Data Processing Agreement 2.0

This Data Processing Agreement will form part of any agreement between WhiteVision B.V. and its customers and will govern the confidentiality and processing of Personal Data in accordance with the General Data Protection Regulation (GDPR). This Data Processing Agreement is adopted on 1 January 2022 and will supersede any and all previous versions.

THE PARTIES:

I. WhiteVision B.V., a private company with limited liability, the "Processor", having its registered office and principal place of business at Lage Mosten 57 (4822 NK) Breda, the Netherlands (Chamber of Commerce registration number 61968781);

and

II. any purchaser of the services or products, or client, as the case may be, of WhiteVision, the "Controller";

WHEREAS:

-   the Processor's services comprise (outsourced) digital recognition (OCR) and storage of the (digital) documents supplied by the Controller for purposes of (digital) administrative processing and archiving (hereinafter to be referred to as the "Services"). Processing of the data is necessary to achieve this purpose because the same result cannot be achieved by any other means. Therefore, the Personal Data are necessarily processed;
-   the Processor offers the Services to the Controller and, to that end, has concluded, or will conclude, one or more agreements with the Controller to perform the Services, hereinafter jointly to be referred to as the "Agreement";
-   in performing the Agreement, the Processor will process data for which the Controller is and will remain responsible. This data includes Personal Data and, insofar as it is processed by the Controller, may also include special Personal Data within the meaning of the General Data Protection Regulation (EU 2016/679) (GDPR), hereinafter to be referred to as the "Personal Data";
-   in view of the provisions of Article 28(3) of the GDPR, the parties wish to lay down the conditions of the processing of Personal Data in this Data Processing Agreement;

HAVE AGREED AS FOLLOWS:

Article 1. Definitions

1. Processor: WhiteVision B.V., a private company with limited liability, having its registered office and principal place of business at Lage Mosten 57 in (4822 NK) Breda, the Netherlands (Chamber of Commerce registration number 61968781), which will process documents containing personal data for the purposes of the services to be provided;

2. Controller: the natural person or legal entity that has concluded an Agreement with the Processor and uses WhiteVision services or products, or the person or entity to which the Processor has issued an offer to do so.

3.   Service(s): the specific service(s) that the Processor agrees or has agreed with the Controller, as stated in the Agreement or in the offer.

4.   Agreement: the agreement between the Processor and the Controller pursuant to which the Processor will provide the Services or the products.

5.   Website: the Processor's website, available via www.whitevision.nl.

6.   Annex 1: List of Processing Activities

7.   Personal Data: any personally identifiable data, including (but not limited to) surnames, given names, addresses, telephone numbers, IP addresses, bank account numbers, etc., as submitted for processing by the Controller.

8.   Data Subject: any identifiable natural person whose Personal Data is collected.

Article 2. General

1.   This Data Processing Agreement pertains to, and forms part of, the agreement entered into between WhiteVision (the "Processor") and its contracting party (the "Controller"), the "Agreement", for purposes of provision of the Service purchased by the Controller from the Processor. By using the WhiteVision services and products, the Controller fully and unconditionally accepts and agrees to the provisions of this Data Processing Agreement.

2.   In view of the large numbers of purchasers of the WhiteVision services and products, the Processor elects to declare this Data Processing Agreement generically applicable to all its purchasers. If the purchaser does not accept the Data Processing Agreement, it will unequivocally communicate that. In such event, WhiteVision will not provide any services and/or products.

3.   The Processor offers the Controller the possibility to purchase the Service(s), in which respect the Processor may, in the provision of such Service(s), process Personal Data for and on behalf of the Controller. In such processing of Personal Data, the Controller will qualify as the Controller or, if the Controller processes the Personal Data for a third party, as a Processor. Depending on the capacity in which the Controller processes Personal Data, the Processor will qualify as the Processor or as a Sub-Processor.

Article 3. Personal Data

1.   WhiteVision's client will qualify as the Controller in respect of all such Personal Data as WhiteVision may process for purposes of the Agreement, and will retain full control of, and will be responsible for, the Personal Data (both that created in the course of the Agreement and that created as a result of further processing). If the Controller does not process or has not processed the Personal Data itself using the Processor's systems, the Processor will only process the Personal Data on the basis of the Controller's written instructions relating, *inter alia*, to the possible transfer of Personal Data to third parties outside the European Union. The Processor may anonymise the Personal Data. Anonymised data may be used for purposes of research and improvement of the Processor's products and services.

2. The Controller warrants that the instruction to process the Personal Data is in accordance with all applicable laws and regulations. The Controller will indemnify the Processor against any third-party claims that in any way whatsoever may ensue from non-observance of this warranty.

3. The processing of Personal Data will take place in the context of the Agreement only. The Processor will process Personal Data only as provided for in the Agreement. In particular, the Processor will not process the Personal Data for its own purposes.

4. In the event that a Data Subject sends a request for access, correction or deletion to the Processor, the Processor will forward the request to the Controller within two working days, and the Controller will further handle the request. After consulting with the Controller, the Processor may notify the Data Subject thereof. Where necessary, the Processor will provide support in the handling of such requests (statutory duty, GDPR, Art. 28(3)(e)).

5. The Controller will at all times remain responsible for the data as submitted to the Processor for processing. The Controller warrants that the processing takes place on one of the six bases as referred to in the GDPR and will be the party that - where necessary - is to obtain the Data Subject's consent before presenting data to the Processor for processing.

Article 4. Purposes of the processing

1. On the conditions of this Data Processing Agreement, the Processor undertakes to process Personal Data on the instructions of the Controller. Processing will take place only for the purposes of provision of the Services, such as recognition and processing of documents, as well as such purposes as are reasonably related thereto or as are determined subject to further consent.

2. On the instructions of the Controller, the Processor will process (special) Personal Data that has been provided to the Processor by the Controller for purposes of this Data Processing Agreement only. The provision of Personal Data to the Processor will take place on a legal basis only. The Controller will be responsible for the lawfulness of the processing of any special Personal Data.

3. The Processor will not make any independent decisions on the processing of the Personal Data for any other purposes, including the disclosure thereof to third parties or the period of storage of data. The Controller has the control over the Personal Data provided to the Processor in the context of this Data Processing Agreement or any other agreements between the parties, as well as over the other data processed by the Processor in that context.

4. For the purposes of processing activities, the Processor will make the agreed ICT resources available to the Controller, which resources can be used by the Controller for the purposes referred to in the foregoing paragraph. The Processor will be a passive processor.

5. The Personal Data to be processed on the instructions of the Controller will remain the property of the Controller and/or the relevant Data Subjects.

6. The Controller is aware that - as the party responsible for the processing of Personal Data - it is to keep records of the processing activities provided for in this Data Processing

Agreement. The Controller will indemnify the Processor against any and all entitlements and claims relating to the failure, or the failure properly, to comply with this obligation to keep records.

Article 5. Obligations of the Processor

1.   The Processor will be responsible for compliance with the applicable laws and regulations, in any event including the Personal Data protection laws and regulations, such as the General Data Protection Regulation.

2.   On the Controller's written demand, the Processor will inform the Controller of the measures implemented by it in respect of its obligations under this Data Processing Agreement.

3.   The Processor's obligations as ensuing from this Data Processing Agreement will also apply to those processing Personal Data under the authority of the Processor, including but not limited to any employees, in the broadest sense.

4.   The Processor will lend the Controller all such assistance as may be necessary if, in the context of a processing operation, a data protection impact assessment (DPIA) or prior consultation of the supervisory authority should be required. Any associated costs will be payable by the Controller.

Article 6. Transfer of Personal Data

1.   The Processor will process Personal Data in countries within the European Economic Area. In addition, the Controller authorises the Processor to process Personal Data in countries outside the European Economic Area, to the extent that the (Sub-)Processor complies with the relevant applicable laws and regulations (including the GDPR).

Article 7. Division of responsibility

1.   The Processor will only be responsible for the processing of the Personal Data under this Data Processing Agreement, in accordance with the Controller's instructions and under the express (ultimate) responsibility of the Controller. The Processor will expressly not be responsible for any other processing of Personal Data, in any event including but not limited to the collection of Personal Data by the Controller, processing for any purposes not communicated by the Controller to the Processor, and/or processing by third parties and/or for other purposes.

2.   The Controller warrants that the content, the use and the instruction for the processing of the Personal Data as referred to in this Data Processing Agreement will not be unlawful and will not infringe any third-party rights.

3.   The Controller will at all times warrant the lawfulness of these processing activities and warrant that its systems and infrastructure will at all times be adequately secured.

4.   The Controller will be responsible for assessing whether the Processor offers sufficient warranties in terms of application of appropriate technical and organisational measures so that the processing activities meet the requirements of the GDPR and/or any other

applicable laws and regulations and the protection of the rights of Data Subjects is sufficiently safeguarded.

5. Without prejudice to the Processor's or Controller's other rights, parties will indemnify each other against any damage, third-party claims and fines imposed by supervisory authorities for the situations in which either party acts contrary to the provisions of this Data Processing Agreement, the annex pertaining hereto and/or the General Data Protection Regulation and/or any other applicable laws and regulations.

6. The Processer will immediately inform the Controller if in its opinion, an instruction violates the General Data Protection Regulation and/or any other applicable laws and regulations.

Article 8. Engagement of third parties or Sub-Processors

1. For purposes of this Data Processing Agreement, the Processor may engage third-party (Sub-) Processors. The Processor will actively notify the Controller of any (changes to) the (Sub-) Processors to which it delegates all or part of the processing activities. The Processor will be responsible for the conduct of any such third parties.

   The current Sub-Processors can be found on our website at
   https://www.whitevision.nl/subverwerkers/

2. The Controller will be entitled to object to any (Sub-)Processors to be engaged by the Processor (in advance). In such event, the Processor may, at its option, discontinue the processing or offer an alternative. The Controller will be required to reimburse the Processor for any increased costs incurred as a result.

3. The Processor imposes to third parties the same obligations as have been agreed between the Controller and the Processor in respect of the processing of Personal Data.

Article 9. Security

1. The Processor will implement such appropriate (state-of-the-art) technical and organisational measures in respect of the processing of Personal Data to be performed as are required of it under Article 32 of the GDPR, all against loss or any form of unlawful processing (such as unauthorised inspection, infringement, amendment or provision of the Personal Data).

2. The Processor and the Controller will, each for the part for which they are responsible, implement appropriate technical and organisational measures to protect Personal Data against loss or any form of unlawful processing. Taking into account the state of the art and the costs of implementation, as well as the risks associated with the processing and the nature of the Personal Data to be protected, such measures will warrant an appropriate level of security. Such measures may include:

   (i) business processes of the Controller that must comply with the GDPR;

   (ii) authorisation models in which staff members that do not have anything to do with certain data will not have access to that data;

   (iii) security of workstations;

   (iv) an adequate password policy, all in accordance with the prevailing guidelines of the Dutch Data Protection Authority.

3. The Processor may make changes to the security measures implemented if it deems such changes necessary in order to be able to continue offering an appropriate level of security.

4. The Processor does not warrant that the security will be effective in all circumstances. In the event that a security measure expressly described in this Data Processing Agreement is missing, the Processor will endeavour to ensure that the security will meet a level that is not unreasonable, taking into account the state of the art, the sensitivity of the Personal Data and the costs of implementation of the security measure.

5. The Processor will ensure that the persons involved in the processing at the Processor's, not limited to its employees, will be bound by a confidentiality obligation in respect of the Personal Data.

6. The Processor will lend the Controller assistance, insofar as reasonably possible, in complying, or procuring compliance, with the latter's obligation under the GDPR to take appropriate technical and organisational measures in order to ensure a level of security appropriate to the risk. Any associated costs will be payable by the Controller.

7. If the Processor suspects, or has learnt, that the Controller's Personal Data is, or has been, compromised (security breach or data leak), the Processor will notify the Controller as soon as possible.

Article 10. Obligation to notify

1. In the case of a security breach and/or a data leak (which will be understood as: an infringement of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, data transmitted, stored or otherwise processed), the Processor will make every effort to notify the Controller thereof as soon as possible, but within no more than two days of discovery, in a commonly used format to be determined by the Processor.

2. Based on the information provided by the Processor, the Controller will assess whether or not it will notify the supervisory authorities and/or the Data Subjects. The Controller will be solely responsible for determining whether it must notify the Dutch Data Protection Authority and/or the relevant Data Subjects of the data leak. In that respect, the Processor can provide the Controller with advice against the agreed rate.

3. The Processor will make every effort to ensure that the information provided is complete, correct and accurate. The Processor will furthermore take all reasonable measures to prevent or limit any (further) breach of the provisions of the GDPR. The Controller agrees in advance that the Processor may engage third parties in that context without notifying the Controller in advance.

4. If the laws and regulations so require, the Processor will lend its assistance in informing the relevant authorities and the Data Subjects, as necessary. The Controller will be responsible for notifying the relevant authorities.

5. For the Processor, the obligation to notify will in any event includes informing the Controller of the fact that a data leak has occurred, as well as of:

- the (suspected) cause of the data leak;
- the impact (as yet known and/or to be expected);
- the (proposed) solution;
- the measures already taken;
- the contact details for following up on the notification;
- the parties notified (such as the Data Subjects themselves, the Controller, the supervisory authority).

6. Insofar as reasonable, taking into account the nature of the processing activities and the state of the art, the Processor will support the Controller in performing its statutory obligations in respect of the incident that has been determined and lend its assistance in the process. The Processor will not be required to notify the Dutch Data Protection Authority and/or the Data Subjects of any Personal Data breach. Therefore, the Processor will not liable for the (proper and/or punctual) performance of the obligation to notify to which the Controller is subject as referred to in Articles 33 and 34 of the GDPR.

7. The Processor will document any and all Personal Data breaches as referred to in article 10, paragraph 1, of this Data Processing Agreement, including the facts regarding the Personal Data breach, its effects, and the remedial actions taken. The Processor will only provide such documentation to the Controller in the event of a request made by the Dutch Data Protection Authority to the Controller, as referred to in Article 33(5) of the GDPR.

Article 11. Rights of Data Subjects

1. In the event that a Data Subject sends a request to exercise their statutory rights, such as the right of access, rectification, completion, deletion and restriction of their Personal Data to which the Processor has access, to the Processor, the Processor will forward such request to the Controller within no more than two working days and notify the Data Subject thereof. The Controller will then further handle the request itself.

2. In the event that a Data Subject sends a request to exercise any of their statutory rights to the Controller, the Processor will, if so required by the Controller and insofar as this is possible and reasonable, lend its assistance. The Processor can charge the Controller reasonable costs for this.

3. Within no more than two (2) working days, the Processor will forward any complaint from a Data Subject on the processing of Personal Data to the Controller, who will be responsible for handling the complaint.

Article 12. Secrecy and confidentiality

1. Any Personal Data that the Processor receives from the Controller and/or collects itself in the context of this Data Processing Agreement, will be subject to a duty of confidentiality vis-à-vis third parties. The Processor will not use any such information for any purpose other than that for which it was received, even if it has been transformed in such a manner that it cannot be traced back to the any Data Subjects.

2. Anonymising Personal Data will qualify as processing Personal Data. The Controller will grant the Processor authorisation exclusively based on the last sentence of Article 3.1.

3. This duty of confidentiality will not apply:

   - insofar as the Controller has granted its express consent to the disclosure of the information to third parties; or
   - if disclosure of the information to third parties is logically necessary for the performance of the Agreement; or
   - if a statutory obligation and/or a court order requires the Processor to disclose the information to a third party; or

- in respect of any third parties to which Personal Data is disclosed in their capacity as Sub-Processors.

4. The Processor and the Controller will ensure that their employees will have access to Personal Data on a need-to-know basis only and that such Personal Data is accessible only to staff members responsible for performance of the agreed work.

Article 13. Audit

1. The Controller will have the right to cause an independent ICT or other expert who is bound by a duty of confidentiality to audit compliance with all the provisions of this Data Processing Agreement.

2. The audit initiated by the Controller will take place following generally two weeks' notice by the Controller and no more than generally once per year.

3. The Controller's audit will at all times be limited to the systems of the Processor that are used for the processing activities.

4. In the event of an audit, the Processor will make available all reasonably relevant information as soon as possible and within a reasonable term, a term of no more than two weeks being deemed reasonable. The Controller will ensure that the audit will cause as little business disruption to the Processor's other work as possible.

5. The parties will assess the findings of the audit conducted in mutual consultation and determine on that basis whether or not those findings will be implemented by either party or by both parties jointly.

6. The costs of the audit will be payable by the Controller.

Article 14. Liability

1. The Controller will, *inter alia*, be responsible for the processing of Personal Data and will, in that capacity, be fully liable for the processing activities or their stated purpose, the use and the content of the Personal Data, the disclosure of the Personal Data to third parties, the period of storage of the Personal Data, the method of processing and the means used for such purpose.

2. The Processor will be liable to the Controller only as agreed between the parties in the Agreement and/or the Processor's General Terms and Conditions.

3. The Processor has taken out proper liability insurance with coverage up to EUR 1,000,000, and undertakes to pay the premiums in respect of such insurance. In no event will any liability that may arise on the Processor's part exceed the amount paid out to the Processor by the insurer in that respect.

4. Without prejudice to the provisions of this article, the Processor will be liable for damage caused by the processing activities only in the event that such processing activities were not in compliance with obligations under the GDPR specifically directed to the Processor or in the event of any acts beyond, or contrary to, the Controller's lawful instructions.

5. Direct damage will be understood exclusively as damage comprising:

- damage directly caused to material goods ("property damage");
- reasonable and demonstrable costs incurred to demand the Processor to properly comply, or resume compliance, with this Data Processing Agreement;
- reasonable costs incurred to determine the cause and scope of the damage insofar as it relates to the direct loss as referred to here; and
- reasonable and demonstrable costs incurred by the Controller to prevent or mitigate the direct damage as referred to in this article.

6. The Processor's liability for indirect damage is excluded. Indirect damage will be understood as any damage that is not direct damage and will, thus, in any event include, without limitation, consequential damage, lost profits, lost savings, reduced goodwill, damage due to business interruption, damage relating to the use of data or data files prescribed by the Controller, or loss, corruption or destruction of data or data files.

7. Any claim for damages brought by the Controller against the Processor will be forfeited by the mere lapse of a period of twelve months following inception of the claim.

8. Unless the Processor's performance has been rendered permanently impossible, the Processor's liability on account of attributable failure to perform the Agreement will arise only if the Controller immediately gives the Processor written notice of default, granting a reasonable term to cure the failure, and the Processor continues to fail to perform its obligations even after such term. The notice of default must contain as complete and detailed a description of the failure as possible, so as to give the Processor the opportunity to respond adequately.

Article 15. Term and termination

1. This Data Processing Agreement will come into effect at such time as the Controller starts to use the Processor's Services and products. This Data Processing Agreement will remain in effect for the duration of the Agreement.

2. This Data Processing Agreement will end upon termination of the Agreement, unless, for any reason whatsoever, the Processor continues to process the Controller's Personal Data after termination of the Agreement, in which event this Data Processing Agreement will remain in effect for as long as the Processor continues to process the Personal Data.

3. The Processor will at all times be entitled to amend and/or supplement this Data Processing Agreement if necessary to comply with current or future laws and regulations. The current version of this Data Processing Agreement can be found on the Processor's website.

4. The obligations under this Data Processing Agreement that, by their nature, are intended to survive termination will remain in effect notwithstanding termination.

Article 16. Retention periods, deletion and back-up

1. The Processor will delete the Personal Data after expiry of a period of thirty days following termination of the Agreement or, at the Controller's discretion, transfer them to the latter,

unless the Personal Data must be retained for a longer period of time in the context of the Processor's statutory or other obligations, or if the Controller requests the Processor to retain the Personal Data for a longer period of time and the Processor and the Controller have reached agreement on the costs and other conditions of that longer retention period. The latter will apply without prejudice to the Controller's responsibility to observe the statutory retention periods. Any transfer of Personal Data or copies thereof to the Controller will take place at the Controller's expense.

2.   The Controller will be responsible for the determination of the statutory or other retention periods of the Personal Data and will adequately inform the Processor thereof. The Processor will not retain the Personal Data any longer than required in accordance with these retention periods. Insofar as the Personal Data is in any way whatsoever in the control of the Controller, the Controller will remain responsible for the punctual erasure of that data.

3.   Without prejudice to the specific provisions of the Agreement, the Processor will delete or return the Personal Data to the Controller on demand, and delete any existing copies thereof, unless the Processor is required by law to store the Personal Data. The Processor will send a written confirmation to the Controller on request as soon as the data has been destroyed.

Article 17. Final provisions, applicable law and dispute resolution

1. This Data Processing Agreement and its performance will be governed by the laws of the Netherlands.

2. Any disputes that may arise between the parties in connection with this Data Processing Agreement will be submitted to the competent judge of the District Court for Zealand-West Brabant in Breda, the Netherlands.

3. Any logs kept and measurements carried out by the Processor will constitute conclusive evidence, save evidence to the contrary to be submitted by the Controller.

4. By entering into, and signing, the Agreement, the Controller expressly agrees to the contents of this Data Processing Agreement. In the event of any conflict between any arrangements and the Data Processing Agreement, the Data Processing Agreement will prevail.

5. The obligations under this Data Processing Agreement will also apply to any businesses of the parties belonging to a group of companies within the meaning of Article 2:24b of the Dutch Civil Code and to all employees of such businesses that are involved.

6. This Data Processing Agreement cannot be assigned, and any amendments hereto will be valid only if mutually agreed, unless statutory obligations require amendment.

Annex 1: Personal Data Processing Activities

This annex attempts to indicate the Personal Data involved. Given the, in principle, endless variation of Personal Data to be submitted by the Controller to the Processor for processing, this annex is, by definition, non-exhaustive. The Controller will be responsible for maintaining its own, complete, processing record.

Personal Data: any information relating to an identified or identifiable natural person; a natural person will be deemed to be identifiable if they can be directly or indirectly identified, in particular by reference to an identifier, such as a name, IBAN number, or address details.

The Controller will be ultimately responsible for determining what Personal Data will be processed within the services under the [Main] Agreement by presenting such Personal Data for processing.

The Personal Data that the parties may process will include:

- Unique reference(s) (such as a customer number).
- Date of birth and gender.
- Data in respect of transactions/donations/purchase history/payments.
- Consent (opt-ins).
- Identifying particulars (name, address, city).
- Physical data.
- Personal features.
- Lifestyles
- Psychological data.
- Household composition.
- Training and education.
- Citizen service number.
- Data concerning health.
- Memberships.
- Profession and employment.
- Financial particulars.

The Personal Data will relate to the natural persons (Data Subjects) who:

- have a relationship with the Controller (including but not limited to: customers, members, visitors, leads, prospects, donors, guests, employees, consumers, citizens);
- and/or have registered for communications by the Controller.

The purposes of processing of Personal Data are determined by the Controller. Examples of purposes include, without limitation: marketing (communication), research, statutory obligations, accounting obligations, canvassing, performance of agreements with Data Subjects.

Examples of processing include, without limitation: collection, recording, organisation, segmentation, filtering, structuring, storage, emailing, adaptation or alteration, synchronisation, enhancement, analysing, retrieval, consultation, use, sharing, dissemination or otherwise making available, combination, restriction, erasure or destruction.