

Processing Agreement

This Processing Agreement forms an integral and inseparable part of the commitments between the Parties agreed and laid down in the signed PowerPanel agreement (hereinafter referred to as: 'the Agreement').

Version 1.0

Date 25 May 2018

The Parties:

- **The Customer** (hereinafter referred to as: '**the Controller**');
- **PowerPanel**, with its registered office at Kipstraat 3C-5C in Rotterdam, registered with the Chamber of Commerce under company number 24277249, duly represented by Mr Arno Vis (hereinafter referred to as: '**the Processor**');

Hereinafter referred to jointly as 'the Parties' and individually as 'the Party';

Whereas:

- The Processing Agreement has been concluded in connection with the delivery of services by the Processor to the Controller in the performance of the Agreement;
- The Processor, in the performance of the Agreement, will possibly process personal data within the meaning of Article 4(1) of the General Data Protection Regulation (hereinafter referred to as: 'the GDPR') on the instruction of the Controller;
- The Processor is in this connection designated as a Processor within the meaning of Article 4(8) of the GDPR;
- The Controller is in this connection designated as a Controller within the meaning of Article 4(7) of the GDPR;
- The Controller will designate the purposes and means of processing, to which the terms and conditions referred to herein will apply;
- The Processor is prepared to perform the above and is also prepared to fulfil the obligations regarding security and other aspects of the GDPR, insofar as this is within its power;
- The Parties, also taking into account the requirements under Article 28(3) of the GDPR, wish to lay down their rights and obligations in writing by means of this Processing Agreement (hereinafter referred to as: 'the Processing Agreement');

Have agreed as follows:

Article 1. Purposes of the processing

1.1 The Processor undertakes to process personal data on the instructions of the Controller, subject to the conditions of this Processing Agreement. Processing will only take place within the framework of the performance of the Agreement, namely to customer relationship management (CRM), provide billing, provisioning and hosting automation services, as well as to those purposes that are determined by mutual agreement.

1.2 The personal data that are or will be processed by the Processor as part of the Agreement, and the categories of data subjects to whom the personal data pertain, are included in Appendix 1. The Processor will refrain from using the personal data for any purpose other than that determined by the Controller. The Controller will inform the Processor of the purposes of processing insofar as they are not apparent from the Agreement or this Processing Agreement.

1.3 The Processor has no control over the purpose and means for processing personal data.

Article 2. Obligations of the Processor

2.1 With regard to the processing referred to in Article 1, the Processor will ensure compliance with the conditions imposed on the processing of personal data pursuant to the GDPR.

2.2 The obligations of the Processor arising from this Processing Agreement will also apply to those who process personal data under the authority of the Processor, including but not limited to employees.

2.3 The Processor will notify the Controller within a reasonable period if it feels that an instruction provided by the Controller violates the legislation referred to in Article 2.1.

2.4 Insofar as it is within the Processor's power, the Processor will provide the required cooperation to the Controller if a data protection impact assessment (DPIA) or prior consultation with the supervisory authority should be necessary in connection with a processing operation.

Article 3. Transfer of personal data

3.1 The Processor may process the personal data in countries within the European Economic Area (EEA). Transfer to countries outside the EEA is permitted provided that it is compliant with the relevant legal conditions.

3.2 The Processor will inform the Controller, upon the express request of the latter, in which country or countries the personal data are processed.

Article 4. Division of responsibility

4.1 The permitted processing will be carried out in an automated or semi-automated environment under the Processor's control.

4.2 The Processor is solely responsible for the processing of the personal data under this Processing Agreement, in accordance with the instructions of the Controller and under the express ultimate responsibility of the Controller. The Processor is expressly not responsible for any other processing involving personal data, including in any event but not limited to the collection of personal data by the Controller, processing for purposes that the Controller has not reported to the Processor, and processing by third parties and/or for other purposes.

4.3 The Controller guarantees that the content, the use and the instruction for the processing of the personal data pursuant to this Processing Agreement are not unlawful and do not infringe any rights of third parties, and indemnifies the Processor against all related claims.

Article 5. Engagement of third parties or sub-contractors

5.1 The Controller hereby grants the Processor permission to engage third parties (Sub-processors) in the processing of personal data pursuant to this Processing Agreement, with due observance of the applicable privacy legislation.

5.2 On the Controller's request, the Processor will provide to the Controller a list of names of the third parties engaged by it. On this basis, the Controller can object to the engagement of those third parties on reasonable grounds. In such case, the Parties will enter into consultation to reach a workable solution.

5.3 The Processor will ensure that these third parties assume the same duties in writing as were agreed between the Controller and the Processor with regard to the processing of personal data.

Article 6. Security

6.1 The Processor will take sufficient technical and organisational measures with regard to the processing of the personal data, against loss or against any form of unlawful processing (such as unauthorised inspection, interference, alteration or disclosure of the personal data). However, the security applied will in part depend on the services that have been purchased by the Controller as described in the Agreement. On the Controller's request, the Processor will present an overview of the measures taken, insofar as reasonable and insofar as relevant for the provision of services and/or the collection of information by the Controller.

6.2 If a vital security measure is found to be absent, the Processor will ensure that the security provided meets a standard that is not unreasonable in terms of the state of the art, the sensitivity of the personal data and the costs associated with the security measures taken.

Article 7. Duty to report

7.1 In the event of a data leak (which is understood to include a breach of the security leading to the accidental or unlawful destruction, loss, alteration or unlawful disclosure of, or unlawful access to, data that has been forwarded, stored or otherwise processed), the Processor will inform the Controller thereof without delay, or no later than within twenty-four (24) hours, on the basis of which information the Controller will decide whether or not it will inform the supervisory authorities and/or the data subjects. The Controller is and remains responsible for any legal requirements in this respect. The Processor will make every effort to ensure that the information provided is complete, correct and accurate. The duty to report applies regardless of the impact of the data leak.

7.2 The duty to report shall in any case include reporting that a leak has occurred, as well as:

- the date on which the leak occurred (or, if the exact date is not known, the period within which the leak occurred);
- the supposed or known cause of the leak;
- the date and the time at which the Processor, or a third party or sub-contractor engaged by the Processor, became aware of the leak;
- the number of people whose personal data were breached (in the event that the exact number is unknown, the minimum and maximum numbers of people whose data were breached);
- a description of the group of persons whose personal data were breached, including a description of the type or types of personal data that were breached;
- what measures are intended to be taken and/or have already have been taken in order to close the leak and limit the consequences of the leak.

7.3 The Controller will ensure compliance with any statutory reporting obligations. Where necessary in order to comply with legal and/or regulatory requirements, the Processor will cooperate in informing the relevant authorities and data subjects.

Article 8. Handling requests from data subjects

8.1 In the event that a data subject submits a request to exercise their statutory rights to the Processor, the Processor shall forward the request to the Controller and the Controller will handle the request. The Processor may inform the data subject about this.

8.2 In the event that a data subject submits a request to exercise one of its statutory rights to the Controller, the Processor will render its cooperation to the extent possible and insofar as reasonable

if so required by the Controller. The Processor may charge the Controller reasonable costs for doing so.

Article 9. Secrecy and confidentiality

9.1 All personal data that the Processor receives from the Controller and/or collects itself within the framework of this Processing Agreement are subject to a duty of confidentiality towards third parties. The Processor will not use this information for any purpose other than that for which it was provided.

9.2 This duty of confidentiality does not apply insofar as the Controller has expressly granted permission to provide the information to third parties, if providing the information to third parties is logically required in view of the nature of the instruction given and the performance of this Processing Agreement, or if there is a statutory obligation to provide the information to a third party.

Article 10. Audit

10.1 The Controller is entitled to have audits performed by an independent Registered EDP Auditor who is bound to secrecy in order to verify compliance with the agreements in this Processing Agreement.

10.2 This audit will take place at most once a year and will only take place if there are specific and well-founded grounds for suspecting abuse of personal data by the Processor, and only after the Controller has requested and assessed the similar reports that the Processor has available and the Controller has made reasonable arguments to justify it initiating an audit. Such an audit is justified if the similar reports that the Processor has available provide an insufficient or inconclusive answer about compliance with this Processing Agreement by the Processor.

10.3 This audit will take place two weeks after the Controller's prior announcement thereof, without using or inspecting confidential information of the Processor and without disturbing the Processor's work processes unnecessarily.

10.4 The Processor will cooperate in the audit and will make available any information and employees that may reasonably be relevant to the audit, including supporting information such as system logs, as soon as possible.

10.5 The Parties will assess the findings of the audit that has been conducted in mutual consultation and determine on that basis whether or not those findings will be implemented by one of the Parties or both Parties jointly.

10.6 The costs of the audit will be borne by the Controller.

Article 11. Liability

11.1 The liability regime agreed in the General Terms and Conditions is declared to apply to the Parties' liability for damage or losses resulting from an attributable failure to comply with the Processing Agreement, an unlawful act or otherwise.

Article 12. Duration and termination

12.1 This Processing Agreement will be concluded after acceptance by the Parties and will continue for the term of the Agreement and, in the absence thereof, for the term of the further collaboration.

12.2 The Processing Agreement cannot be terminated prematurely.

12.3 The Processor reserves the right to amend or supplement the Processing Agreement. Amendments also apply to Processing Agreements already concluded, with due observance of a term of 30 days following publication of the amendment on the Processor's website or by electronic communication. Non-substantive amendments can be implemented by the Processor without prior notice. In the event that the Controller does not wish to accept an amendment in the Processing Agreement, it may terminate the Agreement, including the Processing Agreement, up to the date on which the new Processing Agreement takes effect.

12.4 After termination of the Processing Agreement, the Processor shall immediately destroy the personal data received from the Controller, unless the Parties agree otherwise or the nature of the services requires personal data to be retained beyond that time by the Processor.

Article 13. Applicable law and dispute resolution

13.1 The Processing Agreement and its implementation are governed by Dutch law.

13.2 Any disputes that may arise between the parties in connection with the Processing Agreement will be submitted to the competent court that is also competent to rule on disputes with regard to the Agreement.

13.3 Logs and measurements performed by the Processor serve as conclusive evidence, subject to proof to the contrary by the Controller.

13.4 If one or more provisions of the Processing Agreement prove to be legally invalid, the other provisions of the Processing Agreement will remain in force. In such case, the Parties will consult on the invalid provisions in order to agree on a valid replacement provision, the purport of which is as close as possible to that of the provision that is to be replaced.

13.5 The Parties will cooperate fully in altering this Processing Agreement and adapting it to any new privacy legislation.

Appendix 1: Detailed information on personal data and data subjects

The Processing Agreement has been concluded within the framework of the processing of personal data by the Processor on the instructions of the Controller for the purposes described in this Processing Agreement.

Within the framework of the Processing Agreement, the Processor will process the following types of personal data in the name of and on the instructions of the Controller.

Data required for the majority of plugins:

- name and address details;
- telephone number;
- e-mail address.

Data (primarily domain registration and SSL related) that may be required depending on the activated plugins:

- fax number;
- date and place of birth;
- Citizen Service Number (BSN) or similar identification number;
- passport number or number of identity card;
- copy of passport or identity card.

Data (primarily accountancy related) that may be required depending on the activated plugins:

- bank account number and other bank-related data;
- transactional information.

Other data that may be required depending on the activated plugins:

- gender;
- position.

The following categories of data subjects apply:

- contact persons who are required for registration of domain names. Depending on the extension to be registered, they can be one or more of the following contact persons: owner, administrative contact, technical contact, invoicing contact, reseller contact or another contact defined by the registry concerned;
- contact persons who are required for ordering or managing other products or services as described in Article 1.1 of this Processing Agreement.

The Controller guarantees that the descriptions of the types of personal data and categories of data subjects provided in this Appendix 1 are complete and correct, and indemnifies the Processor from any shortcomings and claims that may result from an incorrect representation by the Controller.