directly result from a demonstrable breach by the Processor of this Agreement and/or the Underlying Agreement. The liability of the Processor shall in all cases be limited to the amount specified in paragraph 2 of this article.

4. The Processor and the Controller shall make every effort to comply with the provisions of this Agreement. However, in case of violation, this Agreement does not in itself give rise to a standalone liability or compensation claim; such matters shall be governed by the provisions in the Underlying Agreement.

5. Failure by the Processor to comply with the Agreement, even after being notified by the Controller and having been granted a reasonable period to remedy the situation without improvement, constitutes valid grounds for immediate termination of the Underlying Agreement. In such a case, no compensation shall be owed by either party. The Controller shall be entitled to a proportional refund of the annual invoiced amount.

ARTICLE 11 AUDIT

1. The Controller has the right to have audits, including inspections, carried out annually by an independent third party bound by confidentiality, in order to verify compliance with the

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terms of this Agreement. If the Controller has a concrete reason to suspect that the Processor is not complying with this Agreement or applicable data protection legislation, additional audits may be performed.

2. In such cases of suspected non-compliance, the Controller shall be entitled to carry out an audit with a notice period of at least 24 hours, provided that the necessity of such an audit is reasonably substantiated in writing.

3. The Processor shall cooperate with the audit and provide all information reasonably relevant to the audit, including supporting data such as system logs, and employees, as promptly as possible and within a reasonable period, unless urgent circumstances prevent this.

4. The findings resulting from the audit shall be assessed by the Parties in mutual consultation and may, based on that assessment, be implemented by one of the Parties or jointly by both Parties.

5. Instead of cooperating with an audit, the Processor is entitled to provide the Controller with a report of an audit conducted by an accredited party, provided the report is not older than twelve months. This must be an audit relating to the ISO 27001 or ISO 27701 standard. In that case, the Processor is not required to cooperate with an additional audit.

6. The costs of the audit are borne by the Controller. The costs of the Processor's staff involved in supporting the audit are excluded and are the responsibility of the Processor. However, if the audit reveals no deficiencies in the Processor's compliance with this Agreement and/or the Underlying Agreement, then all costs of the audit, including those of the Processor's staff, shall be borne by the Controller.

7. Costs associated with resolving problems and shortcomings in the compliance with the Agreement and/or the Underlying Agreement identified during the audit shall be borne by the Processor.

ARTICLE 12 APPLICABILITY, TERM AND TERMINATION

1. This Agreement applies to all Processing carried out by the Processor on the basis of the Underlying Agreement.

2. This Agreement enters into force on the date of signature and terminates simultaneously with the termination of the Underlying Agreement. It is not possible for the Parties to terminate this Agreement separately from the Underlying Agreement.

3. The Parties may only amend this Agreement with mutual written consent.

4. The Processor and the Controller shall fully cooperate to amend this Processing Agreement and adapt it in response to any new Privacy Legislation or evolving interpretations of the existing Privacy Legislation.

5. Upon termination of this Agreement, for any reason or in any manner, the Processor shall: (a) at the request of the Controller, securely return or transfer all Personal Data, including documents containing such data, to another processor designated by the Controller or to

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the Controller itself; (b) immediately cease the processing of the Personal Data; (c) permanently delete all electronically stored Personal Data within one month after termination of the Agreement, unless the Controller requests earlier deletion.

6. The Processor is not permitted to use the Personal Data after termination of the Agreement, not even in anonymized form.

ARTICLE 13 FINAL PROVISIONS

1. This Agreement is governed by Dutch law.

2. All disputes arising from or related to this Agreement shall be submitted exclusively to the competent Dutch court.

3. In the event of any discrepancy or difference in interpretation between the Dutch and English versions of this Agreement, the Dutch version shall prevail.

4. Any general terms and conditions of the Processor and any purchasing conditions of the Controller are expressly rejected to the extent that they conflict with the provisions of this Agreement. The provisions of this Agreement shall prevail over any conflicting terms in the general conditions of the Processor and the purchasing terms of the Controller.

5. If one or more provisions of this Agreement prove to be invalid, this shall not affect the validity of the remaining provisions. In that case, the Parties shall consult to agree on a new provision that aligns as closely as possible with the intent and purpose of the invalid provision.

Thus agreed and signed by the following authorized representatives:

_____	_____
(signature Controller)	(signature Processor)
_____	_____
(name)	(name)
_____	_____
(date)	(date)