

## DATA PROCESSING ADDENDUM B4B IT

BETWEEN

X

With registered offices at,  
With company number  
Legally represented by,  
Designated hereafter as the "Controller"

AND

B4B IT, with registered office at Kroonwinningsstraat 113, 3500 Hasselt,  
With company number 0555.782.383  
Legally represented by Pieterjan Muller  
Designated hereafter as the "Processor"

The Controller and Processor may be referred to hereafter individually as a "Party" and collectively as the "Parties".

WHEREAS

1. The Controller is a client of one of B4B IT's products or services: KampAdmin, Momentum Tools or Pro Backup.
2. The Processor offers the product or service, along with the support.
3. The Controller wants to entrust his activities linked to one of B4B IT's products and services, to the Processor. These activities require the processing of Personal Data, so that the Processor will, in the framework of providing the Services, also process Personal Data on behalf of the Controller.
4. The Services provided by the Processor (the "Services") are part of the User Agreement (the "Agreement") between Controller and Processor.
5. This Data Processing Addendum (the or this "Addendum") is intended to govern the processing of personal data which is necessary to execute the Services between Parties. Therefore, this Addendum is part of the Agreement between Parties.

### 1. DEFINITIONS

1.1. "Data Protection Laws" means: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), as well as any associated regulation or Belgian legislation which implements the GDPR .

1.2. Any terms and definitions related to data protection used in this Addendum, such as personal data, data processor, data controller, processing, and so forth, shall have the same meaning as and be interpreted in accordance with the Data Protection Laws.

## **2. PROCESSING OF PERSONAL DATA**

2.1. The Parties acknowledge and agree that with regard to the processing of personal data, X is the Controller and B4BIT BV is the Processor.

2.2. If Controller includes, or authorizes others to include, personal data in the content input into the Services or if personal data is generated in performance of the Services, the Controller represents that it is the Controller of those personal data or that it has, prior to agreeing to the provisions of this Addendum or extending the benefit of the Services to any new data controller, been instructed by or obtained the consent of the relevant data controller(s) to agree to the undertakings in this Addendum.

2.3. Controller determines the purpose and means of processing of personal data which B4BIT BV processes on behalf of Customer.

2.4. Processor shall only process personal data in accordance with the Addendum and the written instructions from Customer pertaining to the Addendum.

2.5. Processor may not process personal data on its own behalf or for other purposes than those included in the Addendum or written instructions by Controller.

2.6. Processor shall ensure that all of its personnel which work with or otherwise engage in the processing are fully competent to perform the processing correctly.

2.7. If Processor deems that instructions necessary to perform the processing in accordance with the provisions of the Addendum or otherwise in compliance with the Regulations are missing, it shall inform Controller without any undue delay of this and await further instructions from Controller.

## **3. PROCESSING COVERED BY THE ADDENDUM**

3.1. Subject matter of processing.

The subject matter of the processing of Controller's personal data by the Processor is the performance of the Services pursuant to the Agreement.

3.2. Purpose of processing.

The Processor will process personal data as necessary to provide the Services pursuant to the Agreement and as further instructed in writing by the Controller in its use of the Service.

3.3. Duration of processing.

The Processor will process personal data for the duration of the Addendum, unless otherwise agreed upon in writing.

### 3.4. Processing operations and nature of processing.

Controller's personal data processed by the Processor will be subject to the following basic processing activities: (1) use of Controller's personal data to provide the Services and to provide assistance to technical support, (2) storage and backup of Controller's personal data in data centers, (3) computer processing of Controller's personal data, including data transmission, data retrieval, data access, and (4) statistical analysis of Controller's anonymized personal data.

### 3.5. Categories of data subjects.

Controller may submit personal data to the Services, the extent of which is determined and controlled by Controller in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects: members of Controller's organizations, contact persons, Controller's users authorized by Controller to use the Services and other individuals.

### 3.6. Type of personal data.

Controller determines the types of data processed in the Services. Controller's data fields can be configured as part of the implementation of the Services or as otherwise permitted in the Services. Identified representatives of Controller determine what personal data is processed based on their use of the Services. The personal data processed across the Services usually concern, but are not limited to, the following categories of data: contact information, replies to polls / surveys / votes, and system access / usage / authorization data.

### 3.7. Sensitive personal data.

Controller may not submit sensitive personal data to the Services, unless otherwise agreed upon in writing. In that case, Controller has the sole responsibility to process the data in accordance with Articles 9 and 10 GDPR and, as the case may be, as further regulated by applicable national legislation.

### 3.8. Instructions.

Controller's complete and final instructions for the processing of its personal data are defined by: (1) Customer's and its authorized users' use and configuration of the features in the Service, (2) the Agreement, and (3) the Addendum. Any additional or alternate instructions must be agreed upon separately in writing.

### 3.9. Additional instructions necessary to meet mandatory legal requirements.

If an additional instruction is necessary to meet mandatory legal requirements and Controller is not able to accommodate the requested changes, then the Controller may terminate the Service by providing the B4BIT BV with written notice.

## **4. OBLIGATIONS OF THE PROCESSOR**

4.1. Processor affirms that he, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, has taken appropriate technical and

organisational measures to ensure a level of security appropriate to the risk. These measures are clarified in Annexe x to this agreement.

In particular, Processor commits himself to protect the Personal Data from destruction, loss, alteration, unauthorised disclosure or unauthorised access, whether accidental or unlawful.

4.2. Processor ensures that he, taking into account the nature of the processing, will assist Controller by appropriate technical and organisational measures in responding the requests for exercising the data subject's rights laid down in Chapter III of the GDPR, such as the right of access, rectification and erasure. If there any costs attached to this assistance, he can ask Controller to reimburse them on a reasonable basis.

In this regard, Processor will immediately inform Controller if he is directly contact by a data subject. He will not respond to that request, unless he has received authorization or mandate to do so from Controller.

4.3. Processor guarantees that he, taking into account the nature of the processing and the information available to him, assists Controller in ensuring compliance with the obligations regarding the security of Personal Data (as described by articles 32 to 34 GDPR), regarding data protection impact assessment (as described by article 35 GDPR) and the prior consultation (as described by article 36 GDPR). If there any costs attached to this assistance, he can ask Controller to reimburse them on a reasonable basis.

## **5. CONFIDENTIALITY**

5.1. Processor ensures that the persons working under its management, who process personal data or access personal data in another way, maintain confidentiality as set out in Article 5.2.

5.2. Personal data as well as other information, instructions, system solutions, descriptions or other documents that Processor has access to following the Addendum, may not be disclosed or made use of for any other purpose than that specifically stated in the Addendum, neither directly nor indirectly, without having previously obtained Controller's written approval. This does not apply, however, to information which Processor can show was generally known or which has come to the knowledge of Controller from a third party without breach of the Addendum.

5.3. Processor will inform relevant staff of the content of the confidentiality obligations as set forth in this Addendum and ensures that all staff who engage in the processing of personal data are bound by equivalent confidentiality obligations.

5.4. The confidentiality obligations continue to apply after termination of the Addendum.

## **6. SUBPROCESSORS AND THIRD COUNTRY TRANSFERS**

6.1. Controller acknowledges and agrees that Processor appoints another data processor ("Subprocessor") in connection with the provision of the Services. An updated list of Subprocessors can be found at Controller's website: <https://b4bit.be/role-statement.html>

6.2. Processor will notify Controller in advance of any changes to the list of Subprocessors, by using regular communication means such as customer newsletters, websites, and portals. If Controller reasonably objects to the addition of a new Subprocessor (e.g., such change causes Controller to be

noncompliant with applicable Data Protection Laws), Controller shall notify Processor in writing of its specific objections within 15 working days of receiving such notification. If Customer does not object within such period or objects but does not terminate the Service, the addition of the new Subprocessor shall be considered accepted. If Controller does object to the addition of a new data Subprocessor and Processor cannot accommodate Controller' objection, Controller may terminate the Service.

6.3. Processor will never allow a new Subprocessor to process personal data until Customer accepts the Subprocessor or the Service is terminated, in accordance with Section 7.2.

6.4. If Processor engages a Subprocessor, a written data processing agreement shall be drawn up between Processor and the Subprocessor stating that the Subprocessor has the same obligations as Processor has towards Controller.

6.5. Processor ensures that Controller knows which Subprocessors process personal data by listing them on its website. Upon simple request by the Controller, Processor communicates complete, correct and updated information about all Subprocessors. This may include a copy of the subprocessing agreements, as the case may be excluding the financial regulation between Processor and Subprocessor.

6.6. If a Subprocessor does not comply with its obligations, Processor remains fully liable towards Controller for the processing carried out by the Subprocessor(s).

## **7. TRANSFER TO THIRD COUNTRIES**

7.1. Processor ensures that he will not transfer or otherwise make available or accessible Personal Data to countries or international organisations outside the European Economic Area, unless he has received instruction hereto from the Controller or the conditions as set forth in Articles 44 tot 49 GDPR apply.

7.2. If a Subprocessor processes personal data in a third country for which there is no adequacy decision by the European Commission, Controller may authorise Processor to sign a data processing agreement on its behalf with that Subprocessor, in accordance with the requirements for third country transfers as specified in the Data Protection Laws.

## **8. AUDIT AND SUPERVISION**

8.1. Controller has the right to check that Processor complies with the provisions of the Addendum and any additional instructions issued by Controller. This check will be performed through an audit, control or inspection by the Controller or, whether directly or indirectly, conducted by a person or organisation mandated by the Controller.

8.2. Processor shall give Controller access to its premises/infrastructure for the processing of data.

8.3. In this event, Processor, upon request of the Controller, discloses amongst others all information that is necessary to demonstrate that the obligation related to the intervention of a processor, as described by Article 28 GDPR, are complied with. This concerns in particular the information regarding the processing of personal data and the security measures that have been taken.

8.4. Audits shall take place during the ordinary office hours of Processor or by special agreement. Audits may not be more intrusive for Processor than necessary. The internal costs linked to these Audits, are borne by the Processor, unless they are exceptional, in which case Section x.x applies.

## **9. DISCLOSURE OF INFORMATION**

9.1. If the data subject, the supervisory authority or another third party requests information from Processor concerning the processing of personal data, Processor shall refer to Controller.

Processor may not disclose personal data or other information about the processing without first having obtained Controller's written approval. If Processor, through Belgian or European law or an instruction from a public authority, is obliged to disclose personal data, this will not be considered to be in breach of the Addendum, provided that Processor in connection with the disclosure requests that the data is treated as confidential and immediately notifies Controller about the disclosure unless Processor in accordance with Belgian or European law or the instruction of a public authority is prevented from doing so.

9.2. Processor shall without delay notify Controller in writing of any contacts from the supervisory authority that concern, or may be important to, the processing of personal data.

9.3. Processor does not have the right to represent Controller or act on its behalf towards the supervisory authority.

## **10. COMPENSATION FOR ADDITIONAL COSTS**

10.1. Parties agree that in the event of additional cost arising from adjustments in written instructions, security regulations or other requests which are due to internal decisions by the Controller, the Controller shall bear this additional cost. This cost will be calculated on a reasonable basis, after concertation between Parties.

## **11. LIABILITY**

11.1. Processor, in applying applicable legislation regarding the protection of personal data, is only liable for the damage caused by processing (1) where he has not complied with the obligations of the GDPR specifically directed to processors or (2) where he has acted outside or contrary to lawful instructions of the Controller.

11.2. Where applicable, Parties agree that any disputes or liability under this Addendum will be subject to the limitation and exclusions of liability in the Agreement.

## **12. PERIOD OF VALIDITY AND CESSATION OF PROCESSING**

12.1. The Addendum applies for as long as Controller processes personal data on behalf of Controller.

12.2. Processor does not keep the personal data any longer than is necessary for the execution of this Agreement.

12.3. Unless otherwise required by applicable law, Processor will, upon termination or expiration of the Services, delete Controller's personal data within a reasonable period. However, Processor will return the Controller's personal data within a reasonable period in a reasonable and common format upon receiving written instructions from the Controller prior to termination or expiration. Processor shall have no obligation to return Customer's personal data to Controller if these data is available to Controller.

12.4. Processor will delete all existing copies of personal data and will, upon request of the Controller, confirm this deletion. If however applicable legislation contains an obligation to retain the personal data, Processor will inform Controller hereof, unless that legislation prohibits to give that information.

### 13. MISCELLANEOUS

13.1. This Agreement contains the entire agreement between Parties and does in no way contain an obligation to make personal data available to the Processor.

13.2. If one or more provisions of this Agreement are declared invalid or not enforceable, Parties will replace the said provision(s) by (a) valid and enforceable provision(s) that realize as much as possible the economic, commercial or other envisaged objectives of the provisions that were declared invalid or not enforceable. The other provisions of this Agreement will remain in force.

13.3. The mere fact that a Party does not insist on the strict application of a provision of the Agreement or does not enforce that, cannot be interpreted as a waiver of that Party's rights, unless this is confirmed in writing.

### 14. APPLICABLE LAW AND JURISDICTION

This agreement is governed by Belgian law.

Any dispute between the Parties will be settled by the court of the district where the main establishment of the Controller is located.

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By signing below, Controller acknowledges that it is executing this Addendum on its own behalf as a data controller and, if applicable, on behalf of its affiliates or third parties as data controllers which it has authorized to use the Services:

On behalf of Controller  
Place:  
Date:  
Name:  
Position:  
Company no.:

Signature

On behalf of Processor  
Place: Hasselt, Belgium  
Date: 2020-03-02  
Name: Pieterjan Muller  
Position: CEO  
Company no.: 0555.782.383

Signature

