

Framework Agreement Data Processing

This document is the Processor Agreement of:
Easyfairs Evenementenhal, based at Franklinweg 2 in Gorinchem, the Netherlands
(*hereinafter: "Processor"*);

For services provided to "*Controller*", the details of which party are listed with the signatures at the end of this agreement.
(*hereinafter: "Controller"*);

Collectively referred to as "*the parties*" or individually as "*the party*"

Whereas

- Processor regularly realises specific work ("*the Services*") for the account of Controller.
- In the context of these Services, Processor will process personal data for and in name of Controller.
- For this purpose, parties have decided to enter into the present framework agreement for the processing of personal data, which shall apply to every realisation of Services by Processor and by order of Controller that involves the processing of personal data.

Parties have agreed the following:

1. Definitions

Unless agreed otherwise the terms and phrases "*Controller*", "*Processor*", "*Data Subject*", "*Personal Data*", "*Processing*", and "*Personal Data Breach*" have the same definition as defined in Article 4 of the regulation (EU) 2016/679 of the European Parliament and Council dated 27 April 2016 concerning the protection of natural persons in connection with the processing of personal data and the free movement of these data ("*General Data Protection Regulation*" or "*GDPR*"), repealing Directive 95/46/EC.

2. Object

This data processing agreement concerns the processing of information (including personal data, hereinafter "*the data*") by Processor on the basis of written instructions by Controller.
The subject and the nature of the Processing are outlined in Annex 1.

The data categories and the data subject categories that are processed in the context of this agreement as well as the purposes of processing are outlined in Annex 2.

This agreement shall also apply to all data processing carried out by Processor for the account of Controller in connection with the "*Services*". These can be amended, changed, or replaced in mutual consultation between parties at any time.

3. Obligations of Processor

Processor undertakes to process the above data in accordance with the provisions of this agreement and the GDPR. Processor shall, in particular, observe the following obligations:

3.1 Processing in accordance with the written instructions of Controller

Processor shall process the data in accordance with the written instructions of Controller, and exclusively for the purposes outlined in this agreement, excluding use for any other purpose, unless explicit approval is given by Controller.

3.2. Technical and organisational measures

In general, Processor shall provide sufficient guarantees with respect to the implementation of suitable technical and organisational measures to ensure that the processing that is the object of this agreement meets the requirements of the GDPR and to guarantee the protection of the rights of the data subject.

Processor shall implement suitable technical and organisational measures to guarantee a protection level that is suitable for the risk, taking into account the state of technology, the costs of realisation, and the nature, scope, context, and purposes of the processing and the likelihood and seriousness of the various risks.

When determining the suitable security level, Processor must pay special attention to risk in connection with the destruction of, loss of, changing of, unauthorised disclosure of, or unauthorised access to, the transferred, stored, or otherwise processed data, either accidental or deliberate.

Notwithstanding the above provisions, Processor shall be obliged to implement the necessary technical and operational measures to:

- Limit access to the data to persons acting under the Processor's authority and who are involved in the realisation of the duties assigned to Processor by Controller. Any person authorised to access the personal data shall only have access to the data they need for the realisation of the duties entrusted to them by Processor for the realisation of this agreement, and shall only use the data for this purpose;
- Guarantee that the persons authorised to process the personal data have been committed to respect the privacy or have been bound by a legal obligation of confidentiality;
- Guarantee that the data cannot be copied, changed, forwarded, or deleted without the permission of Controller during their processing by Processor or while being transferred by Processor in any way or on any medium;
- Be able to identify the person to whom the data were forwarded;
- Ensure that the data are protected against destruction or loss, in particular by regularly creating backups;
- Ensure that the IT systems of Processor are sufficiently protected, e.g. against viruses and against interception of data within the network;
- Maintain a register of all categories of processing activities carried out for the account of Controller, in accordance with Article 30 of the GDPR.
- The technical and organisational security measures taken by Processor are outlined in Annex 3.

3.3. Collaboration in the event that a data subject exercises their rights, as far as the processing to be carried out by Processor allows this:

- Upon the first request of Controller and to the extent possible, Processor shall assist Controller in responding to all questions of the data subject with respect to the realisation of their right to access, rectify, correct, object, limit processing, be forgotten, or portability.
- Upon instruction of Controller, Processor shall correct, delete, or process the data as requested by the data subject.
- If the data subject contacts Processor directly in the context of a complaint concerning the processing of their data or in connection with exercising their rights, Processor shall forward the question to Controller as soon and as detailed as possible. In no event will Processor handle such a request without having been instructed to do so by Controller.

3.4. Processor's notification obligations

- Notification concerning instructions given
Processor shall immediately inform Controller if Processor thinks an instruction by Controller results in a violation of the GDPR or other data protection legislation. In that event, Processor has the option to suspend realisation of the relevant instruction until the instruction has been confirmed or amended by Controller.
- Notification of a personal data breach
Processor shall notify Controller as soon as possible and no later than within 24 hours after discovering any incident that involves a personal data breach and any security incident in connection with the system of Processor.
This notification of Controller must contain all information needed by Controller to comply with its obligations in connection with personal data in accordance with the procedure outlined in the GDPR.
Additionally, Processor undertakes to implement all necessary measures to resolve the personal data breach, including, if necessary, measures to limit the possible negative consequences. Such measures shall be implemented in consultation with Controller, except in highly urgent situations that require immediate intervention by Processor.
Upon the request of Controller, Processor will assist Controller in meeting the obligations of notifying the authorities and/or informing the data subjects.
Unless required by law or explicitly instructed by Controller, Processor shall not share any information regarding the personal data breach with any third party.
- Processor shall notify Controller immediately of any inspection in connection with the data by the competent data protection authorities, and shall assist Controller if the inspection concerns Controller.

3.5. Collaboration in data processing audits

- Controller reserves the right to verify that the data transferred to Processor are processed in accordance with this agreement and on the basis of the instructions of Controller. In this context Controller can conduct random checks and audits of the protection and security of the data. Such checks and audits must be announced at least 7 days in advance and will be carried out during office hours.
- Processor shall make available to Controller all required information and documentation to be able to demonstrate conformity with the provisions of this article and to enable and contribute to the realisation of the random checks or audits by Controller or by an auditor assigned by Controller. Processor shall assist Controller in the realisation of their audits or checks and ensure that these are conducted in an efficient and correct way.

3.6. Sub-processing by Processor

- Processor has the right to use the services of the processors specified in Annex 4 (hereinafter “Sub-processors”) for the processing activities also outlined in Annex 4. If Processor wishes to hire other Sub-processors, Processor must request the prior specific permission of Controller to allow Controller to express any objections to those changes.
- When Processor hires a Sub-processor, Processor undertakes to bind the Sub-processor to the same obligations with respect to data protection that have been agreed in the agreement between Processor and Controller, in particular with respect to offering sufficient guarantees for the implementation of suitable technical and organisational measures to comply with the GDPR.
- In any case, Processor shall remain fully liable towards Controller for the realisation of the obligations by the Sub-processor.

3.7 Transfer of data outside the European Economic Area

- Processor shall be forbidden to transfer or process the data outside the European Economic Area without the prior written approval of Controller.
- When transfer is allowed, parties undertake to conform to Article 44 and the subsequent articles of the GDPR concerning transfer of data to other countries or international organisations.

3.8. Confidentiality

Processor undertakes to process the data provided by Controller in a strictly confidential manner, and not to copy, publish, or in any way process the data without the explicit permission of Controller, unless otherwise required by law.

3.9. Destruction of data after termination of processing

In the event of termination of the service agreement, Processor shall return all data to Controller and then delete the data, as well as destroy any copies, unless Processor is required to retain the personal data by EU law or by the law of the competent state.

4. Liability - Insurance

- Processor shall be held liable for all damage resulting from failing to fully and correctly comply with the obligations or failure to observe the deadlines in the provisions of this agreement.
- Processor indemnifies Controller against all claims by third parties that may be the result of actions or negligence on the part of Processor at odds with its obligations under this agreement or the GDPR. More specifically, Processor indemnifies Controller against any claims for damage, costs, or expenses (including lawyer's fees) imposed on Controller as a result of the actions of Processor.
- In this context, Processor shall take out a suitable liability insurance that covers its various obligations. On the first request of Controller, Processor shall provide proof of this insurance to Controller.

5. Duration

This agreement shall enter into force on the date of signing and shall be in force for the duration necessary for the Processing assigned to Processor. The agreement shall ultimately end upon expiry of the underlying Service Agreement pursuant to which the data are processed.

Each Party can unilaterally terminate the agreement, including the underlying Service Agreement, at any time and without prior legal intervention, by means of a written notification to the other Party if the latter party significantly fails to honour one of its obligations under this agreement and (as far as possible) fails to correct this shortcoming within fifteen (15) days after receipt of a written note of default by the other party.

6. Applicable law and competent court

The present agreement shall be governed by and interpreted according to Belgian law.

Any disputes concerning the validity, interpretation, or realisation of this agreement fall under the exclusive competence of the courts of Brussels (Belgium).

Drawn up in two original copies in Gorinchem, the Netherlands. Each party declares to have received their copy.

For Controller

-See digital signature

For Processor

Easyfairs Evenementenhal
Richard Pothof
Head of Marketing, Intelligence & Technology
Privacy Officer Netherlands

Signature

Annex 1

Subject and nature of the processing of personal data

- Invitation of relations for an event organised by Easyfairs Evenementenhal

Annex 2:

The data categories processed in the context of this agreement are:

- Company name
- Contact (first name and surname)
- Address
- E-mail address

The data subjects whose data are processed, are:

- Relations and exhibitors to whom a visit to the Event is relevant

The data are processed for the following purposes:

- Invitations for Events
- Analysis

Annex 3

List of acceptable Sub-processors and the Processing they are allowed to perform

- Information can be requested via privacy@easyfairs.com