

**GENERAL  
PROVISIONS  
PROCESSING  
AGREEMENT  
LOYALS B.V.**

*loyals*

## GENERAL PROVISIONS PROCESSING AGREEMENT LOYALS

***These general provisions apply to all processing agreements concluded with Loyals. Loyals is a group of companies established in Mijdrecht. The group companies perform their Services on behalf of their Clients. Those Services lead to a Processing of Personal Data. Clients (and Data Subjects) use the Loyals Services and thereby determine which Personal Data is processed by Loyals. Clients must therefore be regarded as Controller, as referred to in Article 4 sub 7 of the General Data Protection Regulation (GDPR), for the Processing of Personal Data. Loyals must therefore be regarded as a Processor as referred to in Article 4 sub 8 of the GDPR.***

### **1. Definitions**

- 1.1. GDPR: the General Data Protection Regulation (EU) 2016/679.
- 1.2. Processor: the Loyals group company that has concluded an agreement to provide Services with the Controller
- 1.3. Client: the Controller.
- 1.4. Data Subject: the person to whom the Personal Data relates.
- 1.5. Agreement: the agreement(s) to provide Services.
- 1.6. Services: the project/assignment as performed by Loyals on the basis of an Agreement.
- 1.7. Personal data(s): all information about an identified or identifiable natural person that is Processed in the context of the Assignment and the related Services.
- 1.8. Sub-processor: a Loyals group company or other professional services provider that performs (part of) the Services without being subject to the direct authority of Loyals.
- 1.9. Processing: an operation or a set of operations relating to Personal Data or a set of Personal Data, whether or not performed by automated processes, such as collecting, recording, organising, structuring, storing, updating or changing, retrieving, consulting, using, providing by transmission, distribution or otherwise making available, alignment or combination, blocking, erasure or destruction of data.
- 1.10. Data leak: an infringement in connection with the Personal Data, as referred to in Article 4 sub 12 of the GDPR.
- 1.11. Conditions: the conditions in this processor agreement.

### **2. Applicability**

- 2.1. These Terms and Conditions apply to Personal Data collected in the context of Services performed by or on behalf of Loyals for the benefit of the Client.
- 2.2. These Terms and Conditions can only be deviated from in a written agreement between Loyals and the Client.

### **3. Obligations Loyals**

- 3.1. Loyals will Process the Personal Data in accordance with the law, these Terms and Conditions, the Agreement and all (future) reasonable written instructions from the Client with regard to the Processing of the Personal Data.
- 3.2. Loyals will exercise the due care that may be expected from a professional contractor in the Processing.
- 3.3. Loyals will only Process the Personal Data to the extent necessary to perform the Services, as referred to in the Agreement. Any deviation from this requires the prior written consent of the Client.
- 3.4. Loyals guarantees that the persons authorised to Process the Personal Data have undertaken to observe the necessary confidentiality.
- 3.5. Loyals takes appropriate technical and organisational measures to protect the Personal Data against any form of loss, unauthorised access to, unauthorised modification or unauthorised disclosure of Personal Data, as well as to maintain the reliability of the information systems it uses.
- 3.6. At the Client's request, Loyals will provide further information to the Client regarding its security policy on a confidential basis.

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- 3.7. Loyals will not engage any Sub-processor(s) other than in accordance with the provisions of Article 6.
- 3.8. Loyals will not provide the Personal Data to a Third Party, unless on written instruction from the Client or on the basis of a legal obligation.
- 3.9. Loyals will provide the Client with reasonable cooperation in the performance of a data protection impact assessment, as referred to in Article 35 of the GDPR, on the Processing of Personal Data.
- 3.10. As soon as Loyals becomes aware of a Data Leak arising with regard to the Personal Data, Loyals will inform the Client about the Data Leak without undue delay and will provide all reasonable cooperation in the fulfilment of the obligations under Articles 33 and 34 of the GDPR.
- 3.11. If a Data Breach occurs, despite the fact that the Processor has implemented measures as agreed with the Controller, the Controller cannot hold the Processor liable for any damage suffered by the Controller as a result.
- 3.12. After termination of the Agreement, Loyals will provide the Personal Data at the request of the Client in a common format or destroy it in a secure manner.
- 3.13. Loyals will provide the Client with all information necessary to fulfil its obligations to demonstrate pursuant to Article 28 of the GDPR, as well as to provide reasonable cooperation to audits or inspections by or on behalf of the Client.
- 3.14. At the specified request of the Client, Loyals will provide the information for the fulfilment of the obligations of the Client on the basis of Article 30, paragraph 1 of the GDPR.
- 3.15. Loyals will provide the Client with reasonable cooperation to comply with the obligations arising from the guarantees, as referred to in Article 5.2, and/or the laws and regulations, as referred to in Article 5.4.
- 3.16. At the request of the Client, Loyals will make the information available to the Data Subject, as referred to in Article 5.5.
- 3.17. At the request of a Client, Loyals will cooperate in a further description of the type of Personal Data, the categories of Data Subjects, the subject matter, duration, nature and purposes of the Processing, as well as a further description of the Processing Activities by Sub-processors. Where possible, this information is recorded by Loyals in or added to the Agreement that applies to the Services

### **4. *Rights Loyals***

Loyals has the right to immediately discontinue the Services if it is suspected that the Client is acting in violation of the GDPR.

### **5. Obligations of the Client and/or Data Subjects**

- 5.1. The Controller is obliged to comply with the applicable laws and regulations when performing the Services, including in any case: compliance with the Processing Principles of Article 5 of the GDPR, having a valid basis for the Processing of the Personal Data, as referred to in Article 6 of the GDPR, compliance with the provisions regarding the Processing of special data, as referred to in Article 9 of the GDPR, the performance of a data protection impact assessment, as referred to in Article 35 of the GDPR on the Processing of Personal Data at itself and/or Loyals in the context of the Services, as well as the applicable employment law and employee participation legislation to the extent relevant to the Services.
- 5.2. The Client guarantees Loyals compliance with the applicable laws and regulations regarding the international transfer of Personal Data between Loyals on the one hand and the Client and/or Interested Party on the other, including in any case the relevant provisions and guarantees, as referred to in Chapter 5 of the GDPR. The Client informs Loyals about the nature of the guarantees and the possible effects that these have on the performance of the Services.
- 5.3. The Client is obliged to ensure that the Personal Data is supplied via Loyals' designated secure communication channels.
- 5.4. The Client provides the Data Subject, whether or not via Loyals, with the information regarding the processing of the Personal Data, as referred to in Articles 13 and 14 of the GDPR, including, if applicable, its Data Protection Officer, the purpose of the Processing, the recipients (including Loyals and its Sub-processors), the basis of the Processing, and the applicable rights of the Data Subject in the Processing. For the sake of clarity, the right to portability, as referred to in Article 20 of the GDPR, does not apply to the Personal Data Processed in the context of the Services. The costs on the part of Loyals for making the information available, as well as for adjusting the information, are for the account of the Client.

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5.5. The Client is responsible for properly handling questions, requests or complaints from Data Subjects with regard to the exercise of their rights regarding the Processing of their Personal Data in the context of the Services and the Client will expressly communicate this to the Data Subjects.

### ***6. Sub-processors***

6.1. The Client hereby agrees to engage the companies belonging to the Loyals group as Sub-processors, as well as the Sub-processor(s) mentioned in Special Provisions to these Terms and Conditions. Loyals will oblige the Sub-processor to take appropriate technical and organisational measures for the security of the Personal Data and furthermore bind it to other obligations in the field of the processing of Personal Data that are at least equal to its own obligations under these Conditions.

6.2. Loyals will inform the Client as soon as possible about its intention to engage a new or different Sub-processor. Unless the Client objects to the engagement of the relevant Sub-processor, it is deemed to agree to the engagement of the relevant Sub-processor. If the Client objects to the engagement of the new or different Sub-processor, Loyals and the Client will consult to find a reasonable alternative for the Processing Activities concerned. The additional costs for the agreed alternative will be borne by the Client. If no alternative acceptable to both parties can be found, the Client has the right to dissolve the Agreement.

### ***7. Rights of Data Subjects***

Loyals and the Client provide each other with full cooperation to comply with a request from a Data Subject to inspect, correct, supplement, delete or block the Personal Data within the legal terms and to carry out an honoured registered objection to the processing of the Personal Data.

### ***8. Liability***

8.1. Loyals is liable towards the Client for damage or loss incurred by the Client as a result of the Processing of the Personal Data in violation of these Terms and Conditions.

8.2. Loyals' total liability for damage is always limited to the amount paid out by Loyals' liability insurance. If the insurance does not provide a payment or if the incident is not covered by any cover, the liability for damage will be limited to compensation for direct damage up to a maximum of the amount of the price stipulated in the Agreement for the Services (excl. VAT). If the Agreement is a continuing performance agreement with a term of more than one year, the price stipulated for that Agreement is set at the total of the fees (excluding VAT) stipulated for one year. This limitation of liability will lapse if and insofar as the damage is the result of intent, gross negligence or serious negligence on the part of Loyals' senior management.

8.3. Loyals' liability for indirect damage, consequential damage, damage as a result of claims by the Data Subject and damage in connection with mutilation, destruction or loss of the Personal Data is excluded.

8.4. The Client indemnifies Loyals against all costs and claims of the Data Subject as a result of damage or disadvantage due to non-compliance with the GDPR by the Client.

8.5. Any claims by the Client in the sense referred to in this article must be submitted within one year after discovery of damage, failing which the Client has forfeited their rights.