

PROCESSING AGREEMENT

Between, on the one hand:

[REDACTED] with registered office in [REDACTED] with company number [REDACTED] hereby validly represented by [REDACTED] in his/her capacity as [REDACTED].

hereinafter referred to as "the Data Controller" or "[REDACTED]".

And on the other hand:

BALU VENTURES BV, with registered office at Broederminstraat 19, 2018 Antwerp, with company number 0839.859.652, trading under the name "BossData", herewith validly represented by Mr. Thomas Struijk, in his capacity as director.

hereinafter referred to as 'the Data Processor' or 'BossData

hereinafter collectively referred to as 'Parties' or individually as 'Party'

The following will be agreed:

Article 1. Subject

1.1 Subject to the conditions set out in this agreement, the Data Controller will call upon BossData, which accepts, for the processing of personal data, in accordance with the underlying offer and whereby Parties will provide a description in Annex 1 to this agreement of the type of personal data to be processed, if applicable the categories of data subjects involved in the processing, the nature, and purpose of the processing.

1.2 The Data Controller shall determine the purposes and means of the processing of personal data as provided for in Article 2 in conjunction with Annex 1 to this Agreement so that [REDACTED], therefore, qualifies as Data Controller in accordance with Article 4(7) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter GDPR) and in accordance with Article 1 §4 of the Act of 8 December 1992 on the processing of personal data.

1.4 BossData processes the personal data concerned solely on behalf of the Data Controller so that BossData acts as Data Processor (hereinafter referred to as "Data Processor") pursuant to Article 4(8) of the GDPR and in accordance with Article 1, §5 of the Act of 8 December 1992 on the processing of personal data.

Article 2. Scope of application

2.1 BossData and, if applicable, anyone acting under his responsibility or authority, will process the personal data concerned exclusively on the basis of the instructions of the Data Controller in the context of the purpose(s) described in Annex 1.

2.2 The personal data concerned may only be processed by BossData for the purposes described in this agreement, and more specifically in Annex 1. Only the personal data strictly necessary for the execution of this agreement and Annex 1 will be processed by BossData.

Article 3. General obligations of the Data Processor

3.1 BossData guarantees that it and, if applicable, its employees and appointees, have undertaken to observe confidentiality or are bound by an appropriate legal obligation of confidentiality with regard to the personal data that BossData receives from the Data Controller, except to the extent that a legal regulation obliges BossData to disclose such data. In such a case, BossData will be obliged to inform the Data Controller immediately. Under no circumstances will the data be passed on to third parties.

3.2 BossData agrees to process the personal data concerned exclusively for the purpose, as described in Annex 1, for which they are made available to BossData by the Data Controller.

3.3 BossData takes appropriate and organizational measures to protect the personal data involved against accidental or unauthorized destruction, accidental loss as well as any other unauthorized processing of personal data. In the event of loss and/or destruction of the personal data concerned, BossData will immediately inform the Data Controller.

3.4 BossData will at all times assist the Data Controller in the fulfillment of its obligations under the GDPR and the Act of 8 December 1992 on the processing of personal data and will cooperate with any audits that may be organized by the Data Controller. BossData will also make all information available to the Data Controller that is necessary to demonstrate compliance with the obligations set out in the GDPR and the Act of 8 December 1992 on the processing of personal data.

3.5 BossData may engage sub-processors within the EU without the prior specific explicit consent of the Data Controller. BossData imposes on these subprocessors by agreement the same obligations as those imposed on BossData on the basis of this agreement.

Article 4. Duration and termination

4.1 This agreement ends by operation of law when the execution of the order, as mentioned in the underlying offer in conjunction with Article 2.1 in conjunction with Appendix 1 to this agreement, comes to an end.

4.2 Upon termination of the agreement in accordance with article 4.1, BossData will immediately proceed to return all personal data concerned as well as all relevant information or documents to the Data Controller and, if applicable, to transfer all personal data to the computer system designated by the Data Controller.

4.3 If BossData has complied with its obligation under article 4.2 of this agreement, it will immediately proceed to the definitive deletion of all existing copies, if any.

Article 5. Applicable law and competent court

5.1 This agreement is governed by Belgian law.

5.2 The courts of Antwerp, Antwerp division are exclusively competent to take cognizance of any dispute arising from this agreement.

This agreement was drawn up on [redacted] in [redacted] in two (2) original copies whereby each party acknowledges having received one (1) copy.

For the Processing Officer

For the Processor

[redacted]
[redacted]

de heer Thomas Struijk
zaakvoerder