

SOCIAL AUDIENCE B.V.

Version: 1.1
Date: 1 December 2020

This Processing Agreement forms an integral and inseparable part of the commitments that the parties have laid down in the agreement of [DATE] (hereinafter: the 'Agreement').

THE PARTIES:

- **Social Audience B.V.**, trading under the name of digitalAudience, with its registered office at Valschermkade 18 in Amsterdam, listed in the Commercial Register of the Chamber of Commerce under number 62917161 and hereby duly represented by Mr R. Niet (hereinafter: 'digitalAudience');

and

- [CUSTOMER NAME], with its registered office at [ADDRESS] in [TOWN/CITY], listed in the Commercial Register of the Chamber of Commerce under number [Chamber of Commerce number] and hereby duly represented by [REPRESENTATIVE] (hereinafter: 'Client');

WHEREAS:

- The Client has disposal of various personal data that it processes on its own behalf or on behalf of its customers (controllers);
- The Client wishes to have certain forms of processing carried out by digitalAudience for the purpose of the execution of the Agreement;
- Any reference in this processing agreement to personal data is understood to mean personal data within the meaning of Article 4 (1) of the General Data Protection Regulation (hereinafter: the 'GDPR');
- The Parties are prepared to comply with the obligations related to security and other aspects of the GDPR, insofar as this is within their power;
- The Parties, partly in view of the requirements of Article 28(3) of the GDPR, wish to set out their rights and obligations in writing in this processing agreement (hereinafter: 'Processing Agreement');

HAVE AGREED THE FOLLOWING:

ARTICLE 1. PURPOSE OF PROCESSING

- 1.1 digitalAudience commits to processing personal data on the instruction of the Client, subject to the conditions of this Processing Agreement. Processing will only take place within the framework of the Agreement and those purposes that have been determined by further agreement.
- 1.2 The personal data that are (to be) processed by digitalAudience within the framework of the Agreement, and the categories of data subjects to whom the personal data pertain, are included in Appendix 1.

- 1.3 In the processing of personal data, the Client may be considered to be a controller or, if the Client is processing the personal data for a third party, a processor. digitalAudience performs the role of processor or sub-processor (depending on the capacity in which the Client processes the personal data).
- 1.4 digitalAudience will not process the personal data for any purpose other than that determined by the Client. The Client will inform digitalAudience of the purposes of the processing where these are not already stated in the Agreement.
- 1.5 The personal data to be processed on the instruction of the Client will remain the property of the Client, the controllers or controllers concerned and/or the data subjects concerned.

ARTICLE 2. OBLIGATIONS OF DIGITALAUDIENCE

- 2.1 With regard to the processing referred to in Article 1, the Parties will ensure that the conditions pursuant to the GDPR that are set with regard to the processing of personal data are complied with, each according to its own role.
- 2.2 digitalAudience will inform the Client, at the latter's request, of the measures it has taken concerning its obligations under this Processing Agreement.
- 2.3 digitalAudience's obligations arising from this Processing Agreement also apply to those processing personal data under the authority of digitalAudience.
- 2.4 digitalAudience will within reason render cooperation when a data protection impact assessment or prior consultation of the supervisory authority is required. digitalAudience may charge the Client a reasonable fee for this.

ARTICLE 3. TRANSFER OF PERSONAL DATA

- 3.1 digitalAudience may process the personal data in countries inside the European Union, and in countries outside the European Union, provided the legal requirements for doing so are complied with.
- 3.2 digitalAudience will inform the Client, at the latter's request, of the country or countries involved.

ARTICLE 4. DIVISION OF RESPONSIBILITY

- 4.1 The permitted processing will be primarily carried out by digitalAudience's employees within an automated environment. digitalAudience is solely responsible for the processing of personal data under this Processing Agreement, in accordance with the Client's instructions. digitalAudience is expressly not responsible for any other processing operations involving personal data, including in any event, but not confined to, the gathering and provision of personal data by the Client, processing for purposes that the Client has not reported to digitalAudience, processing by third parties and/or processing for other purposes.
- 4.2 The Client indemnifies digitalAudience against any third-party claims and proceedings, expressly including those from supervisory authorities such as the Dutch Data Protection Authority and data subjects, based on or arising from a violation of the GDPR and/or this Processing Agreement attributable to the Client, and will compensate digitalAudience in full for any such claims.

ARTICLE 5. ENGAGEMENT OF THIRD PARTIES OR SUBCONTRACTORS

- 5.1 The Client hereby gives digitalAudience general permission to engage a third party in the processing of personal data pursuant to this Processing Agreement, with due observance of the applicable privacy legislation.
- 5.2 At the Client's explicit request, digitalAudience will notify the Client of third parties it has engaged. The Client has the right to object to any third party engaged by digitalAudience. If the Client objects to third parties engaged by digitalAudience, the Parties will consult in order to reach a solution.
- 5.3 digitalAudience will ensure that these third parties undertake the same obligations in writing as those agreed between the Client and digitalAudience. digitalAudience guarantees proper

compliance with these obligations by these third parties and will itself be liable to the Client in the event of errors by these third parties, as if it had committed the error(s) itself.

ARTICLE 6. SECURITY

- 6.1 digitalAudience will take appropriate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised inspection, impairment, alteration or provision of personal data) in connection with the processing of personal data to be performed.
- 6.2 digitalAudience has in any case taken the following measures:
- logical access control, making use of passwords;
 - automatic logging of all actions concerning the personal data;
 - physical measures for access protection;
 - encryption (encoding) of digital files containing personal data;
 - organisational measures for access protection;
 - random checks regarding policy compliance;
 - security of network connections by means of Secure Socket Layer (SSL) technology;
 - a secured internal network.
- 6.3 digitalAudience does not guarantee that the security is effective under all circumstances. digitalAudience will provide for security to meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the personal data and the costs associated with the security measures taken.
- 6.4 The Client will only make personal data available to digitalAudience for processing if it is sure that the technical and organisational security measures applicable to it have been taken.

ARTICLE 7. NOTIFICATION OBLIGATION

- 7.1 In the event of a data breach (understood to mean a breach in connection with personal data as referred to in Article 4(12) of the GDPR), digitalAudience will notify the Client of this without unreasonable delay. digitalAudience will do its utmost to ensure that the information provided is complete, correct and accurate.
- 7.2 The notification obligation in any case involves reporting the fact that there has been a breach, as well as:
- the cause or suspected cause of the breach;
 - the numbers of data subjects and personal data registers in question or an estimate of those numbers;
 - the impact (insofar as known as yet and/or to be expected);
 - the (proposed) solution;
 - contact details for following up on the report.

ARTICLE 8. HANDLING OF REQUESTS FROM DATA SUBJECTS

- 8.1 In the event of a data subject making a request to digitalAudience in respect of his/her personal data, digitalAudience will forward the request to the Client and the Client will handle the request or forward it to the controller(s) concerned. digitalAudience may inform the data subject of this. If the Client requires digitalAudience's assistance in processing a request from a data subject, digitalAudience may charge costs for this.

ARTICLE 9. SECRECY AND CONFIDENTIALITY

- 9.1 All personal data digitalAudience receives from the Client and/or collects itself within the framework of this Processing Agreement are subject to a duty of confidentiality towards third parties.
- 9.2 This duty of confidentiality does not apply insofar as the Client has expressly granted permission to provide the information to third parties, if providing the information to third parties is logically

required in view of the instruction given and the performance of this Processing Agreement or if there is a statutory obligation to provide the information to a third party.

ARTICLE 10. AUDIT

- 10.1 The Client is authorised to have audits performed by an independent expert third party who is bound to secrecy in order to verify compliance with the arrangements under this Processing Agreement.
- 10.2 This audit will only take place after the Client has requested and assessed similar relevant audit reports present at digitalAudience, and presents reasonable arguments that still warrant an audit initiated by the Client. Such an audit is justified if the similar audit reports that digitalAudience has available provide an insufficient or inconclusive answer regarding compliance with this Processing Agreement by digitalAudience. The audit initiated by the Client will take place after two weeks' prior notice from the Client, once per calendar year at the most.
- 10.3 The parties will jointly assess the findings of the audit that has been conducted and will determine on that basis whether or not those findings will be implemented by one of the parties or by both parties jointly.
- 10.4 The costs of the audit will be borne by the Client, on the understanding that the costs for the third party to be engaged are always borne by the Client.

ARTICLE 11. TERM AND TERMINATION

- 11.1 This Processing Agreement is entered into for the term as determined in the Agreement.
- 11.2 The Processing Agreement cannot be terminated prematurely.
- 11.3 On expiry of the Processing Agreement, digitalAudience will at the Client's request delete and/or return the personal data to the Client. Such a request is to be received by digitalAudience no later than 30 calendar days after the end of the Processing Agreement. digitalAudience is entitled to charge the Client reasonable costs if the request from the Client deviates from the procedures and standards applied at digitalAudience. The parties will always carry out prior consultation with each other regarding this.

ARTICLE 12. OTHER PROVISIONS

- 12.1 The Processing Agreement and its execution are governed by Dutch law.
- 12.2 Any disputes that may arise between the parties in connection with the Processing Agreement will be submitted to the competent court in Amsterdam.
- 12.3 The parties will cooperate fully in modifying this Processing Agreement and adapting it to any new or amended privacy legislation.
- 12.4 Logs and measurements performed by digitalAudience serve as conclusive evidence, subject to proof to the contrary by the Client.

AGREED AND SIGNED:

digitalAudience

Client

____/____/_____
Date

____/____/_____
Date

Name

Name

Signature

Signature

APPENDIX 1: PROCESSED PERSONAL DATA AND THE DATA SUBJECTS

PERSONAL DATA

Within the framework of the Agreement, digitalAudience will process the following categories of personal data:

[to be completed by the Client]

CATEGORIES OF DATA SUBJECTS

The categories of Data Subjects to which the personal data pertain:

[to be completed by the Client]

The Client guarantees that the personal data and categories of data subjects defined in this Appendix 1 are complete and correct.