Processing Agreement

Safe Workplace (F-Secure PSB Workstation)

Ziggo zakelijk

1808042

The undersigned:

(1) **ZIGGO ZAKELIJK SERVICES B.V.**, a private limited liability company, with its registered office in Utrecht, the Netherlands, and with its principal place of business at Boven Vredenburgpassage 128, 3511 WR, Utrecht, registered with the Chamber of Commerce under number 33306448 hereby legally represented by **John van Vianen**, hereinafter referred to as the '**Supplier**';

and

(2) [Company name], [add legal form company], [add country], with its registered office in [add place of registered office], the Netherlands, and with its principal place of business at, [add business adress], registered with the Chamber of Commerce under number [add number], hereby legally represented by [add name of legal representatives], hereinafter referred to as the '**Client**';

hereinafter also jointly referred to as the '**Parties**', and each individually as the '**Party**'.

Considerations

- The Parties have entered into an agreement (the 'Agreement') under which the Supplier provides services (the '**Service**s') to the Client, (as defined in **Appendix 1** to this processing agreement).
- In providing the Services to the Client, the Supplier may process Personal Data from time to time.
- In those cases in which the Supplier processes the Personal Data as the Processor on behalf of the Client (pursuant to **Appendix 1** to this agreement), the Parties wish to enter into this processing agreement (including its corresponding appendices) (the '**Processing Agreement**'), in order to set out their mutual rights and obligations in connection with the processing of Personal Data.

Have agreed as follows:

1. Defenitions and appendices

All words with initials in this Processing Agreement have the meaning attached to them in the General Data Protection Regulation (2016/679) unless this Processing Agreement expressly states otherwise.

2. Subject

1. This Processing Agreement governs the Processing of Personal Data insofar as the Supplier acts as the Processor within the framework of the Agreement.
2. The Supplier shall only act as the Processor for the provided services (the '**Relevant Services**'), which are described in Appendix 1 to this Processing Agreement.
3. This Processing Agreement expressly does not govern the relationship between the Client and the Supplier, insofar as the Supplier for the services it provides under the Agreement acts as the Controller, unless the Parties have agreed otherwise in writing.

3. Appointment

1. The Client appoints the Supplier to Process the Personal Data insofar as this concerns the Relevant Services. The Processing, including the processing by the Supplier on behalf of the Client and the instructions to the Supplier by the Client in respect of this Processing, are described in Appendix 1 to this Processing Agreement. The Supplier, in performing this Processing in respect of the Relevant Services, acts on behalf and by order of the Client.
2. The Client shall have the sole responsibility for determining the objective and the resources for the Processing of Personal Data insofar as relevant to the Relevant Services.
3. The Client will make sure that, in respect of the Relevant Services:
   (I) it will comply with all obligations for the Controller under relevant laws, regulations, rules and codes governing data protection and privacy with respect to practices that apply to the processing of Personal Data, (including the Dutch Personal Data Protection Act and, as of 25 May 2018, the General Data Protection Regulation 2016/679, the '**Applicable Legislation**');
   (II) the submission of Personal Data with the Supplier within the framework of the Relevant Services complies with the Applicable Legislation;
   (III) it has a procedure for the exercising of the rights of the Data Subjects whose Personal Data is being processed;
   (IV) it will only instruct the Supplier to Process Personal Data that has been collected legally and validly, and that the use of such Personal Data is relevant and proportional.
4. The Client will indemnify the Supplier against claims of any Supervisory Authority, Data Subject or third party in connection with the Processing of Personal Data in relation to the Relevant Services, unless the Client proves that the claim has been exclusively caused by and is the direct consequence of a violation of this Processing Agreement by the Supplier.
5. The Supplier acknowledges that in relation to the Relevant Services:
   (I) Personal Data will only be Processed on behalf of the Client and with due observance of the instructions of the Client, including with respect to the transfer of Personal Data to a third country or an international organisation, as agreed in this Processing Agreement, unless the Supplier, pursuant to a law to which the Supplier is subjected to and insofar as it is legally permitted, informs the Client of its legal obligation prior to the processing; and
   (II) all employees and third parties that have been employed by the Supplier, as well as the Sub-Processor that processes Personal Data, have undertaken to Process all Personal Data confidentially; and
   (III) it will provide reasonable cooperation and assistance to the Client in respect of the obligations of the Client in relation to the preparation of the data protection impact assessments and, where appropriate, will consult with the Supervising Authority; and
   (IV) it will provide reasonable cooperation and assistance by means of suitable technical and organisational measures towards the Client in respect of the obligations of the Client in relation to the applications of the Data Subjects in view of the access to, or the use, rectification, erasing, limitation, blocking or deletion of the Personal Data.
6. The Supplier will only disclose Personal Data to a third party if and when:
   (I) such disclosure is required for the provision of the Relevant Services;
   (II) such disclosure is required by Applicable Legislation, a Supervising Authority or a court order;
   (III) to a Sub-Processor as referred to in article 5 of this Processing Agreement;
   (IV) the Client has given permission for such disclosure; and/or
   (V) in case of disclosure by providing services by the Supplier other than the Relevant Services.
7. The Supplier will notify the Client as soon as possible, and in any case within a reasonable term, after reception of an audit, communication, request, complaint or order by the Supplier in relation to the Personal Data (a '**Request**') from:

(I) the Supervising Authority, or
(II) each Data Subject in view of the access to, or the use, rectification, erasing, limitation, blocking or deletion of Personal Data.
Insofar as such requests relate to the Relevant Services (and not to other services offered by Supplier) and further only insofar as disclosure is permitted by Applicable Legislation. The Supplier will, at the expense of the Client, provide the Client with all reasonable support to enable the Client to respond to the Request within the Applicable Legislation or regulatory terms in a timely manner.

4. Security

The Supplier will ensure that during the term of this Processing Agreement the technical and organisational security measures ('**Security Measures**'), as included in Appendix 1, will be implemented and maintained. The Client has read the Security Measures and confirms, by signing this Processing Agreement, that the Security Measures comply with Applicable Legislation and have an appropriate security level.

5. Infringement of personal data

The Supplier will, without unreasonable delay, notify the Client of any infringement of the Personal Data in relation to the Relevant Services via email to the person indicated in Appendix 1 to this Processing Agreement. The Supplier will provide reasonable cooperation and assistance to the Client in respect of the obligations of the Client in relation to the investigation into the infringements of the Personal Data and the notification thereof to the relevant Supervising Authority and the Data Subjects involved. It is the Client that has the obligation to report any infringement of the Personal Data in relation to the Relevant Services to the Supervising Authority and/or the Data Subjects involved.

6. Sub-Processor

1. The Client hereby grants the Supplier general permission to involve third parties in the execution of the obligations under this Processing Agreement, to act on behalf of Supplier as well as to transfer all or part of the Processing Activities to Sub-processors (each a '**Sub-Processor**').
2. The Supplier will remain jointly and severally responsible for the compliance by Supplier's Sub-Processor in terms of the obligations under this Processing Agreement.
3. The Supplier will enter into an agreement with each Sub-Processor, in which Sub-Processor will guarantee a similar level of Personal Data protection as agreed by the Parties in this Processing Agreement.
4. The Supplier will notify the Client of any intended material changes with respect to the appointing or replacing of a Sub-Processor in order to enable the Client to object to such changes. If the Client has reasonable objections to such changes the Supplier will take these reasonable objections by the Client into account in its decision to continue or discontinue the intended material changes, appointment or replacement of the Sub-Processor.

7. Processing of personal data outside the EEA

Insofar as is necessary for the efficient provision of the Relevant Services, the Client requests Supplier to process the Personal Data of the Relevant Services outside the EEA or in a region that has not been appointed by the European Commission as having a validated adequate level of protection pursuant to the Applicable Legislation. In that case, the Supplier will take sufficient measures to ensure lawful transfer of such data outside the EEA, in accordance with

the Applicable Legislation (including chapter V of the Data Protection Regulation). The Client will provide all reasonable assistance as requested by the Supplier within the framework of the execution of the above-mentioned sufficient measures, including the permission of the transfer of the Data Subjects or the entering into standard data indemnification clauses as adopted by the European Commission.

8. Commencement date and term

1. This Processing Agreement will commence on the date of the signature and will end on the end date of the Agreement.
2. Notwithstanding the provisions of the third paragraph of this article and the provisions of the Agreement, Parties will agree that within a reasonable term after the end date of this Processing Agreement, the Supplier and any Sub-Processors, at the discretion of the Client, will return to the Client or will safely destroy all Personal Data, and provide proof that these measures have been taken.
3. The Supplier shall not proceed to returning or destroying the Personal Data or all copies thereof in accordance with the provisions of the second paragraph of this article, if:
   (I) the relevant EU or EU member state legislation prohibits the returning or destroying of Personal Data;
   (II) this Personal Data is required for the provision by the Supplier of other services than the Relevant Services (i.e. the part of the services for which the Supplier is the Controller); and/or
   (III) Personal Data is kept electronically by the Supplier in shared archives or backup systems in accordance with general systems for archiving or the Supplier's backup policy.
   After the termination of this Processing Agreement, the terms and conditions of this Processing Agreement will continue to apply to the Personal Data as referred to in this paragraph. In the case of the provisions of sub (i), the Supplier will proceed to destroy or return the Personal Data as soon as this is legally permitted.

9. Audit

1. The Client is entitled to appoint a third party for the execution of an audit once per calendar year, in order to check whether the Supplier complies with all the obligations under this Processing Agreement. The Supplier will provide its reasonable cooperation, required for the execution of such audit. The Client will bear all costs and expenses of the audit and will reimburse the Supplier for all costs that the Supplier incurs within the framework of the audit, and will share with the Supplier all results of the audit.
2. The Parties agree to treat the findings of the audit as confidential. The Client guarantees the Supplier that any third party that has been appointed by the Client will be bound to the confidentiality obligations under this Processing Agreement and the Agreement.
3. The Supplier is at all times entitled to remove from the audit report elements that are not required for the verification of Supplier's compliance with its obligations under this Processing Agreement.
4. The Client will notify the Supplier of a request for an audit in a timely fashion. The Client will provide the Supplier with a detailed audit plan, describing the proposed scope, duration and start date of the audit, at least four (4) weeks prior to the proposed date of the audit. Prior approval of the Supplier is required for the actual execution of the audit.
5. The Supplier may deny the Client's request for the execution of an audit if the Supplier has reasonable objections, namely that:
   (I) the audit would entail security risks or would endanger the availability of the services to Supplier's other clients;

(II) the execution of the audit would lead to a violation of applicable law and legislation, the GDPR in particular;
(III) the compliance by the Supplier with the obligations from the Processing Agreement can be verified by submission of the evidence by independent third parties that the Supplier acts in accordance with Applicable Legislation as well as this Processing Agreement; and/or
(IV) the execution of the audit would result in unreasonable consequences for the Supplier's business operations.

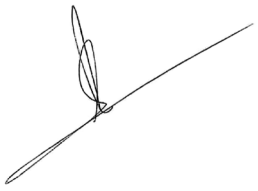
6. At the request of the Client, the Supplier will submit all reasonably necessary data to prove that the Supplier complies with the obligations of this Processing Agreement.

10. Liability

1. The provisions of the Agreement in relation to the liability of the Suppliers will integrally apply in connection with the Processing of Personal Data under this Processing Agreement.
2. In addition to or in deviation on the provisions of the Agreement, the Supplier will under no circumstance be liable for indirect damage, non-material damage, consequential damage, fines, consequential damage, loss of profits, loss of savings, loss of goodwill, damage as a result of the interruption of the service provision by the Client, damage in connection with or resulting from the Processing of Personal Data by the Supplier.

11. Other provisions

1. This Processing Agreement governs the Processing of Personal Data by the Supplier on behalf of the Client within the framework of the Relevant Services, and replaces all prior agreements, arrangements, negotiations and discussions by the Parties concerning this subject.
2. This Processing Agreement forms an integral part of the Agreement. If there is any conflict between the provisions of this Processing Agreement and the provisions of the Agreement, the provisions of the Processing Agreement shall prevail.
3. This Processing Agreement is governed by Dutch law. Any disputes arising from or in connection with this Processing Agreement will be settled in accordance with the choice of forum as provided for in the Agreement.

On behalf of Ziggo B.V.	On behalf of
	[Name Client]
	Signature
	
John van Vianen	Name:
Business Market Director	Function:
	Date: 29 November 2018
Utrecht	City:

Appendix 1 - Personal data processing overview

This Appendix 1, including the underlying appendices, describes the types of Personal Data and the objectives for which those Personal Data can be Processed by the Supplier. This Appendix 1 also contains a description of the objectives for which Personal Data may be Processed, the term during which the Personal Data may be Processed, and the security demands that must be applied to the Processing of Personal Data.

A. Parties

This Processing Agreement is an appendix to the

[name agreement under which the services are delivered]

(the '**Agreement**') dated [add date] between the Client and the Supplier.

B. Instructions

The Client has assigned the Supplier to Process the Personal Data exclusively insofar as this concerns the provision of the Relevant Services, as described below in this Appendix 1.

The Relevant Services:

The processing of personal data that is necessary for and limited to the following services:
Safe Mobile/Safe Workplace (F-Secure PSB Workstation)

C. Personal Data

Data subjects:

- Employees

D. Categories of Personal Data:

- First name
- Surname
- Telephone number (corporate)
- Email address

Special data categories:

None

Processing actions:

- Contact information for reporting maintenance
- Contact information for subscribing to the service
- Contact information for invoicing

E. Notifications in the event of infringement of the personal data

The contact person as registered upon entering into the agreement, and as known with our support organisation and in the systems.

F. Security measures

In accordance with the obligations under the GDPR, we make every effort to maintain an adequate level of security for the processing of personal data, which, according to the latest technical developments, is sufficient to prevent unauthorised access to, modification, disclosure or loss of personal data.

The services of VodafoneZiggo are certified according to ISO 9001 and ISO 27001.