

ADDENDUM GENERAL TERMS AND CONDITIONS | PERSONAL DATA PROCESSING

If GI B.V. processes personal data on behalf of the Controller when performing the Agreement, then as well as the General Terms and Conditions and in addition to the provisions of article 28 (3) GDPR, the following terms also apply.

1. Definitions

The terms used above and hereafter have the following definitions:

- 1.1 Appendix: an appendix to these terms and conditions, which constitutes an integral part thereof.
- 1.2 Personal data: all information about an identified or identifiable natural person ('the Data Subject'); an identifiable natural person who can be identified directly or indirectly, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more elements characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person (pursuant to article 4 (1) GDPR).
- 1.3 Data Subject(s): identified or identifiable natural person to whom the processed Personal Data relates (pursuant to article 4 (1) GDPR).
- 1.4 Processing: Any operation or a set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (pursuant to article 4 (2) GDPR).
- 1.5 Controller: the contracting party of GI B.V. to the Agreement and controller as referred to in article 4 (7) GDPR.
- 1.6 Processor: GI B.V. is the processor as referred to in article 4 (8) GDPR.
- 1.7 Agreement: the agreement concluded between the Controller and GI B.V. under which the Controller uses GI.
- 1.8 Data Breach: a breach which has taken place in connection with personal data, including but not limited to all breaches on organisational and/or technical protection measures taking (which leads to the destruction, loss, change or unauthorised distribution of or unauthorised access to and/or viewing of (forwarded, stored or otherwise processed) (personal) data).
- 1.9 Supervisory Authority: an independent governmental body responsible for supervising compliance with Personal Data processing laws. In the Netherlands, this is the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).
- 1.10 Laws and regulations: in all cases this includes, but is not limited to, the General Data Protection Regulation (GDPR).
- 1.11 Third Party/Parties: a natural or legal person, governmental body, and service or a different body, which is neither the Data Subject nor the Controller nor the Processor nor the persons empowered to process Personal Data under the direct authority of the Data Controller or the Processor.
- 1.12 Sub-Process: a different processor requested to perform specific processing activities by the Processor.
- 1.13 General Terms and Conditions: the GI Terms and Conditions.

2. Applicability

- 2.1 The provisions of these terms and conditions, which are by their nature or purport intended to remain in force after the Agreement has ended, are and remain in force even once the Agreement has been terminated, to the extent required with the agreement of the Controller.
- 2.2 If any provision of these terms and conditions proves to be invalid or unenforceable, the invalidity or unenforceability shall not impact the validity or enforceability of the other provisions of these terms and conditions, the Agreement and/or the General Terms and Conditions.
- 2.3 In the case of conflicts between the provisions in these terms and conditions and the Agreement and/or the General Terms and Conditions, the provisions in these terms and conditions prevail.

3. Processing of Personal Data

- 3.1 The Processor processes the Personal Data exclusively on behalf of the Controller and exclusively in the context of carrying out the Agreement and the purposes which are reasonably associated therewith or which are determined by additional agreement. In view of the nature of GI, as part of the Agreement the Processor shall process all Personal Data of all Data Subject categories which are stored through use of GI or which are otherwise submitted to the Processor to be processed through GI.
- 3.2 The Processor shall follow written instructions from the Controller regarding the Processing and shall not otherwise process the Personal Data unless the Controller has given the Processor permission or instructions to do so in advance.
- 3.3 The Controller guarantees it will comply with all applicable legislation and regulations regarding the Processing of Personal Data including the written instructions given to the Processor, and in doing so shall comply with the requirements of and conditions for Processing Personal Data.
- 3.4 The Controller is responsible for ensuring that the Data Subjects are able to exercise their rights in accordance with applicable legislation and regulations.
- 3.5 Insofar as possible, the Processor shall collaborate with the Controller to comply with obligations under applicable legislation, within the statutory deadlines if applicable, including Data Subject rights such as but not limited to a request to consult, correct, supplement, delete or protect Personal Data and to carry out an honoured registered objection, as well as with the obligations incumbent upon the Controller as referred to in articles 32 - 36 GDPR. The Processor reserves the rights to charge the Controller for the costs associated with these efforts.
- 3.6 The Controller hereby grants the Processor its consent to engage a Sub-Processor when processing the Personal Data. The Processor shall inform the Controller of the Sub-Processors engaged.
- 3.7 If the Controller cannot agree with a proposed change to or addition of a specific Sub-Processor on reasonable grounds, the Controller is permitted to object. The Processor is permitted to offer an alternative within a period of 4 weeks. If the Processor does not offer an alternative, the Controller is permitted to terminate the Agreement without the Processor being bound to compensate the Controller as a consequence of terminating the Agreement.
- 3.8 When the Processor engages a Sub-Processor, the Processor shall ensure that in all cases the Sub-Processor is obliged to take suitable technical and organisational measures regarding the Processing of Personal Data and undertakes to maintain confidentiality.

- 3.9 The Processor shall not provide Personal Data to others except from Sub-Processors and the Controller save for at the written request of the Controller, or with the Controller's written agreement, or when doing so is necessary to comply with the Agreement and/or a legal obligation.

4. Personal Data Protection

- 4.1 The Parties are bound to ensure that Person Data is sufficiently protected and are bound to take suitable technical and organisational measures to prevent loss and unauthorised Processing.
- 4.2 The Controller, in consultation with the Processor, is entitled to carry out our have carried out an audit once every two years to determine whether Personal Data is being processed in accordance with laws and regulations in force and the provisions of these terms and conditions. The costs associated with these efforts on the part of the Processor shall be borne by the Controller, whereby the hours the Processor puts in will be invoiced to the Controller at the Processor's applicable hourly rate.
- 4.3 As well as the option to audit, the overall Processing of Personal Data by the Processor may also be verified through self-evaluation by the Processor.
- 4.4 The Parties shall consult one another if changes in the (organisational and/or technical) security measures to be taken are necessary.
- 4.5 The Processor shall not process any Personal Data outwith the European Union save with the prior written agreement of the Controller.

5. Confidentiality

- 5.1 The Processor shall maintain confidentiality regarding Personal Data processed when carrying out the Agreement and shall take all measures necessary to ensure the confidentiality of the Personal Data. The Processor shall also impose this confidentiality obligation on its staff and all persons and Sub-Processors it engages.
- 5.2 The confidentiality obligation referred to in this article does not apply if personal data is provided to a Sub-Processor, if the Controller has expressly agreed to the Personal Data being provided to a Third Party, or there is a legal obligation to provide the Personal Data to a Third Party or in the case of data which is not confidential or sensitive in nature, is already common knowledge, or confidentiality is impossible due to a legal obligation.

6. Data breaches

- 6.1 If a possible Data Breach is discovered the Processor shall inform the Controller of this without an unreasonable delay as soon as it becomes aware that personal data have been breached.
- 6.2 The information to be provided to the Controller by the Processor as referred to in article 6.1 shall be sent to the Principal User's e-mail address known to the Processor and comprises (insofar as this information is available):
- a description of the possible Data Breach, including possible causes and likely impact;
 - whether, and if so which, categories of Personal Data are involved in the possible Data Breach, including (if available and approximate) an indication of the number of Subjects affected;
 - what the (known or expected) impact of the possible Data Breach is, as well as the (proposed) solution;
 - what the proposed measures and/or measures already taken are;

- the Processor's contact details, to follow-up on the report.
- 6.3 The Processor shall keep the Controller informed of new developments regarding the Data Breach, and the Processor shall also consult with the Controller on the measures taken to restrict and end the Data Breach and to allow a similar incident to be prevented in the future.
- 6.4 The Processor shall not report a Data Breach to the Supervisory Body on its own initiative, and shall also not inform the Data Subject(s) of the Data Breach on its own initiative. Responsibility for doing so rests with the Controller.

7. Liability

- 7.1 By way of derogation from the provisions of the Agreement and the General Terms and Conditions where necessary, the Controller is liable for all damages suffered by the Processor as a result of failing to comply with applicable legislation and the provisions of these terms and conditions.
- 7.2 The Controller is liable for and indemnifies the Processor against fines and/or penalty payments imposed on the Processor by the Supervisory Body if this fine and/or penalty payment is attributable to the Controller, for example if the Controller has acted unlawfully or with negligence.
- 7.3 The Controller indemnifies the Processor against all third-party claims, including but not limited to Data Subject(s), Sub-Processors or other persons or organisations with which the Controller has entered into collaboration or of whom the Processor processes Personal Data, if the claim is attributable to the Controller, for example if the Controller has acted unlawfully or with negligence.
- 7.4 If, for any reason, the Processor is liable for damages and costs the Controller suffers or has suffered in relation to the execution of these terms and conditions, including due to Processor fines and/or penalties imposed on the Controller, the provisions limiting liability and compensation in the General Terms and Conditions apply.
- 7.5 The Processor excludes liability for indirect damage, in all cases including but not limited to consequential damages, trading loss, loss of profit, missed savings, diminished goodwill, damages due to business stagnation, damage resulting from claims from third parties and damages to reputation.

8. Return of personal data and retention period

- 8.1 At the Controller's first request, and in any case after the Agreement has ended, all Personal Data which the Processor has shall be returned or provided to the Controller at the latter's request to the Controller or to a third party to be designated by the Controller, or be deleted, at the discretion of the Controller.
- 8.2 Until this Agreement ends, the Processor shall cooperate in the transfer of the Processor's activities as laid down in these terms and conditions to the Controller or to a subsequent processor, and will do so in such a way that from the time the transfer has taken place, continuity in service provision remains ensured to the fullest, or at least shall not be impeded by the actions or negligence of the Processor. The costs associated with these efforts on the part of the Processor shall be borne by the Controller, whereby the hours the Processor puts in will be invoiced to the Controller at the Processor's applicable hourly rate.