

## Processing agreement

### The parties,

The Vendor Management Company B.V., having its registered office at 3833 LD Leusden, Fokkerstraat 12, The Netherlands, registered with the Chamber of Commerce under file number 54679613, hereto duly represented by Mr V. C.P. Brouwer, General Manager of TVMC, hereinafter referred to as: Processor or TVMC

and

the Customer who, during the ordering process for the purchase of TVMC's services and on the conclusion of the agreement for services by TVMC to the Customer, has thereby agreed to this Processing Agreement, hereinafter referred to as "the Controller",

jointly referred to as "the Parties" and individually as "the Party", whereas:

- TVMC provides services to the Controller on the basis of an agreement concluded with the Controller;
- TVMC processes personal data on behalf of the Controller under the aforementioned agreement;
- the Parties are aware of the relevance of proper agreements on processing;
- partly for this reason, the Parties wish to lay down agreements regarding the processing of the personal data in this Processing Agreement;
- TVMC uses Microsoft technology in the performance of its services, which are subject to the conditions set out in the Microsoft Volume Licensing - Conditions for Online Services Netherlands, most recent version, including the applicable Standard Contract Clauses signed by Microsoft;
- with respect to the foregoing and partly in implementation of the provisions of the General Data Protection Regulation (hereinafter: GDPR), the party intend to lay down a number of conditions in the present Processing Agreement, which are applicable to their relationship with regard to, and the processing of personal data, as referred to in the GDPR,

have agreed as follows:

### Article 1. Definitions

The words contained in the Processing Agreement having a capital letter are defined as set out in this article, both in the plural and in the singular.

1. Application(s): online programme(s) and related (Cloud) Services offered through the Platform, developed for PC, laptop, tablet and mobile phone.
2. Data subject(s): the person to whom the Personal Data relates, as referred to in the GDPR, in this case (usually) the user of the Service.
3. Processor: the Party (i.e. TVMC) that processes the Data Subjects' data on behalf of and under the responsibility of the Controller.
4. Processing Agreement: the present Processing Agreement, which forms an inseparable part of and is a supplement to the Agreement, for the purpose of recording the agreements referred to in the GDPR.
5. Data breach: a breach of security that may have adverse consequences for the security of the Personal Data of the Data Subject(s).
6. Service: the Platform, the Applications and any other services purchased by the Controller from TVMC as agreed in the Contract.
7. Personal data: Data that can be traced directly or indirectly to a natural person, as referred to in the GDPR.

8. Platform: TVMC's platform on which the Applications are developed and through which the Applications are available online.
9. Controller: the organisation or the organisations that jointly form a partnership and on whose instructions the Processor processes the prescribed categories of personal data.
10. Agreement: the agreement concluded by the Parties for the provision of Services.
11. Writing/In Writing: In the Processing Agreement, written means:
  - a. Written or printed paper;
  - b. e-mail, provided that the sender's identity has been sufficiently established and the integrity of the message has not been compromised.
13. Processing: any action or set of actions with regard to Personal Data, including in any case the collection, recording, organisation, storage, adaptation, alteration, retrieval, consultation, use, provision through transmission, dissemination or any other form of provision, alignment, combination, blocking, erasure or destruction of Personal Data, as referred to in the GDPR.
14. GDPR: General Data Processing Regulation .

### Article 2. Conclusion and Termination

1. The Processing Agreement shall be concluded upon the order of the Controller for the provision of the AddVue Service.
2. The general terms and conditions of TVMC shall apply to the Processing Agreement. Any result or effort obligations in the Processing Agreement are expressly also subject to the limitation of liability included in TVMC's general terms and conditions.
3. The Processing Agreement shall end by operation of the law at the time of termination of the Agreement.
4. As soon as the Processing Agreement ends, for any reason, TVMC is obliged to return all data, including personal data, to the Controller within 60 days of the termination date and to (cause to) destroy them on its own systems or the systems of third parties hired by it. If destruction is not possible or is unreasonably invasive and costly, then disconnection of the Data Subject(s) (or at least the account of such Data Subject(s)) and his or her data will suffice. TVMC must prevent the data from being reconnected, for example by restoring a back-up.

### Article 3. Purposes of Processing

1. TVMC shall only process the provided personal data for the purposes of implementing the Contract and in accordance with the purpose and means determined by the Controller.
2. TVMC processes Personal Data on behalf of the Controller in any event with the aim of accomplishing the online availability of the Service.
3. The Controller shall inform TVMC of processing purposes insofar as they are not already mentioned in this Processing Agreement. TVMC shall not Process the Personal Data for any purpose other than as specified by the Controller.

### Article 4. TVMC obligations

1. TVMC shall, with regard to the Processing referred to in Article 3, ensure compliance with the applicable laws and regulations with regard to Personal Data protection, such as the GDPR.
2. TVMC shall, upon first request, inform Controller of the measures it has taken regarding its obligations under this Processing Agreement.
3. TVMC's obligations under the Processing Agreement also apply to those who Process Personal Data under TVMC's authority, including but not limited to employees in the widest sense of the word.

4. TVMC Processes the Personal Data exclusively within the European Union.  
TVMC maintains a list of categories of personal data which it processes on the instructions of the Controller.
6. In the event of a request to do so, TVMC shall cooperate with the Supervisor (Personal Data Authority) in exercising its duties.

#### Article 5. Transfer to third parties

1. With respect to hosting the AddVue Services to be provided by TVMC, the Controller gives TVMC permission to have the Personal Data Processed by a third party.
2. TVMC shall impose the same obligations on this third party in respect of the Customer as result from this Processing Agreement itself.

#### Article 6. Responsibility

1. TVMC is solely responsible for the Processing of Personal Data through the Service it offers under the Contract under the conditions set out in the Processing Agreement. TVMC explicitly bears no liability for any other Processing of Personal Data, including in any case but not limited to the collection of the Personal Data by the Controller and/or third parties, to which TVMC does not make or has not made any contribution.
2. The responsibility for the Personal Data Processed using the Service is vested with the Controller. The Controller guarantees TVMC that the content, the use and/or the Processing of the Personal Data are not unlawful and do not infringe any right of a third party.
3. The Controller shall indemnify TVMC against any legal claim from third parties, on any account whatsoever, in connection with the performance of the Processing Agreement, unless the Controller proves that the facts underlying the claim should be attributed solely to TVMC and that the situation is related to intent or gross negligence.

#### Article 7. Requests from Data Subjects

1. If the Data Subject makes a request to view, or rectify, supplement, amend, block or remove data, as referred to in the GDPR, the Parties will do their utmost to comply with this request. If the Data Subject requests deletion, the following applies: if deletion is not possible or is unreasonably evasive and costly, it will suffice to disconnect the Data Subject (or at least the account of the Data Subject) from his or her data. TVMC must prevent the data from being reconnected, for example by restoring a back-up.
2. If the Processing Party requests a copy for the purpose of a Data Subject, TVMC shall provide the Client with a digital copy in a .pdf format or another format to be determined by TVMC.

#### Article 8. Secrecy and confidentiality

1. All Personal Data received by TVMC from the Controller and/or collected by it under the Processing Agreement are subject to a (derived) obligation of confidentiality in respect of third parties. TVMC shall not use the Personal Data for any purpose other than for the purpose for which it obtained them.
2. This secrecy obligation shall not apply insofar as the Controller has given its express consent to provide the information to third parties, if providing the information to third parties is logically necessary in view of the nature of the assignment given and the

performance of the Processing Agreement, or in case of a legal obligation to provide the information to a third party.

#### Article 9. Security

1. TVMC shall take sufficient technical and organisational measures with regard to the Personal Data Processing to be carried out against loss or against any form of unlawful Processing (such as unauthorised access, impairment, modification or transmission of the data), including in any case:
  - a. TVMC shall make arrangements for adequate access security to the Personal Data obtained under the Contract, so that only authorised staff can gain access. TVMC shall maintain a list of authorised staff;
  - b. TVMC guarantees to be able to present a Microsoft ISO 27002 'in control' statement and guarantees to have completed the sufficient set of objectives it has formulated, which have been formulated for the purpose of obtaining the 'in control' statement;
  - c. TVMC will support the file exchange with integrity checks where possible;
  - d. TVMC has an adequate and up-to-date system in place to ward off and adequately deal with malicious software, including computer viruses.
2. The Controller is responsible for compliance with the measures taken by the Parties when using the Service consisting of (but not limited to) the Applications and the Platform.
3. TVMC is responsible for implementing the measures established by the Parties for the security of the Service consisting of, but not limited to, the Applications and the Platform.

TVMC does not guarantee that security is effective in all circumstances.

4. The Controller shall only provide Personal Data to TVMC for Processing purposes if it has ensured that the required security measures have been taken.
5. At the first request of a Party, the other Party will inform it in writing within 2 working days about how its obligations shall be implemented under the laws and regulations with regard to Personal Data protection, including in any event the GDPR.

#### Article 10. Duty to report

1. TVMC shall notify the Controller immediately in the event of a Data Leak.
2. The Controller has the explicit (ultimate) responsibility, if legislation and/or regulations so require, to report the Data Leak to the Data Subject(s) concerned and the relevant authorities.
3. The obligation to report shall in any case include reporting the fact that a leak has occurred, as well as:
  - a. the (alleged) cause of the leak;
  - b. the (as yet known and/or expected) consequence;
  - c. the (proposed) solution;
  - d. who has been informed (such as the Data Subject, the Client, the supervisory authority, etc.).

#### Article 11. Final provisions

1. The general terms and conditions of The Vendor Management Company B.V. apply to this Processing Agreement.
2. If any provision of the Processing Agreement proves to be invalid, this will not affect the validity of the entire Processing Agreement. In this case, the parties shall adopt (a) new provision(s) by way of



replacement, which will correspond to the intention and purport of the original Processing Agreement as much as is legally possible.

**Appendix: outline of the data and its purposes that are processed by the Processor on the instructions of the Controller in the performance of the Agreement, subject to this Processing Agreement.**

Leusden, May 2022  
The Vendor Management Company B.V.

**Appendix: Data and purposes of Data Processing**

The name of the Processing	Contract and Supplier Management
Type of product and/or service	SaaS platform based on Azure Cloud
The purpose of Processing	The purpose of the Processing is to monitor the performance of the suppliers contracted by the Controller.
The type of the Processing	<p>Capturing and maintaining user data for authentication and authorisation</p> <p>Recording and updating activities, documents, performance, etc., in order to assess and improve contractually agreed levels of supplier performance</p>
Description of the Type of Personal Data Categories)	<p>Registration of general user data.</p> <p>For the purpose of authentication and authorisation of users, AddVueConnect records the following user data of both internal and external users:</p> <ul style="list-style-type: none"> <li>- First name</li> <li>- Surname</li> <li>- Telephone number</li> <li>- E-mail address</li> <li>- Organisation</li> <li>- Position</li> <li>- Photo (not mandatory)</li> </ul>
Description of the Data Subjects	<p>AddVueConnect is not publicly accessible.</p> <p>AddVueConnect is only accessible to users designated and registered by the Controller. These users may be both internal and external users (suppliers of the Controller).</p>
Use of Subcontractors/Subprocessors in the provision of the Service? If yes, which ones?	<p>Microsoft</p> <p>pa: Evert van de Beekstraat 354</p> <p>1118 CZ Schiphol</p>
Outline of the security measures	<p>Microsoft Azure Compliance Offerings, including</p> <ul style="list-style-type: none"> <li>- ISO 9001</li> <li>- ISO 27001</li> <li>- ISO 27017</li> <li>- ISO 27018</li> <li>- ISO 9001</li> <li>- ISO 2000</li> <li>- AFM / DNB</li> <li>- HIPAA</li> <li>- HITRUST</li> <li>- NEN 7510</li> <li>- and other.</li> </ul> <p>Also refer to: <a href="https://azure.microsoft.com/nl-nl/overview/trusted-cloud/">https://azure.microsoft.com/nl-nl/overview/trusted-cloud/</a></p>