



# Processing Agreement

***EasyTrans Software sees it as a duty to protect personal data.  
How we handle this data on your behalf is documented in this processing agreement.***

The average citizen's personal data can be found in hundreds of files, for example with the municipality, the tax authority, the GP, the library, the supermarket, sports club, employer, etc. This is no problem at all when these organisations handle the data properly, but the data should also not be capable of being propagated to third parties in an undesired manner.

As of 25 May 2018, the General Data Protection Regulation (GDPR) will apply to all European member states. The GDPR provides that you must handle the personal data of your customers and employees carefully. This Act applies to all forms of personal data processing, irrespective of whether the processing is done on paper or electronically. In the Netherlands the GDPR is implemented as the 'Algemene verordening gegevensbescherming (AVG)' by the 'Autoriteit Persoonsgegevens (AP)'.

Organisations such as yours which use your customers' personal data have specific responsibilities. In your capacity as the Data Controller within the meaning of the GDPR, you are subject to both the obligation to ensure excellent security of the personal data and the obligation to report if this goes wrong.

EasyTrans Software processes this personal data on your behalf and in practice ensures its security and shall also be the one to actually detect a possible data breach. EasyTrans Software shall be deemed to be the "Data Processor" in under the law. In this processing agreement, we have set out the manner in which we handle this. We recommend that you read this Processing Agreement carefully. If you have any questions, you can always contact [info@easytrans.co.uk](mailto:info@easytrans.co.uk).

# Processing Agreement between customer and EasyTrans Software B.V. as the Data Processor

## **The parties:**

1. You as a EasyTrans Software B.V. client who, in accordance with the Dutch 'Algemene Verordening Gegevensbescherming' or AVG, shall be deemed to be the "Data Controller";
2. EasyTrans Software B.V. whose registered head office is located at Blankenstein 110, Meppel, hereinafter referred to as the "Data Processor",

## **Declare hereby:**

To have agreed a processing agreement as referred to in paragraph three of Section 28 of the AVG, between you, hereinafter referred to as the "Data Controller", and EasyTrans Software B.V., hereinafter referred to as the "Data Processor".

## **Article 1 Definitions**

- 1.1 Appendices: Annexes to this agreement which constitute part thereof after having been signed by both parties.
- 1.2 Data Processing or processing of data: Any action or set of actions related to personal data, including in any case the collection, recording, classification, storage, processing, modification, requesting, consulting, use, provision through transmission, dissemination or any other form of making available, assembly, linking as well as the protection, deletion or destruction of data.
- 1.3 File: Any structured set of personal data, irrespective of whether this set of data is centralised or is distributed in a functionally or geographically determined manner which is accessible in accordance with specific criteria and relates to various persons.
- 1.4 Data Controller: The natural person, legal entity or any other person or administrative body who, either alone or jointly, determines the purpose and means for the processing of personal data.
- 1.5 Data Processor: The person who processes personal data on the Data Controller's behalf without being subject to their direct authority.
- 1.6 Data Subject: The person to whom the personal data relates.
- 1.7 Third Party: Any person other than the data subject, the data controller, the data processor or any person under the direct authority of the data controller or the data processor who is authorised to process the personal data.
- 1.8 Disclosure of personal data: The publication or making available of personal data.
- 1.9 Data Leak: A security breach leading to a significant chance of serious detrimental consequences or which has serious detrimental consequences for the protection of personal data.
- 1.10 Data Protection Authority: The Supervisory Authority referred to in Article 51 of the AVG.

## **Article 2 Effective date and term**

- 2.1 This Agreement shall come into force at the time of its signature and shall remain in force for as long as the Data Processor acts in the capacity of personal data processor with respect to the personal data for the EasyTrans software package made available by the Data Controller.

## **Article 3 Object of this Agreement**

- 3.1 The Data Processor processes personal data on the Data Controller's behalf in the context of the recording of data for the execution of the processing agreed between the parties which has been agreed in paragraph 4.2.
- 3.2 The Data Processor undertakes to process the personal data made available by the Data Controller in the context of the activities appropriately and carefully and in accordance with the AVG.

## **Article 4 Compliance with Statutory and Regulatory Provisions**

Do you have questions about EasyTrans? We are happy to help!

Web: [www.easytrans.co.uk](http://www.easytrans.co.uk) | Mail: [info@easytrans.co.uk](mailto:info@easytrans.co.uk) | Tel: [+44 20 3966 3373](tel:+442039663373)

- 4.1 As a EasyTrans Software B.V. client, you are the Data Controller within the meaning of the AVG.
- 4.2 EasyTrans Software B.V. processes data for the shipments recorded for the Data Controller.
- 4.3 EasyTrans Software B.V. processes this data on the Data Controller's behalf to provide the shipper with the necessary data for correct and timely delivery, to provide the Data Controller with the associated transport labels and status updates, and to provide the recipient with all required delivery information during the shipping process.
- 4.4 The processor shall not retain the personal data for longer than is necessary for the fulfilment of the obligations under the agreement.
- 4.5 The Data Processor has no control over the personal data made available. Thus, it does not take any decisions concerning the data's receipt and use, disclosure to third parties and the duration of its storage. The Data Processor shall never have control of the personal data provided under this contract.
- 4.6 During the processing of personal data in the context of the activities referred to in Article 3, the Data Processor shall act in accordance with the applicable laws and regulations concerning personal data protection. The Data Processor shall only process personal data on your behalf and shall comply with all reasonable instructions in this regard, unless otherwise required by law.
- 4.7 The Data Processor shall, at all times and at Data Controllers first request, hand over within two working days, all personal data originating from Data Controller relating to this processing agreement.
- 4.8 The Data Processor shall enable the Data Controller to comply with the obligations arising under the AVG within the statutory deadlines and within 48 hours of a request in this respect, more specifically the rights of data subjects, such as, but not restricted to a request for inspection, improvement, supplementation, deletion or protection of personal data and the handling of an objection that has been submitted and accepted, to the extent that the Data Processor's cooperation is necessary for this.
- 4.9 The Data Processor shall enable the Data Controller to comply with the obligations arising under the AVG within the statutory deadlines and within 48 hours of a request in this respect, and in particular, to comply with the obligations arising under the Data Breach Notification Obligation Act, to the extent that the Data Processor's cooperation is necessary for this.

#### **Article 5 Confidentiality Obligation**

- 5.1 Persons working for the Data Processor or performing tasks on its behalf, as well as the Data Processor itself are obliged to maintain confidentiality concerning the personal data of which they may become aware, except to the extent required by or by virtue of a statutory provision or if their assignment obliges them to do so.
- 5.2. If the Data Processor is required to disclose data on the basis of a statutory obligation, it shall verify the basis for the request and the identity of the applicant and shall inform the Data Controller of this prior to the disclosure, unless this is prohibited by statutory provisions.

#### **Article 6 Security Obligations incumbent on the Data Processor**

- 6.1 The Data Processor shall take all reasonable and appropriate technical and organisational measures to safeguard the personal data being processed on the Data Controller's behalf and protect it against any form of unlawful processing.
- 6.2 The measures referred to in paragraph 1 shall include arrangements against the following at a minimum:
  - a. Damage to or loss of personal data;
  - b. Unauthorised modification of personal data;
  - c. Theft of personal data;
  - d. Inspection of personal data by unauthorised persons;
  - e. Unnecessary further processing and collection of personal data.
- 6.3 The Data Processor shall immediately inform the Data Controller's privacy adviser of all security breaches of which it becomes aware and shall send all information it has in this connection to the Data Controller. The Data Processor shall also inform the Data Controller in the event of doubt concerning such a breach. The Data Processor itself shall not notify the Personal Data Protection Authority if the Data Controller is responsible for the data concerned.

- 6.4 In the event of a security breach as referred to in Article 6.3, the Data Processor shall inform the Data Controller of new developments concerning the security breach and of the measures the Data Processor is taking to limit the consequences of the security breach and to prevent a recurrence.
- 6.5 Except with the Data Controller's express written consent, the Data Processor may neither process, and in particular store, personal data outside Europe nor with a company whose processing of personal data is also subject to the laws of a country or territory outside the European Union.

**Article 7 Audit**

- 7.1 Data Controller has the right to have audits carried out by an independent third party who is bound by confidentiality in order to check compliance with security requirements, compliance with the general rules on processing personal data, misuse of personal data by the processor's employees, compliance with all items in the Processing Agreement, and everything directly related to it.
- 7.2 This audit may take place in the event of a concrete suspicion of misuse of personal data.
- 7.3 Processor shall cooperate with the audit and shall make all information reasonably relevant to the audit, including supporting data such as system logs, and employees available as soon as possible.
- 7.4 The findings of the audit will be assessed by the Parties in mutual consultation and, as a result thereof, whether or not they will be implemented by one of the Parties or by both Parties jointly.
- 7.5 The costs of the audit are for the account of the Data Controller.

**Article 8 Recourse to third parties**

- 8.1 The processor is entitled to outsource all or part of the execution of the work to a third party or parties, who will act as a sub-processor in that capacity. The following conditions apply:
- The processor shall enter into a written sub-processing agreement with the third party and thereby agree on the same obligations as laid down in this processing agreement;
  - The obligations of this article also apply to third parties engaged by the sub-processor.
- 8.2 In these cases, the processor remains at all times the point of contact and responsible for compliance with the provisions of this processing agreement.
- 8.3 Carriers are not sub-processors within the meaning of this Agreement and EasyTrans Software B.V. shall therefore not conclude a sub-processing agreement with the third party. The data controller shall therefore itself be responsible for concluding a processing agreement if the carrier acts as data processor for the data controller.

**Article 9 Amendment of the Agreement**

- 9.1 This Agreement can only be amended in writing through a proposal agreed by both parties.
- 9.2 Once the cooperation has ended, the processor shall retain the personal data for the purpose of making them available again at the request of the controller. The data shall be retained until the controller submits a request for deletion or until the statutory seven-year retention period for debtors' and creditors' records has expired.
- 9.3 Each of the parties is entitled to terminate this agreement with immediate effect in the event of a force majeure event, which shall include a change in statutory rules such that a continuation of the agreement cannot be demanded.
- 9.4 In the event of the agreement's termination with immediate effect, the letter to the Data Processor shall state the reasons for the termination. Upon termination of this agreement, the obligations with regard to the retention period, return of personal data and the obligation of confidentiality continue to apply. The liability and applicable law provisions also remain in force.

**Article 10 Liability**

- 10.1 If the Data processor fails to comply with the obligations under this agreement, the Data Controller can declare it in default. However, the Data Processor shall be deemed to be immediately in default if compliance with the relevant obligation within the agreed time limit is already permanently impossible for reasons other than due to force majeure. Notice of default shall be given in writing, and the Data Processor shall be granted a reasonable period of time to comply with its obligations subsequently.
- 10.2 If the processor does not fulfil or does not fulfil on time any of his obligations under this agreement or on the basis of the law, and after being given notice of default by the controller, the processor shall have a period of 14 days in which to remedy the default. If the default is not remedied within the aforementioned period or if there is already a permanent impossibility, and the processor

would be liable for this, this liability shall be limited to a maximum of the value of the agreed annual invoice amount between the parties to this agreement.

- 10.3 Without prejudice to the operation of Article 10.2, if the damage is a demonstrably significantly higher amount than the invoice value as referred to in Article 10.2, the liability will then be limited to the amount that, according to the processor's liability insurer, is paid out for the case in question, plus any excess to be borne by the processor under the insurance, but in no case more than € 1000,- per violation and € 50,- per day that the violation continues.

**Article 11      Applicable Law**

- 11.1 This agreement and all disputes arising therefrom or associated therewith shall be governed by Dutch law.

Created on the 6<sup>th</sup> of July 2022,  
For EasyTrans Software B.V.