

## AGREEMENT CONCERNING DATA PROCESSING

### REQUIREMENTS ON THE PROCESSING OF PERSONAL DATA

1.1. The terms used in this agreement are deemed to have the same meaning as those stated in the Regulation (EU) 2016/679 of the European Parliament and 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 (General Data Protection Regulation [GDPR]).

1.2. To the extent that during the use of TimeMoto®, personal data are processed in the sense of the GDPR, this means that parties assume that Safescan can be designated as a Processor. Safescan observes the obligations that, pursuant to the GDPR, are imposed on it as Processor. The Person Responsible is, unless a provision in these conditions states otherwise, the other party in this agreement, being a party to which Safescan has granted a user right on TimeMoto®.

1.3. The Person Responsible guarantees to Safescan that the Person Responsible shall comply with the obligations under the GDPR. The Person Responsible indemnifies Safescan in connection with this for claims from third parties, including those persons to which the personal data for which the Person Responsible is responsible refer and the Dutch Data Protection Authority or any comparable foreign institution in whatever country.

1.4. Personal data shall be exclusively processed by Safescan with the aim of performing the agreement for the use of TimeMoto®. For this, Safescan processes personal data about employees of the Person Responsible and (possibly) other persons who the Person Responsible has registered in the context of its activities via the Safescan project and/or working times. Safescan processes the following personal data: first and last names, e-mail addresses and time registrations (present, absent, project times, days off, holidays, sickness and absenteeism). The storage of these personal data takes place during the period that the Person Responsible makes use of the TimeMoto® service, pursuant to the underlying contract. Safescan processes these personal data exclusively at the request of the Person Responsible, pursuant to the written instructions from the Person Responsible and, to the extent that this is relevant, in the way laid down in the dominating agreement (including the general terms and conditions applicable under this), unless a provision under Union law or member state law obliges it to undertake processing. In that event, Safescan shall inform the Person Responsible in advance of the processing about this provision, unless that legislation forbids such notification for compelling reasons on general interest grounds.

1.5. TimeMoto® is not geared towards the processing of special personal data. Special personal data are data which indicate race or ethnic origin, political convictions, religious or philosophical convictions, or the membership of a trade union, and also genetic data, biometric data with a view to the unique identification of a person, data about health, and data relating to a person's sexual behaviour or sexual orientation. The Person Responsible may thus not use TimeMoto® to store special personal data or to process them in any way. The Person Responsible indemnifies TimeMoto® for all detrimental consequences that arise from infringement of that prohibition, including, but not restricted to, fines from the Dutch Data Protection Authority or a comparable foreign institution in whatever country.

1.6. Should staff of Safescan, or a third party engaged by Safescan, acquire knowledge of personal data during the upkeep, the maintenance or the improvement of TimeMoto®, Safescan shall ensure that they shall observe confidentiality.

1.7. Safescan takes appropriate technical and organisational measures to secure personal data against loss or any form of unlawful processing. These measures offer an appropriate security level, taking into account the state of the technology, the implementation costs and also the nature, the scale, the context and the processing purposes. The measures are also intended to prevent unnecessary collection and further processing of personal data. The Person Responsible is entitled at all times to request an up-to-date summary of the organisational and technical security measures that Safescan undertakes to accomplish this appropriate level of security. The security measures intended in this article shall be deemed in any case to include; (i) measures regarding the physical access to the hardware (ii) measures regarding the physical access to the office of the external IT partner of Safescan, (iii) measures regarding

the access control at server level, (iv) measures regarding the access control at data level and (v) measures regarding the copying methods and security.

1.8. Safescan shall only process personal data outside the EU if the Person Responsible gives express and written permission for this.

## **ENGAGING THIRD PARTIES**

1.9. The Person Responsible hereby grants Safescan general written permission to engage third parties ('sub-processors'). Safescan shall inform the Person Responsible about proposed changes concerning the addition or replacement of sub-processors, whereby the Person Responsible shall have the opportunity to raise an objection. If Safescan engages a sub-processor, it shall conclude a legally valid processing contract with this party.

## **SUPPORTING OBLIGATIONS OF GDPR**

1.10. With due regard for the nature of the processing and the information available to Safescan, Safescan shall provide assistance to the Person Responsible for compliance with the obligations arising from the rights stated in Chapter III of the GDPR by the persons who monitor the data processed by Safescan.

1.11. With due regard for the nature of the processing and the information available to Safescan, Safescan shall provide assistance to the Person Responsible for ensuring compliance with the obligations arising from articles 32 to 36 of the GDPR ('the securing of personal data', 'making a notification of an infringement in connection with personal data to the regulator', 'making a notification of an infringement in connection with personal data to the person involved', 'performing a data protection effect assessment' and 'performing a prior consultation').

1.12. In the current case, obligations towards third parties rest on the Person Responsible pursuant to the GDPR such as providing information and perusal. Safescan shall, to the extent that it is reasonably and technically possible, provide cooperation to the Person Responsible to comply with the obligations pursuant to the GDPR. The costs connected with this cooperation shall be charged to the Person Responsible. The Person Responsible indemnifies Safescan from claims from persons whose personal data are registered or processed.

## **REGISTER DATA PROCESSING AND AUDIT**

1.13. Safescan shall maintain a register as intended in article 30 of the GDPR.

1.14. At the termination of the Agreement, the Person Responsible will be given a period of sixty days to migrate the personal data from the TimeMoto® environment to an environment of its own choice. In the case the Person Responsible indicates not willing to migrate the personal data, or the 60 days period has expired after the termination of the Agreement, Safescan will erase all the Personal Data.

1.15. If so requested, Safescan shall make available to the Person Responsible all information that is reasonably required to demonstrate compliance with the obligations laid down in this agreement. When the Person Responsible issues, in this connection, an instruction which, in the opinion of Safescan implies an infringement of the GDPR or any other Union law or member state law provisions, Safescan shall inform the Person Responsible of this. Safescan shall periodically have an audit performed which monitors the way in which the personal data are processed by Safescan. The Person Responsible may request the audit certificate attached to this audit once per calendar year.

1.16. If there is an infringement in connection with personal data, Safescan shall inform the Person Responsible about this without any unreasonable delay and at least within 72 hours of learning of the infringement.

## **SAFESCAN AS RESPONSIBLE PARTY IN THE SENSE OF THE GDPR**

1.17. To the extent that Safescan itself processes personal data and for this processing can be designated as responsible in the sense of the GDPR, this then takes place in accordance with its Privacy Policy, which can be found on [www.timemoto.com/privacy](http://www.timemoto.com/privacy). By entering into an agreement for the use of TimeMoto®, the Person Responsible agrees with this Privacy Policy and the Person Responsible grants Safescan permission to use the personal data in the way described therein.

## GENERAL TERMS AND CONDITIONS

1.18. The general terms and conditions of TimeMoto® are applicable to this agreement.