



## TIMEMOTO® DATA PROCESSING AGREEMENT

1. Unless expressly provided otherwise, the terms used in this data processing agreement have the same meaning as in the General Data Protection Regulation (hereinafter: the GDPR).

2. Depending on the type of TimeMoto® licence that the party with whom TimeMoto B.V. has entered into this data processing agreement (hereinafter: the Customer) purchases from TimeMoto B.V., TimeMoto B.V. may, on the instructions of the Customer, process the following personal data about the Customer's employees and/or the other persons instructed by the Customer to register project times and/or working hours using TimeMoto B.V.'s products: first and last names, email addresses, time registration data (presence, absence, project times, days off, holidays, sick leave), schedules, hourly rates and allowances. The personal data that TimeMoto B.V. processes on the Customer's instructions will hereinafter be referred to as "the Personal Data".

3. The Parties establish that TimeMoto B.V. can be considered a processor when processing the Personal Data.

4. The Customer warrants to TimeMoto B.V. that the Customer is entitled to provide TimeMoto B.V. with the Personal Data. The Customer indemnifies TimeMoto B.V. in this regard against claims by third parties, including data subjects and the Dutch Data Protection Authority or other supervisory authorities.

5. The Customer may not use TimeMoto® to store or otherwise process special personal data. Special personal data are data revealing racial or ethnic origin, political opinions, religious or philosophical convictions, or trade union membership, as well as genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health and data concerning a natural person's sex life or sexual orientation. The Customer indemnifies TimeMoto® against all harmful consequences resulting from a violation of this prohibition, including but not limited to claims by data subjects and fines imposed by the Dutch Data Protection Authority or other supervisory authorities.

6. The Personal Data will be stored during the period that the Customer uses the TimeMoto® service on the basis of the service's underlying agreement. TimeMoto B.V. processes the Personal Data only on and in accordance with documented instructions from the Customer, and, to the extent relevant, in the manner laid down in the agreement concluded between TimeMoto B.V. and the Customer (including the applicable general terms and conditions), unless TimeMoto B.V. is required to process the Personal Data by a provision of Union or Member State law to which TimeMoto B.V. is subject.

In such a case, TimeMoto B.V. shall inform the Customer of that provision before processing, unless the law in question prohibits such information on important grounds of public interest.

7. TimeMoto B.V. ensures that persons authorised to process the personal data have committed themselves to confidentiality.

8. TimeMoto B.V. will take appropriate technical and organisational measures to secure the Personal Data against loss or any form of unlawful processing. Those measures will ensure an appropriate level of security, taking into account the state of the art and the costs of implementation as well as the nature, scope, context and purposes of the processing. The measures will also be designed to prevent unnecessary collection and further processing of the Personal Data. The Customer has the right to request an up-to-date overview from TimeMoto B.V. at any time of the organisational and technical security measures taken by TimeMoto B.V. to achieve said appropriate level of security.

9. The security measures referred to above will include, in any event, (i) measures with regard to physical access to the locations where the personal data are processed, (ii) measures with regard to access control at server level, (iii) measures with regard to access control at data level and (iv) measures with regard to copying methods and copying security.



10. The Customer hereby grants TimeMoto B.V. general written permission to engage third parties (hereinafter: "Subprocessors"). The Subprocessors engaged by TimeMoto B.V. are listed on Timemoto®'s website ([www.timemoto.com/privacy](http://www.timemoto.com/privacy)). TimeMoto B.V. will inform the Customer of any intended changes regarding the addition or replacement of Subprocessors, with the Customer having the opportunity to object to such changes. If TimeMoto B.V. engages a Subprocessor, it will conclude a data processing agreement with such party in accordance with the conditions set out in Article 28 GDPR.

11. Taking into account the nature of the processing and the information available to TimeMoto B.V., TimeMoto B.V. will assist the Customer in ensuring compliance with the obligations by virtue of the rights laid down in Chapter III GDPR of the persons to whom the data processed by TimeMoto B.V. pertain.

12. Taking into account the nature of the processing and the information available to TimeMoto B.V., TimeMoto B.V. will assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR ('security of personal data', 'notification of a personal data breach to the supervisory authority', 'communication of a personal data breach to the data subject', 'the performance of a data protection impact assessment' and 'the carrying out of prior consultation'). The costs associated with this assistance will be borne by the Customer.

13. Where appropriate, the Customer has obligations vis-à-vis third parties by virtue of the GDPR, such as providing information and giving access. As far as is reasonably and technically possible, TimeMoto B.V. will lend its cooperation as regards the obligations to be performed by the Customer pursuant to the GDPR. The costs associated with said cooperation will be borne by the Customer.

14. If TimeMoto B.V. expects an instruction from the Customer to give rise to an infringement of the GDPR, TimeMoto B.V. will inform the Customer accordingly.

15. At the Customer's first request, at the choice of the Customer TimeMoto B.V. will delete or return to the Customer all or some of the Personal Data, and will delete existing copies unless Union or Member State law requires storage of the Personal Data. During the term of the agreement on the basis of which the Customer uses Timemoto®, the Customer has the option of migrating the personal data himself to his own environment or to a third-party environment. If the Customer wishes to have the Personal Data returned subsequently or in another way, the associated costs will be borne by the Customer. If the Customer does not indicate within thirty days of the expiry of the agreement pursuant to which the Customer uses Timemoto® that the Customer wishes to have the Personal Data returned, TimeMoto B.V. may delete the Personal Data.

16. Upon request, TimeMoto B.V. will make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this data processing agreement. If the Customer gives an instruction in this respect that, in TimeMoto B.V.'s opinion, will give rise to an infringement of the GDPR or other provisions of Union or Member State law, TimeMoto B.V. will inform the Customer accordingly. The costs associated with this cooperation will be borne by the Customer.

17. TimeMoto B.V. will have a periodic audit performed to monitor the manner in which TimeMoto B.V. processes the Personal Data. The Customer may request the audit certificate associated with this audit once every calendar year.

18. In the event of a breach in connection with the Personal Data, TimeMoto B.V. will inform the Customer without unreasonable delay and within a maximum of 72 hours of TimeMoto B.V. becoming aware of the breach in question.

19. In so far as TimeMoto B.V. itself processes personal data and can be considered a controller within the meaning of the GDPR as regards this processing, said processing will be carried out in accordance with TimeMoto B.V.'s Privacy Policy as published at [www.timemoto.com/privacy](http://www.timemoto.com/privacy). By entering into an agreement to use TimeMoto®, the Customer agrees to this Privacy Policy and gives TimeMoto B.V. permission to use personal data in the manner described therein.



20. The TimeMoto® General Terms and Conditions apply to this Data Processing Agreement. This Data Processing Agreement and the TimeMoto® General Terms and Conditions are inextricably linked to each other. The provisions of the TimeMoto® General Terms and Conditions apply to all data processing by TimeMoto B.V..

(version 2.0, September 2023)