

## **Processor's Agreement:**

### **The Parties:**

The Client, hereinafter referred to as the “**Controller**”, “**You**” or “**Your**”,

and

Kop of Munt B.V. and/or Kop of Munt Administratiekantoor B.V., private limited companies with their registered office at Singel 250, (1016 AB) Amsterdam, the Netherlands, and/or Kop of Munt Purmerend B.V., a private limited company with its registered office at Plantsoengracht 6, (1441 DE) Purmerend, the Netherlands, and/or Kop of Munt Laren B.V., a private limited company with its registered office at Stationsweg 2, (1251 KC) Laren, the Netherlands, hereinafter referred to as the “**Processor**”, “**We**”, “**Us**” or “**Our**”,

hereinafter jointly referred to as the “**Parties**”, “**We**” or “**We Jointly**”

### **Whereas:**

- A. You have agreed with one of Our companies that We will perform certain services (the “**Underlying Assignment**”). During that performance, We will process the Personal Data referred to in the Annex to this Agreement;
- B. by reason of the performance of this Underlying Assignment and in connection with the Personal Data We will process because of it, We will be considered the “**Processor**” and You will be the “**Controller**”. This Agreement serves to record Our mutual rights and obligations;

### **The Parties agree as follows:**

#### **1. Definitions**

A number of terms are used in this Agreement. We have included explanations of these terms below. The terms listed below are capitalised in this Agreement. In the list below, We mainly use the definition of the term under the laws and regulations on privacy.

Data Subject:	the person to whom the Personal Data relates.
Processor:	a natural or legal person, public authority, agency or other body who/which processes personal data on behalf of the Controller, without being subject to its direct authority.
Sub-Processor:	another processor that is engaged by the Processor to perform certain processing activities for the Controller.
Controller:	a natural or legal person, public authority, agency or other body who/which, alone or jointly with others, determines the purposes and means of processing personal data.
Special Personal Data:	data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. This also includes personal data concerning criminal convictions and offences or related security measures.
Data Breach / Personal Data Breach:	a breach of security leading to, or which cannot explicitly be said to exclude the possibility of, the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.
Third Parties:	parties other than You and Us and Our Employees.
Obligation to Notify about Data Breaches:	the obligation to report Data Breaches to the Dutch Data Protection Authority and, in some cases, to the Data Subject(s).

Employees	individuals working for You or Us, subject to either an employer-employee relationship or a temporary contract.
Underlying Assignment:	the Assignment referred to above in the preamble at A.
Agreement:	this Processor's Agreement.
Personal Data:	any information relating to an identified or identifiable natural person (the "Data Subject") that is processed in the context of the "Underlying Assignment"; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Sensitive Personal Data	<p>Personal Data whose loss or unlawful processing could lead to, among other things, stigmatisation or exclusion of the Data Subject, damage to health, financial loss, fraud or identity fraud.</p> <p>The following data should in any case be considered as part of these categories of personal data:</p> <ul style="list-style-type: none"> <li>• Special Personal Data</li> <li>• Data regarding the Data Subject's financial and economic situation</li> <li>• Other data that may lead to the Data Subject's stigmatisation or exclusion</li> <li>• User names, passwords and other login data</li> <li>• Data that may be misused for fraud or identity fraud</li> </ul>
Process / Processing:	any processing operation or set of processing operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
GDPR	the General Data Protection Regulation, including that Regulation's Implementation Act. On 25 May 2018, the GDPR will replace the Dutch Personal Data Protection Act ( <i>Wet bescherming persoonsgegevens</i> ).

## **2. Applicability and duration**

- 2.1 This Agreement applies to all Processing done by Us as the Processor based on the Underlying Assignment, which has been issued by You as the Controller.
- 2.2 This Agreement takes effect on the date on which the Underlying Assignment takes effect and ends when We no longer hold any Personal Data that We Process for You in the context of the Underlying Assignment. This Agreement may not be terminated in the interim.
- 2.3 Clauses 6 and 7 of this Agreement remain applicable, even after the Agreement (or the Underlying Assignment) has been terminated.

## **3. Processing**

- 3.1 We will only Process the Personal Data in the manner We have agreed upon with You in the Underlying Assignment. These Processing activities will not take longer or be more extensive than required for the performance of the Underlying Assignment. The Processing is done according to Your written instructions, unless We are required by law to act otherwise (e.g., when considering whether a certain "unusual transaction" ought to be disclosed in the context of the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme, Wwft*)). If We believe that any instruction constitutes an infringement of the GDPR, We will notify You of that fact immediately.
- 3.2 You are responsible for the Processing activities. We do not have control over the purpose and means of Processing activities and do not make decisions on matters such as the use of Personal Data, the retention period of the Personal Data that is being processed for You, and the disclosure of Personal Data to Third Parties. You should make sure that You have clearly determined the purpose and means of Processing. We will never have control over the Personal

Data. Should We have an independent obligation based on statutory requirements or the professional rules or the code of conduct relating to Processing Personal Data that applies to accountants, We will comply with those obligations. You can find an overview of these professional rules and this code of conduct on the website of the Netherlands Institute of Chartered Accountants ([www.nba.nl](http://www.nba.nl)).

- 3.3 You are obliged by law to comply with the prevailing privacy laws and regulations. In particular, You should determine whether there is a legitimate basis for Processing the Personal Data. We will ensure that We comply with the regulations on Processing Personal Data that apply to Us as the Processor, as well as with the arrangements We have made in this Agreement.
- 3.4 We will ensure that only Our Employees have access to the Personal Data. The exception to this is included in Clause 3.5. We restrict access to Employees who need such access in order to do their job, with the access being limited to the Personal Data those Employees need to do their job. Furthermore, We will ensure that the Employees who have access to the Personal Data have received adequate and complete instructions on how to handle Personal Data, and that they are aware of the responsibilities and statutory requirements.
- 3.5 We may engage other processors (Sub-Processors) to perform certain work arising from the Underlying Assignment, e.g., if those Sub-Processors have expert knowledge or means that We do not have at Our disposal. If engaging Sub-Processors results in them Processing Personal Data, We will impose the obligations under this Agreement on them, in writing. By signing this Agreement, You grant Your consent to the engagement of the Sub-Processors referred to in the Annex to this Agreement. We will inform You in advance if We intend to engage other Sub-Processors, and You will be given the chance to object to this.
- 3.6 Insofar as possible, We will assist You in performing Your obligations regarding the handling of Data Subjects' requests to exercise their rights. If We receive direct requests from one or more Data Subjects regarding the exercise of their rights (e.g., access, amendment or erasure of Personal Data), We will forward those requests to You. You are to handle these requests yourself, and We will naturally be able to assist You if We have access to the Personal Data in the context of the Underlying Assignment. We may make a charge for this.
- 3.7 We will exclusively process the Personal Data within the EEA, unless We have come to other arrangements with You in this regard. We will set out these arrangements in mutual consultation, in writing or by email. By signing this Agreement, You consent to the processing of data outside the EEA as referred to in the Annex that forms part of this Agreement.
- 3.8 If We receive a request to make Personal Data available, We will only grant this request if it was made by a competent authority. In addition, We will first assess whether We believe that the request is binding or whether We are required to comply with the request on the basis of Our Code of Conduct or rules of professional practice. If there are no obstacles under criminal or other laws, We will inform You of the request. In doing so, We will try to give You sufficient time to allow You to seek a remedy against the disclosure of the Personal Data if You wish to do so. If We are permitted to inform You, We will also consult with You about the data We will make available and the manner in which We will do this.

#### **4. Security measures**

- 4.1 We have taken the security measures referred to in the Annex that forms part of this Agreement. In Our implementation of the security measures, We have taken account of the risks to be mitigated, the state of the art and the costs incurred in connection with the security measures.
- 4.2 You have familiarised yourself with the security measures implemented by Us and You believe that these measures offer a level of protection that is appropriate to the nature of the Personal Data and the scope, context, purposes and risk involved in the processing.
- 4.3 We will inform You if one of the security measures undergoes material changes.
- 4.4 We offer appropriate safeguards for the implementation of the technical and organisational security measures with respect to the Processing activities to be carried out. If You desire an inspection to be carried out of Our compliance with the security measures, You may submit a request to Us for this purpose. We will then consult with You to come to arrangements about this. The costs of such an inspection will be Your financial responsibility. You will provide Us with a copy of the inspection report.

#### **5. Personal Data Breaches**

- 5.1 If there is a Personal Data Breach, We will inform You of this. We will try to do this within 24 hours after We have discovered the Personal Data Breach, or as soon as possible after We have

been informed of it by Our Sub-Processors. Clause 11 of this Agreement sets out further arrangements about how this will happen. We will also provide You with the information You reasonably require to submit an accurate and complete notification to the supervisory authority and, if necessary, to the Data Subject(s) under the Obligation to Notify about Data Breaches, or We will forward the notification from Our Sub-Processor to You. We will also keep You informed about the steps taken by Us or by Our Sub-Processor in connection with the Personal Data Breach.

- 5.2 You will be responsible at all times for notifying Personal Data Breaches to the supervisory authority and to the Data Subject(s) (where applicable).
- 5.3 You will always be responsible for maintaining a record of Personal Data Breaches.

## **6. Confidentiality obligation**

- 6.1 We will observe confidentiality with respect to the Personal Data obtained from You and will bind Our Employees and Sub-Processors (if any) to do the same. With respect to the Personal Data entrusted to them, accountants will observe confidentiality in accordance with the rules governing professional ethics and conduct that apply to accountants. Please see the website of The Royal Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*) ([www.nba.nl](http://www.nba.nl)) for an overview of these rules governing professional ethics and conduct.

## **7. Liability**

- 7.1 You warrant that the Processing of Personal Data under this Agreement is lawful and does not infringe any rights of Data Subjects.
- 7.2 We are not liable for any damage ensuing from a failure on Your part to comply with the GDPR or any other laws and regulations. You also indemnify Us against third-party claims in connection with such damage. This indemnification not only covers any damage suffered by third parties (both material and immaterial) but also any costs incurred by Us in connection with this, such as costs for any legal proceedings and the costs of any fines imposed on Us as a result of Your actions.
- 7.3 The limitation of Our liability as agreed in the Underlying Assignment and the accompanying General Terms and Conditions applies to the obligations set out in this Agreement, on the understanding that one or more claims for damages under this Agreement and/or the Underlying Assignment can never exceed the limitation.

## **8. Transferability of the Agreement**

- 8.1 Neither You nor We are permitted to transfer this Agreement or the rights and obligations under this Agreement to a third party, unless We Jointly agree otherwise in writing.

## **9. Termination and returning/destroying Personal Data**

- 9.1 If the Underlying Assignment is terminated, We will transfer the Personal Data You provided to Us back to You, or We will destroy it on Your request. We will only retain a copy of the Personal Data if We are required to do this under laws and regulations or professional regulations.
- 9.2 The costs incurred by Us for collecting and transferring the Personal Data upon termination of the Underlying Assignment will be borne by You, as will the costs incurred for the destruction of the Personal Data. We will provide You with a cost estimate in advance, on request.

## **10. Additions and amendments to the Agreement**

- 10.1 Any additions and amendments to this Agreement will only be valid if they are made in writing. The term “written” includes changes communicated by email if the other party then agrees to them by email.
- 10.2 Changes to the Personal Data being processed or to reliability requirements, privacy regulations or your requirements may indicate a need to add to or amend this Agreement. If doing so results in material changes in the Underlying Assignment, or if We cannot provide an appropriate level of protection, this may be reason for Us to terminate the Underlying Assignment.

## **11. Final provisions**

- 11.1 On Your request, We will provide You with all the information You require to demonstrate Our compliance with the obligations set out in this Agreement. We will facilitate audits, including inspections, either by You or by an authorised auditor and We will assist in this. The costs incurred in connection with such requests, audits or inspections will be borne by You. The costs of any audits of Our Sub-Processors will also be borne by You.
- 11.2 If required, the Parties will cooperate with the supervisory authority in the fulfilment of its duties.
- 11.3 Dutch law applies to this Agreement, and the Dutch court has jurisdiction to hear any disputes arising from or in connection with this Agreement.
- 11.4 This Agreement takes precedence over any other Agreement concluded by Us with You. If You use any general terms and conditions, these will not apply to this Agreement. The provisions of this Agreement take precedence over the provisions of Our general terms and conditions, unless a provision in these general terms and conditions is specifically referred to.
- 11.5 If it becomes evident that one or more provisions of this Agreement is invalid, this does not affect the validity of the other provisions of this Agreement. We will then consult with You to prepare a new provision. This provision will be in line with the intention of the invalid provision as much as possible, but will of course be phrased in such a way that the new provision will be valid.

### **Signature**

Signed on [date]

---

[client's name + signatory's name]

---

Kop of Munt

## **Annex 1 Technical and organisational security measures**

The Processor declares that it has implemented the following technical and organisational security measures in order to comply with the provisions of this Processor's Agreement.

### Confidentiality

- Physical access security for Personal Data
- Electronic access security for Personal Data by means of two-step authentication
- Password policy

### Integrity

- Transfer of Personal Data exclusively in connection with the Underlying Assignment

### Availability

- Security of Personal Data by means of back-ups and recovery options

## **Annex 2**

In connection with the Agreement, the Processor will process the following Personal Data on the Controller's instruction:

- Name, address and town/city of habitual residence
- Email address
- Telephone numbers
- Gender
- Financial information
- Date of birth
- Citizen Service Number

The Personal Data of the following categories of Data Subjects will be processed:

- Buyers and potential buyers
- Suppliers and potential suppliers
- Employees