



Version 1.2 | May 2018

Data Processing Agreement **Open Social** (Enterprise)

Index

Article 1. Purposes of Processing	2
Article 2. Processor Obligations	3
Article 3. Transfer of Personal Data	3
Article 4. Allocation of Responsibilities	3
Article 5. Involvement of Sub-processors	4
Article 6. Security	4
Article 7. Notification and Communication of Data Breaches	5
Article 8. Processing Requests from Data Subjects	5
Article 9. Confidentiality obligations	5
Article 10. Audit	6
Article 11. Liability	6
Article 12. Term and Termination	6
Article 13. Applicable Law and Competent Venue	7
Appendix 1: Stipulation of Personal Data and Data Subjects	7
Personal data	7

1. NAME HERE, registered with the Chamber of Commerce under number XXXXXXXXX (hereinafter: **Controller**),

and

2. Open Social B.V., registered with the Chamber of Commerce under number 60888970 (hereinafter: **Processor**),

considering, that

- the Controller has access to personal data of various data subjects,
- the Controller intends to have the Processor perform certain processing operations, for which the Controller determines purpose and means,
- the Processor is willing to do so, and further is willing to adhere to the obligations regarding security and other aspects of data processing legislation to the best of its abilities,
- the Parties, considering the requirement from data processing legislation for a written instrument to record their rights and obligations,
- the Processor is also willing to take the mandatory security measures, and other measures, imposed by the GDPR, insofar this is within its power,
- the Parties, in consideration of the requirements of Article 28(3) GDPR, wish to lay down their rights and obligations in writing.

have agreed as follows:

Article 1. Purposes of Processing

1.1. Processor hereby agrees under the terms of this Data Processing Agreement to process personal data on behalf of the Controller. Processing shall be done solely for the purpose of storing data in the 'cloud' for the benefit of Controller, and associated online services, the transmission of newsletters for Controller, and all purposes compatible therewith or as determined jointly.

1.2. The personal data to be processed by Processor for the purposes as set out in the previous clause and the categories of data subjects involved are set out in Appendix 1 to this Data Processing Agreement. Processor shall not process the personal data for any other purpose unless with Controller's consent. Controller shall inform Processor of any processing purposes to the extent not already mentioned in this Data Processing Agreement. Processor, however, is permitted to use personal data for quality assurance purposes, including surveys to data subjects and statistical research purposes regarding the quality of Processor's services.

1.3. All personal data processed on behalf of Controller shall remain the property of Controller and/or the data subjects in question.

Article 2. Processor Obligations

2.1. Regarding the processing operations referred to in the previous clause, Processor shall comply with all applicable legislation, including at least all data processing legislation such as the General Data Protection Regulation (GDPR).

2.2. Upon first request Processor shall inform Controller about any measures taken to comply with its obligations under this Data Processing Agreement.

2.3. All obligations for Processor under this Data Processing Agreement shall apply equally to any persons processing personal data under the supervision of Processor, including but not limited to employees in the broadest sense of the term.

2.4. Processor shall inform Controller without delay if in its opinion an instruction of Controller would violate the legislation referred to in the first clause of this article.

2.5. Processor shall provide reasonable assistance to Controller in the context of any privacy impact assessments to be made by Controller.

2.6. Processor shall, in accordance with Article 30 GDPR, keep a register of all categories of processing activities which it carries out on behalf of the Controller under this data processing agreement. At Controller's request, Processor shall provide Controller access to this register.

Article 3. Transfer of Personal Data

3.1. Processor may process the personal data in any country within the European Union.

3.2. In addition Processor may transfer the personal data to a country outside the European Union, provided that country ensures an adequate level of protection of personal data and complies with other obligations imposed on it under this Data Processing Agreement and the General Data Protection Regulation (GDPR), including the availability of appropriate safeguards and enforceable data subject rights and effective legal remedies for data subjects.

3.3. Processor shall report to Controller of the countries involved. Processor warrants that, considering the circumstances that apply to the transfer of personal data or any category of transfers, the country or countries outside the European Union have an adequate level of protection.

3.4. In particular, Processor shall take into account the duration of the processing, the country of origin and the country of destination, the general and sector-based rules of law in the country of destination and the professional rules and security measures which are complied within that country.

Article 4. Allocation of Responsibilities

4.1. The authorised processing operations shall be performed in a fully automated fashion under control of Processor.

4.2. Processor is solely responsible for the processing of personal data under this Data Processing Agreement in accordance with the instructions of Controller and under the explicit supervision of Controller. For any other processing of personal data, including but not limited to any collection of personal data by Controller, processing for purposes not reported to Processor, processing by third parties and/or for other purposes, the Processor does not accept any responsibility.

4.3. Controller represents and warrants that the content, usage and instructions to process the personal data as meant in this Data Processing Agreement are lawful and do not violate any right of any third party.

Article 5. Involvement of Sub-processors

5.1. Processor shall only involve those third parties in the processing under this Data Processing Agreement that were listed in the Appendix or with the prior written permission of Controller, which permission may be made conditional.

5.2. In any event, Processor shall ensure that any third parties are bound to at least the same obligations as agreed between Controller and Processor.

5.3. Processor represents and warrants that these third parties shall comply with the obligations under this Data Processing Agreement and is liable for any damages caused by violations by these third parties as if it committed the violation itself.

Article 6. Security

6.1. Processor shall use reasonable efforts to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processing operations involved, against loss or unlawful processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed).

6.2. Processor shall implement at least the specific security measures included in the Security Protocol available under the name "Critical Security Controls (CSC) of Center for Internet Security (CIS)". Processor may adjust the Security Protocol at any time unilaterally. Processor shall inform Controller of any adjustments.

6.3. Processor does not warrant that the security is effective under all circumstances. If any security measure explicitly agreed in this Data Processing Agreement is missing, then Processor shall use best efforts to ensure a level of security appropriate to the risk-taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

6.4. Controller shall only provide personal data to Processor for processing if it has ensured that the required security measures have been taken. Controller is responsible for the parties' compliance with these security measures.

Article 7. Notification and Communication of Data Breaches

7.1. Controller is responsible at all times for notification of any security breaches and/or personal data breaches (which are understood as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) to the competent supervisory authority, and for communication of the same to data subjects. In order to enable Controller to comply with this legal requirement, Processor shall notify Controller within 48 hours after becoming aware of an actual or threatened security or personal data breach.

7.2. A notification under the previous clause shall be made at all times, but only for actual breaches.

7.3. The notification shall include at least the fact that a breach has occurred. In addition, the notification shall:

- describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- include the name and contact details of the Data Protection Officer (if appointed) or a contact person regarding privacy subjects;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.4. Processor shall document all data breaches in accordance with Article 33(5) GDPR, including the facts relating to the personal data breaches, the consequences thereof and the measures taken to correct the respective breach. At Controller's request, Processor shall provide access hereto.

Article 8. Processing Requests from Data Subjects

8.1. In the event a data subject makes a request to exercise his or her legal rights under the GDPR (Articles 15-22) to Controller, Processor shall handle the request itself, without being required to inform Controller of the manner in which the request is handled.

8.2. May not charge any costs for handling the request to Controller.

Article 9. Confidentiality obligations

9.1. All personal data that Processor receives from Controller and/or collects itself is subject to strict obligations of confidentiality towards third parties. Processor shall not use this information for any goals other than for which it was obtained, not even if the information

has been converted into a form that is no longer related to an identified or identifiable natural person.

9.2. The confidentiality obligation shall not apply to the extent Controller has granted explicit permission to provide the information to third parties, the provision to third parties is reasonably necessary considering the nature of the assignment to Controller or the provision is legally required.

Article 10. Audit

10.1. Controller has the right to have audits performed on Processor by an independent third-party bound by confidentiality obligations to verify compliance with the security requirements, compliance with data processing regulations, unauthorised use of personal data by Processor personnel, compliance with the Data Processing Agreement, and all issues reasonably connected thereto.

10.2. This audit may be performed once every year.

10.3. Processor shall give its full cooperation to the audit and shall make available employees and all reasonably relevant information, including supporting data such as system logs.

10.4. The audit findings shall be assessed by the parties in joint consultation and may or may not be implemented by either party or jointly.

10.5. The costs of the audit shall be borne by Controller.

Article 11. Liability

11.1. Parties explicitly agree that any liability arising in connection with personal data processing shall be as provided in the Agreement.

Article 12. Term and Termination

12.1. This Data Processing Agreement enters into force upon signature by the parties and on the date of the last signature.

12.2. This Data Processing Agreement is entered into for the duration of the cooperation between the parties.

12.3. Upon termination of the Data Processing Agreement, regardless of reason or manner, Processor shall - at the choice of Controller - return in original format or destroy all personal data available to it.

12.4. Parties may change this Data Processing Agreement only with mutual consent.

Article 13. Applicable Law and Competent Venue

13.1. Data Processing Agreement and its execution are subject to Dutch law.

13.2. Any disputes that may arise between the parties in connection with this Data Processing Agreement shall be brought to the competent court for the place of business of Processor.

Was signed,

For the **Controller**:

For the **Processor** (Open Social B.V.):

Name:

Name: **Taco Potze**

Title:

Title: **CEO**

Date:

Date:

Appendix 1: Stipulation of Personal Data and Data Subjects

Personal data

Processor shall process the below personal data under the supervision of Controller, as specified in article 1 of the Data Processing Agreement:

- Names and addresses
- Telephone numbers
- E-mail addresses
- Visitor behaviour
- IP addresses
- Social media accounts
- (Portrait) photos
- Resumes
- Dates of birth

- Job titles
- Organizations
- Self introductions
- Expertises
- Interests
- Posts
- Topics
- Events
- Event enrollments
- Private Messages
- Groups
- Comments
- Likes
- Content follows
- File uploads
- Tags
- Basic pages
- Landing pages
- Book pages
- Device names and browser subscription data (if PWA module is used)
- Registration dates
- Last login dates
- Last access dates
- Data policy agreements (if data policy module is used)
- Language settings (if language module is used)
- Profile tags

Of the following categories of data subjects:

- Website visitors

Controller represents and warrants that the description of personal data and categories of data subjects in this Appendix 1 is complete and accurate, and shall indemnify and hold harmless Process for all faults and claims that may arise from a violation of this representation and warranty.

