

## Processor Agreement

### Introduction

- A. Controller wishes to use the services of Processor and has entered into a contract with Processor for that purpose (Contract), to which the general terms and conditions of Processor (General Terms and Conditions) apply;
- B. Processor processes personal data in the performance of the Agreement
- C. The Parties wish to set forth in writing the terms of the exchange and processing of personal data in this Processor Agreement so that the Parties can comply with their respective obligations under the General Data Protection Regulation (GDPR).
- D. This Processor Agreement supersedes any previous (processor) agreement(s) of similar scope entered into between the Parties.

### 1. Definitions

A number of terms are used in this agreement. The meaning of those terms is clarified below. The terms mentioned are capitalized in this Processor Agreement. Many of the enumerations below refer to a legal description of the term, but where possible the terms are clarified with non-exhaustive examples.

Terms and Conditions	Processor's general terms and conditions (Annex 1)
GDPR	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, and its implementing law
Concerned	The person to whom the Personal Data relates, being an identified or identifiable natural person as referred to in Article 4 sub-1
Data breach	a Personal Data Breach as referred to in Article 33 GDPR, being a breach of security leading accidentally or unlawfully to the destruction, loss, alteration or unauthorized disclosure of, or unauthorized access to, Personal Data transmitted, stored or otherwise processed
European Economic Area	All countries of the European Union, Liechtenstein, Norway and Iceland
Personal data	personal data within the meaning of Article 4(1) GDPR
Party/Parties	Processor or Processing Controller or parties jointly
Subprocessor	Any non-subordinate third party engaged by Processor in the processing of Personal Data under the Agreement
Agreement	The (framework) agreement between Processor and Processor that relates to the service(s) or products to be provided by Processor to Controller
Supervisory Authority	the Personal Data Authority or any other supervisory authority referred to in the GDPR

Processor	the private company TAGGRS B.V., having its registered office and principal place of business in (8448 EB) Heerenveen at the address K.R. Poststraat 131.
Processor Agreement	this agreement between Controller and Processor
Controller	The natural person(s) and/or legal person(s) to whom Taggrs makes an Offer and/or with whom Taggrs enters into an Agreement
Processing/Processing	Any act (or part thereof) relating to Personal Data as mentioned in Article 4 sub 2 GDPR

## **2. Subject of this Processor Agreement**

- 2.1 Processor provides to Controller the services as described in the Agreement. Personal Data are thereby Processed by the Processor on behalf of the Controller. This Processor Agreement applies to any Processing carried out by Processor on behalf of the Controller.
- 2.2 Processor is 'processing controller' within the meaning of the GDPR. Processor acts as 'processor' within the meaning of the GDPR.

## **3. Implementation Processing**

- 3.1 The Personal Data made available by Controller to Processor shall be processed for the benefit of Controller and processed solely on the basis of written instructions from Controller. Controller guarantees that the Personal Data Processed by Processor for the benefit of the Controller are accurate and that the Processing is lawful and is Processed in full compliance with the GDPR and/or other (privacy) laws and that this does not infringe on the rights of third parties.
- 3.2 The Personal Data to be Processed under this Processor Agreement are limited to the Personal Data listed in Attachment 1. Processor shall Process that Personal Data within the framework of this Processor Agreement, in Attachment 1 and in the Agreement described nature and purposes of the Processing.
- 3.3 The Processing shall take place under the responsibility of Controller. Processor shall comply with all reasonable instructions of Controller in connection with the Processing.
- 3.4 The parties undertake to act at all times in accordance with the GDPR and all related laws and regulations regarding the Processing of Personal Data.
- 3.5 The Parties will each document in a register the Processing carried out by them, as well as their technical and organizational security measures directed to it and maintain this register.
- 3.6 Processor shall assist Controller in complying with its obligations under the GDPR, including obligations of Controller towards Data Subjects, any data protection impact assessment and a Data Breach and also - if Processed Party has a duty under the GDPR, as referred to in Articles 32 to 36 GDPR - Processed Party shall provide assistance.
- 3.7 Processor strives to Process Personal Data within the European Economic Area.

## **4. Duration**

- 4.1 This Processor Agreement shall apply until the Processor no longer Processes Personal Data on behalf of the Controller.
- 4.2 After (interim) termination of this Processor Agreement, the provisions intended for that purpose by their nature shall continue to apply in full.

## **5. Appropriate technical and organizational measures**

- 5.1 Processor shall ensure appropriate (as referred to in Article 32 GDPR) technical and organizational measures so that Personal Data is secured against destruction, loss, unauthorized access, modification or against any form of unlawful processing and to ensure the timely availability of and access to Personal Data.

- 5.2 The technical and organizational measures taken by Processor are listed on the security page of our website. (<https://taggrs.io/en/security/>)

## **6. Audit law**

- 6.1 Controller has the right to test or have tested the obligations of Processor under this Processor Agreement and (other) statutory provisions on the protection of Personal Data once per calendar year. The costs of an audit initiated by Controller as referred to in this article shall be borne by Controller, unless the results of this audit show that Processor is materially in breach of the provisions of this Processor Agreement or that Processor needs to make adjustment(s) in its business operations, in which case Processor shall only reimburse the costs in relation to the audit insofar as these costs relate to the aforementioned material breach or making adjustment(s) in its business operations.

## **7. Data breaches**

- 7.1 Processor shall notify Controller, as soon as Processor becomes aware of it, of a Data Breach without unreasonable delay. In communicating with Controller about the Data Breach, Processor shall endeavor to include the following information:
- A. The nature of the Data Breach as well as its (alleged) cause;
  - B. The affected categories of Personal Data and any personal data records in question;
  - C. The agencies and contacts from which more information about the Data Breach can be obtained (such as a data protection officer);
  - D. The likely consequences of the Data Breach;
  - E. The measures that Processor proposes to take or has taken to remedy the Data Breach, including, where applicable, the measures to mitigate any adverse effects thereof.
- 7.2 The assessment of whether a Data Breach should be reported to the Supervisory Authority, and any reporting of a Data Breach to the Supervisory Authority, is and shall remain the responsibility of Controller.
- 7.3 The Processor shall properly document each Data Breach, including the facts and findings regarding its consequences and the corrective actions taken. This record shall also include all impending incidents that are not so serious as to require reporting to the Supervisory Authority.

## **8. Secrecy and confidentiality**

- 8.1 Processor is obliged to keep the Personal Data provided by Controller confidential and to keep it secret, unless Processor is required by law or regulation to disclose the Personal Data to third parties.
- 8.2 The employees of Processor involved in the Processing are all bound by a confidentiality clause.

## **9. Subprocessors**

- 9.1 Controller hereby grants Processor general permission to engage Subprocessors. Such Subprocessors may have access to the Personal Data to be processed in any manner.
- 9.2 Processor shall notify Controller of any intended changes regarding the addition or replacement of Subprocessors, giving Controller the opportunity to object to such changes within seven days. A list of current Subprocessors is included in Attachment 1.
- 9.3 If Processor engages a Subprocessor, Processor shall impose the same data protection obligations on such Subprocessor as are contained in this Processor Agreement

## **10. Liability**

- 10.1 If the Processor fails to fulfill its obligations under this Agreement, the law, other obligations imposed by the AP or obligations related to the foregoing, then the Processor shall be liable to Controller and/or the Data Subjects for this subject to what is provided in this Processor Agreement, the Agreement and the General Terms and Conditions.
- 10.2 The liability of Processor is limited to what is included in that respect in the Processor Agreement, the Agreement and the General Terms and Conditions, even if that Agreement and the General Terms and Conditions, for whatever reason, are not or no longer in force.
- 10.3 If Controller fails to fulfill its obligations under this Processor Agreement and/or otherwise fails to do so or acts in violation of the GDPR and/or other (privacy) laws, then Controller shall be liable to Processor for this and Controller shall be obligated to compensate Processor for any damages incurred as a result.

10.4 Controller shall indemnify Processor against all claims, demands, damages, costs, fines and/or penalties of third parties, Data Subjects or the Supervisory Authority if Controller fails to comply with the Contract, the Processor Agreement or the General Terms and Conditions or if Controller has not acted in accordance with the GDPR and/or other (privacy) laws. Processor shall reimburse all related and resulting costs (including also costs of legal assistance) and damages of Processor. Such claims and claims of Processor shall be immediately due and payable and shall not be subject to set-off.

#### **11. Return or destruction of Personal Data**

11.1 After the end of the Agreement, regardless of the manner in which and/or after termination of the services to Controller, within 30 days after termination Controller shall - at the discretion of Controller - make the Personal Data available to Controller or destroy it, unless statutory retention periods or statutory storage periods require otherwise. Any remaining (copies of) Personal Data and/or backups and/or data shall thereupon be destroyed by Controller at a time to be determined by Processor.

#### **12. Conversion provision**

12.1 If one or more articles of the Processor Agreement should be invalid or otherwise not binding, the validity of the remaining articles of the Processor Agreement shall not be affected thereby. This includes in any case a (successful) appeal to nullification or nullity of the article. In such a case, the Parties shall, in mutual consultation and in the spirit of the Processor Agreement, amend the Processor Agreement to the extent necessary. The non-binding articles will be replaced by provisions that differ as little as possible in terms of the Parties' intentions from the non-binding articles in question. If the Parties have not entered into consultation or have not reached agreement, the provision will be interpreted as much as possible in accordance with the intentions of the Parties to the non-binding provision.

#### **13. Choice of law and forum**

13.1 Dutch law applies to this Processor Agreement. The Agreement specifies which court has exclusive jurisdiction to hear disputes between the Parties.

### Attachment 1 Sub-Processors SST

This attachment contains an overview of the personal data processed by the Processor on behalf of the Controller. Within this overview, there are two categories of sub-processors: hosting providers and other sub-processors. Server-side tracking data is only processed by our hosting providers (UpCloud, EDIS Global, and OVH Cloud).

Brief description of services	Nature of processing	Type of personal data	People involved	Purposes of processing	Sub-processors	Retention period
Retrieving data via websites that the website owner can use in Google Tag Manager. This is done in a specific way: Server Side Tracking.	Server-side tracking includes the collection and processing of user data for analysis, personalization, conversion optimization, user experience, and integrations within the platform.	Name, contact details, date of birth, gender, IP address, location data, device data, browsing behavior, preferences (Only the data depending on the (self) configured SST setup.)	Owners of the container	The primary purpose of server-side tagging hosting is to collect data about user behavior and interactions on a website or app.	<ul style="list-style-type: none"> <li>- Upcloud</li> <li>- EDIS Global</li> <li>- OVH Cloud</li> <li>- TransIP</li> </ul>	1 year
Use of supporting tools for communication, customer management, and email marketing.	Processing includes communication, customer contact, invoicing, support, and email sending	Name, contact details, communication data, payment data, user data, preferences	Employees	The purpose of these sub-processors is to support internal operational processes such as customer service, sales, billing, and automation.	<ul style="list-style-type: none"> <li>- Front</li> <li>- Klaviyo</li> <li>- Zapier</li> <li>- HubSpot</li> <li>- Stripe</li> </ul>	1 year