

## **PROCESSING OF PERSONAL DATA**

If Newcraft Group B.V. (the Supplier) processes Personal Data for the benefit of the Customer when performing the Agreement, the following conditions will apply as a supplement to the General Conditions.

### **Article 1. General**

1. The definitions in this Appendix that are defined in the General Data Protection Regulation (hereafter: "the GDPR") have the meaning assigned to them in the GDPR.
2. During the processing of Personal Data, the Customer may be considered the Controller, or if the Customer is processing the Personal Data for the benefit of a third party, it may be considered the Processor. Newcraft Group B.V. (depending on the capacity in which the Customer is processing the Personal Data) occupies the role of Processor or sub-processor.

### **Article 2. Purposes of the processing**

1. Newcraft Group B.V. undertakes, subject to the conditions in the Agreement, to process Personal Data on the instructions of the Customer. The processing will take place solely in the context of the performance of the Agreement, as well as for the purposes that are reasonably related to such or that are agreed and stipulated at a later date.
2. Newcraft Group B.V. will not use the Personal Data for any purpose other than that determined by the Customer. The Customer will inform Newcraft Group B.V. of the processing purposes, in so far as not already referred to in this Appendix. The categories of data subjects and the Personal Data involved have been laid down in the addendum to this Appendix.
3. Newcraft Group B.V. will have no control over the purpose and the means of processing the Personal Data and will take no decisions on the receipt and use of the Personal Data, the disclosure of such data to any third party and the period during which the Personal Data are to be stored.

### **Article 3. Obligations of the Supplier**

1. With regard to the processing referred to in Article 2, Newcraft Group B.V. will ensure compliance with the conditions that are imposed on the processing of Personal Data on the basis of the GDPR.
2. Newcraft Group B.V. will process Personal Data and other data that will be supplied to Newcraft Group B.V. by or on behalf of the Customer.
3. Newcraft Group B.V. will inform the Customer, at its request and within a reasonable period, of the measures it has taken regarding its obligations in accordance with this Appendix.
4. The obligations of Newcraft Group B.V. ensuing from this Appendix will also apply to parties that process Personal Data under the authority of Newcraft Group B.V.
5. Newcraft Group B.V. will inform the Customer if it believes that an instruction of the Customer is contrary to the relevant privacy legislation.
6. Newcraft Group B.V. will offer the Customer all required assistance if a data protection audit or a prior consultation with the regulator should be required within the context of the processing.

### **Article 4. Transfer of Personal Data**

1. Newcraft Group B.V. may process the Personal Data in countries within and outside the European Union, with due observance of the relevant legislation.



2. Newcraft Group B.V. will inform the Customer, at its request, of the country or countries involved.

### **Article 5. Division of responsibility**

1. The parties will ensure compliance with applicable privacy legislation.
2. The permitted processing will be carried out by Newcraft Group B.V. within an automated or semi-automated environment.
3. Newcraft Group B.V. will be responsible only for the processing of Personal Data in accordance with this Appendix, subject to the instructions of the Customer and in accordance with the express final responsibility of the Customer. For all other processing of Personal Data, including in any event but not limited to the collection of the Personal Data by the Customer, processing for purposes that have not been reported by the Customer to the Supplier, processing for third parties and/or for other purposes, Newcraft Group B.V. will not be responsible. The responsibility for this processing rests exclusively with the Customer.
4. The Customer guarantees that the contents, the use and the assignment to process Personal Data, as referred to in this Appendix, are not unlawful and do not violate any rights of third parties.

### **Article 6. Engaging third parties or subcontractors**

1. The Customer hereby grants Newcraft Group B.V. permission to engage third parties (sub-processors) during the processing.
2. At the request of the Customer, Newcraft Group B.V. will inform the Customer as soon as possible regarding the sub-processors it has engaged. The Customer is entitled to object to the engagement of a sub-processor. This objection must be submitted in writing and substantiated within two weeks.

### **Article 7. Security**

Newcraft Group B.V. will make every effort to take appropriate technical and organisational measures with regard to the Personal Data to be processed in order to counter loss or any form of unlawful processing (such as unauthorised inspection, impairment, alteration or disclosure of the Personal Data).

2. Newcraft Group B.V. cannot guarantee that the security will be effective under all circumstances. The Supplier will make every effort to ensure that the security is of such a level that, in view of the state of the art, the sensitivity of the Personal Data and the costs relating to taking security measures, is not unreasonable.
3. The Customer will make Personal Data available to Newcraft Group B.V. for processing only if the Customer has assured itself that the required security measures have been taken. The Customer will be responsible for compliance with the measures agreed by the parties.

### **Article 8. Obligation to report**

1. In the event of a security breach and/or a data breach (which will be understood to include: a breach of security which accidentally or unlawfully results in the deletion, loss, alteration, or unauthorised disclosure of, or access to, data that is transmitted, stored, or otherwise processed), Newcraft Group B.V. will make every effort to inform the Customer as soon as possible. The Customer will then assess whether or not it will inform the regulatory authorities and/or the data subjects. Newcraft Group B.V. will make every effort to ensure that the information provided is complete, correct and accurate.



2. If legislation and/or regulations require such, Newcraft Group B.V. will cooperate in informing the relevant authorities and possibly the data subjects. The Customer will be responsible for reporting to the relevant authorities.
3. The reporting obligation involves in any event reporting the fact that there has been a leak, as well as:
  - the supposed cause of the leak;
  - the consequences then known and/or the expected consequences;
  - the solution or proposed solution;
  - the measures that have already been taken;
  - contact information for following-up the report;
  - the parties informed (e.g. the data subject, the Customer, the regulator).

### **Article 9. Dealing with requests of data subjects**

1. If a data subject submits a request regarding his or her Personal Data to Newcraft Group B.V., it will pass on the request to the Customer and inform the data subject of such. The Customer will subsequently deal with the request independently. If it turns out that the Customer requires the help of Newcraft Group B.V. for dealing with the request, the Supplier will cooperate and may charge costs for doing so.

### **Article 10. Non-disclosure and confidentiality**

1. All Personal Data that Newcraft Group B.V. receives from the Customer and/or collects itself in the context of this Appendix will be subject to a non-disclosure obligation with respect to third parties. Newcraft Group B.V. will not use this information for a purpose other than which it obtained these data, unless these data have been converted into such a form that they cannot be traced to data subjects.

2. This non-disclosure obligation will not apply:

- in so far as the Customer has granted express permission to issue the information to third parties; or
- if the issue of the information to third parties is logically necessary for the implementation of the Main Agreement or this Appendix; and
- if there is a legal obligation to issue the information to a third party.

### **Article 11. Audit**

1. The Customer has the right to have audits performed by an independent ICT expert who is subject to a non-disclosure obligation to check compliance with all points in this Appendix.

2. This audit will take place only after the Customer has requested and assessed similar audit reports at Newcraft Group B.V. and has put forward reasonable arguments that justify an audit initiated by the Customer. Such an audit will be justified if the similar audit reports at the Supplier fail to provide a definite or insufficient answer regarding compliance with this Appendix by Newcraft Group B.V. The audit initiated by the Customer will be carried out annually, two weeks after prior notification by the Customer.

3. Newcraft Group B.V. will cooperate with the audit and will make available all reasonably relevant information, including supporting data such as system logs, as well as staff, as promptly as possible and within a reasonable term, with a maximum term of two weeks being reasonable, unless an urgent interest dictates otherwise.

4. The findings resulting from the audit will be assessed by the parties in consultation and, depending on the result, will be implemented or otherwise by one of the parties or by both parties jointly.

5. The reasonable costs for the audit will be borne by the Customer, on the understanding that the costs for engaging the ICT expert will always be borne by the Customer.



**Article 12. Duration and termination**

1. The Appendix has been entered into for the duration as stipulated in the Agreement between the parties and if no duration is stipulated, in any event for the duration of the collaboration.
2. The Appendix cannot be terminated prematurely.
3. The parties may amend this Appendix only with the mutual agreement of the parties.
4. Following the termination of the Appendix, NEWCRAFT GROUP B.V. will immediately destroy the Personal Data received from the Customer, unless the parties agree otherwise.

