



DATA PROCESSING AGREEMENT PRIVATE MOBILITY

Comprised of:

Part 1. Data Pro Statement

Part 2. Standard Clauses for Data Processing

Version: 0.01/22-5-2018

Dutch and English version

The Data Pro Code was originally drafted in Dutch. The English version is for convenience only. In case of conflict between the Dutch and the English version, the Dutch version prevails.

PART 1: DATA PRO STATEMENT

Along with the Standard Clauses for Data Processing, this Data Pro Statement constitutes the data processing agreement for the product or service provided by the company that has drawn up this Data Pro Statement and is part of the Supply Agreement.

GENERAL INFORMATION

1. This Data Pro Statement was drawn up by

Private Mobility Nederland B.V., Bolderweg 2, 1332AT Almere.

If you have any queries about this Data Pro Statement or data protection in general, please contact: Mrs. Malti Toularam,

Telefoon: 088-3033005, E-mail: finance@pmfactory.nl

2. This Data Pro Statement will enter into force on 25 may 2018.

We regularly revise the security measures outlined in this Data Pro Statement to ensure that we are always fully prepared and up to date with regard to data protection. If this document is updated, we will notify you of the revised versions through our regular channels.

3. This Data Pro Statement applies to the following products and services provided by the data processor

Mobile and fixed telephone services,
Data connectivity services,
Network and OCS platform services.

4. Description of product/service A

Private Mobility is a Mobile Virtual Network Enabler, providing network integration for fixed and mobile, voice and data communication and connectivity services in the Dutch business and consumer market.

5. Description of personal data

Data processor is processing the following data; traffic data on call duration, amount of data units, MO and MT phone number, network, country, time stamps, location, user ID, IP-address, type of service, (but no end-user contact info).

6. Intended use

Product/service A was designed and built to process the following types of data:

- invoicing, financial administration, customer service, commercial information, network management, legal intercept.

When this product/service was designed, the possibility that it would be used to process special categories of personal data or data regarding criminal convictions and offenses was not taken into account. It is up to the client to determine whether or not it will use the aforementioned product or service to process such data.

7. When the data processor designed the product or service, it applied the *privacy-by-design* approach in the following manner:

Data minimization, encryption, private lines, no personal user information is connected to any phone number or imsi number.

8. The data processor adheres to the Data Processing Standard Clauses for Data Processing, which can be found in Part 2 and registered Algemene Voorwaarden.

9. The data processor will process the personal data provided by its clients within the EU/EEA.

10. The data processor uses the following sub-processors:

Service Provider agrees that Data processor will engage Sub-Processor(s) to perform specific processing activities with respect to the Personal Data.

Data processor guarantees that it will impose at least the same data protection obligations as set out in the Agreement on a Sub-Processor by means of a written sub-processor agreement that in particular will contain sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the Security measures.

A list of Sub-Processors is included in Appendix C (which appendix is available in the customer portal and can be updated by Data processor).

Private Mobility B.V. has only one sub-processor, which is PM Factory B.V., Bolderweg 2, 1332AT, Almere, the Register of sup-Processors of PM Factory will be available as stated in Appendix C.

At least four-teen (14) days before Data processor authorizes a new Sub-Processor to process Personal Data, Data processor will update the website and Data processor will notify Service Provider of the change by mail.

If Service Provider does not approve the engagement of a new Sub-Processor by Data processor with respect of the execution of a specific Service, Service Provider is - within fourteen (14) days after the mail as described, entitled to terminate that specific Service in writing i) taking into account a notice period of one (1) month and ii) accompanied with an explanation of the reasons for not approving the engagement of that new Sub-Processor.

Data processor remains the only point of contact for Service Provider. Data processor is fully responsible and liable in the relationship between the Parties for the implementation and compliance with the provisions of the Agreement insofar as it creates obligations for Data processor.

11. The data processor will support its clients in the following way when they receive requests from data subjects:

Request for access, rectification and erasure are rendered and processed through the available Ticketing process on the partner portal.

Data processor shall assist Service Provider - as much as reasonably possible - by means of technical and organizational measures in fulfilling Service Provider's obligation to respond to requests in which a data subject exercises its Rights with respect to the Personal Data. The decision whether or not, and if so, to what extent, a Con-troller answers a request in which a data subject exercises its Rights, remains fully with the Controller.

Data processor will - at the first written request of Service Provider - as soon as reasonably possible, but no later than within thirty (30) working days after the request by Service Provider, proceed to:

provide to Service Provider, in writing, all the Personal Data of the data subject that has filed a re-quest for access; and improve, supplement, limit, delete, transfer or shield the Personal Data - indicated by Service Provider - relating to a data subject that exercised its Rights,

if, and insofar, Service Provider is not able to provide, improve, supplement, limit, delete, transfer or shield the Personal Data in question itself.

If and when the number of requests by Service Provider referred to in Article 10.2 exceeds two (2) requests per quarter of a contract year, Data processor is entitled to charge Service Provider for the time spent fulfilling such re-quests.

If a data subject directly addresses Data processor for the exercise of its Rights, Data processor will immediately refer the data subject to Service Provider.

12. Once an agreement with a client has been terminated, the data processor will delete the personal data it processes on behalf of the client within three months, in such a manner that they will no longer be able to be used and will be rendered inaccessible.

SECURITY POLICY

13. The data processor has implemented the following security measures to protect its product or service:

Data processor implements appropriate technical and organizational measures to adequately secure the Personal Data and keep it safe from loss or any form of unlawful use or processing, taking into account the:

- a. State of the art;
- b. Implementation costs;
- c. Nature, scope, context and purposes of processing;
- d. Risks of possible violence done to the data subject's rights and freedoms in terms of likelihood and severity.

The technical and organizational measures as stipulated include inter alias as appropriate

- a. Pseudonymisation and encryption of personal data;
- b. Ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. Ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In assessing the appropriate level of security Data processor shall take into account in particular the risks that are presented by processing, in particular of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Data processor does not guarantee to Service Provider that the security of the Personal Data will be effective under all circumstances. Data processor is only subject to the obligations as stated.

16. The data processor has obtained the following certificate

- o *Data Pro Certificate*

DATA LEAK PROTOCOL

17. In the unfortunate event that something does go wrong, the data processor will follow the following data breach protocol to ensure that clients are notified of incidents:

In case of a data security incident, the data processor will inform his contractor and the business partners by email with a description of the incident, type of breach, kind of data, categories of data subjects, and/or databases, indication of when the incident took place, contact information of the controller

Data processor shall notify Service Provider, in writing and without undue delay, of any personal data breach of which it becomes aware within the organization of Data processor or its Sub-Processor(s).

Data processor will make the notification as mentioned to the person designated by Service Provider and made known to Data processor in Appendix D. If such person is not designated by Service Provider or is not made known to Data processor, Data processor will use the general contact details of Service Provider to make the notification.

In case a personal data breach occurs Data processor shall provide Service Provider the information as described.

Data processor is entitled to provide Service Provider with the information referred to in parts, as long as all information is provided within 48 hours after Data processor has become aware of the personal data breach.

Data processor shall keep Service Provider informed in writing of any new developments regarding the personal data breach.

Controller is obliged to report the personal data breach to the DDPA, or - if applicable - any other supervisory authority. Furthermore, Controller - if article 34 GDPR is applicable - is obliged to communicate the personal data breach to the data subjects.

Controller determines if, and if so, when and how information regarding a personal data breach will be communicated to third parties (such as, but not limited to: employees, Sub-Processor(s), media, insurer(s), branch organization(s) and/or chain partners).

In case of a personal data breach regarding the Personal Data, Data processor shall take all the necessary and reason-ably required measures to prevent or limit (further) violation and/or data breaches in connection with the Personal Data.

Other provisions

General delivery and payment conditions or other general terms and conditions of Parties do not apply on the Agreement.

Adjustments to the Agreement are only valid if Parties have agreed them in writing.

If and insofar, Data processor based on the provisions in the Agreement has an obligation to notify Service Provider (in writing) and/or to provide Service Provider information/documents, Data processor is entitled to notify Service Provider and/or provide such information/documents through a Sub-processor.

If, and insofar, the stipulations of the Agreement and the stipulations in the License Agreement(s) (applicable general terms and conditions expressly included) and/or supplementary agreement(s) (for example the (limitation) of liability), are conflicting.

If a provision of the Agreement or a related agreement is invalid or is set declared inoperative by a judge, it will not affect the other provisions of the Agreement. Parties will then consult with each other to agree on a new provision that is as close as possible to the original content.

In addition the Data processor is entitled to amend or supplement the provisions of the Agreement with prior notice to the Service Provider:

- a) if required by the DDPA or other Dutch governmental or regulatory authority;
- b) if necessary to comply with the applicable law;
- c) to implement standard contractual provisions prescribed by the European Commission;
- d) to comply with an approved code of conduct or certification mechanism that is approved or certified in accordance with articles 40, 42 and 42 GDPR.

For Approval

Service provider name

Place and date

Name

PART 2: STANDARD CLAUSES

FOR DATA PROCESSING

Version: January 2018

Along with the Data Pro Statement, these standard clauses constitute the data processing agreement. They also constitute an annex to the Agreement and to the appendices to this Agreement, e.g. any general terms and conditions which may apply.

ARTICLE 1. DEFINITIONS

The following terms have the following meanings ascribed to them in the present Standard Clauses for Data Processing , in the Data Pro Statement and in the Agreement:

1. **Dutch Data Protection Authority (AP):** the regulatory agency outlined in Section 4.21 of the GDPR.
2. **GDPR:** the General Data Protection Regulation.
3. **Data Processor:** the party which, in its capacity as an ICT supplier, processes Personal Data on behalf of its Client as part of the performance of the Agreement.
4. **Data Pro Statement:** a statement issued by the Data Processor in which it provides information on the intended use of its product or service, any security measures which have been implemented, sub-processors, data breach, certification and dealing with the rights of Data Subjects, among other things.
5. **Data Subject:** a natural person who can be identified, directly or indirectly.
6. **Client:** the party on whose behalf the Data Processor processes Personal Data. The Client may be either the controller (the party who determines the purpose and means of the processing) or another data processor.
7. **Agreement:** the agreement concluded between the Client and the Data Processor, on whose basis the ICT supplier provides services and/or products to the Client, the data processing agreement being part of this agreement.
8. **Personal Data** any and all information regarding a natural person who has been or can be identified, as outlined in Article 4.1 of the GDPR, processed by the Data Processor to meet its requirements under the Agreement.
9. **Data Processing Agreement:** the present Standard Clauses for Data Processing , which, along with the Data Processor's Data Pro Statement (or similar such information), constitute the data processing agreement within the meaning of Article 28.3 of the GDPR.

ARTICLE 2. GENERAL PROVISIONS

1. The present Standard Clauses for Data Processing apply to all Personal Data processing operations carried out by the Data Processor in providing its products and services, as well as to all Agreements and offers. The applicability of the Client's data processing agreements is expressly rejected.
2. The Data Pro Statement, and particularly the security measures outlined in it, may be adapted from time to time to changing circumstances by the Data Processor. The Data Processor will notify the Client in the event of significant revisions. If the Client cannot reasonably agree to the revisions, the Client will be entitled to terminate the data processing agreement in writing, stating its reasons for doing so, within thirty days of having been served notice of the revisions.
3. The Data Processor will process the Personal Data on behalf and on behalf of the Client, in accordance with the written instructions provided by the Client and accepted by the Data Processor.
4. The Client or its customer will serve as the controller within the meaning of the GDPR, will have control over the processing of the Personal Data and will determine the purpose and means of processing the Personal Data.
5. The Data Processor will serve as the processor within the meaning of the GDPR and will therefore not have control over the purpose and means of processing the Personal Data, and will not make any decisions on the use of the Personal Data and other such matters.
6. The Data Processor will give effect to the GDPR as laid down in the present Standard Clauses for Data Processing, the Data Pro Statement and the Agreement. It is up to the Client to judge, on the basis of this information, whether the Data Processor is providing sufficient guarantees with regard to the implementation of appropriate technical and organisational measures so as to ensure that the processing operations meet the requirements of the GDPR and that Data Subjects' rights are sufficiently protected.
7. The Client will guarantee to the Data Processor that it acts in accordance with the GDPR, that it provides a high level of protection for its systems and infrastructure at all time, that the nature, use and/or processing of the Personal Data are not unlawful and that they do not violate any third party's rights.
8. Administrative fines imposed on the Client by the Dutch Data Protection Authority will not be able to be recouped from the Data Processor, except in the event of wilful misconduct or gross negligence on the part of the Data Processor's management team.

ARTICLE 3. SECURITY

1. The Data Processor will implement the technical and organisational security measures outlined in its Data Pro Statement. In implementing the technical and organisational security measures, the Data Processor will take into account the state of the art and the costs of implementation, as well as the nature, scope, context and purposes of the processing operations and the intended use of its products and services, the risks

inherent in processing the data and risks of various degrees of likelihood and severity to the rights and freedoms of Data Subjects that are to be expected considering the nature of the intended use of the Data Processor's products and services.

2. Unless explicitly stated otherwise in the Data Pro Statement, the product or service provided by the Data Processor will not be equipped to process special categories of personal data or data relating to criminal convictions and offences.
3. The Data Processor seeks to ensure that the security measures it will implement are appropriate for the manner in which the Data Processor intends to use the product or service.
4. In the Client's opinion, said security measures provide a level of security that is tailored to the risks inherent in the processing of the Personal Data used or provided by the Client, taking into account the factors referred to in Article 3.1.
5. The Data Processor will be entitled to adjust the security measures it has implemented if it feels that such is necessary for a continued provision of an appropriate level of security. The Data Processor will record any significant adjustments it chooses to make, e.g. in a revised Data Pro Statement, and will notify the Client of said adjustments where relevant.
6. The Client may request the Data Processor to implement further security measures. The Data Processor will not be obliged to honor such requests to adjust its security measures. If the Data Processor makes any adjustments to its security measures at the Client's request, the Data Processor will be allowed to invoice the Client for the costs associated with said adjustments. The Data Processor will not be required to actually implement these security measures until both Parties have agreed in writing and signed off on the security measures requested by the Client.

ARTICLE 4. DATA BREACHES

1. The Data Processor does not guarantee that its security measures will be effective under all conditions. If the Data Processor discovers a data breach within the meaning of Article 4.12 of the GDPR, it will notify the Client without undue delay. The "Data Breach Protocol" section of the Data Pro Statement outlines the way in which the Data Processor will notify the Client of data breaches.
2. It is up to the Controller (the Client or its customer) to assess whether the data breach of which the Data Processor has notified the Controller must be reported to the Dutch Data Protection Authority or to the Data Subject concerned. The Controller (the Client or its customer) will at all times remain responsible for reporting data breaches which must be reported to the Dutch Data Protection Authority and/or Data Subjects pursuant to Articles 33 and 34 of the GDPR. The Data Processor is not obliged to report data breaches to the Dutch Data Protection Authority and/or to the Data Subject.
3. Where necessary, the Data Processor will provide more information on the data breach and will help the Client meet its breach notification requirements within the meaning of Articles 33 and 34 of the GDPR by providing all the necessary information.

4. If the Data Processor incurs any reasonable costs in doing so, it will be allowed to invoice the Client for these, at the rates applicable at the time.

ARTICLE 5. CONFIDENTIALITY

1. The Data Processor will ensure that the persons processing Personal Data under its responsibility are subject to a duty of confidentiality.
2. The Data Processor will be entitled to furnish third parties with Personal Data if and insofar as such is necessary due to a court order, statutory provision or legal order to do so issued by a government agency.
3. Any and all access and/or identification codes, certificates, information regarding access and/or password policies provided by the Data Processor to the Client, and any and all information provided by the Data Processor to the Client which gives effect to the technical and organisational security measures included in the Data Pro Statement are confidential and will be treated as such by the Client and will only be disclosed to authorised employees of the Client. The Client will ensure that its employees comply with the requirements outlined in this article.

ARTICLE 6. TERM AND TERMINATION

1. This data processing agreement constitutes part of the Agreement, and any new or subsequent agreement arising from it and will enter into force at the time of the conclusion of the Agreement and will remain effective until terminated.
2. This data processing agreement will end by operation of law when the Agreement or any new or subsequent agreement between the parties is terminated.
3. If the data processing agreement is terminated, the Data Processor will delete all Personal Data it currently stores and which it has obtained from the Client within the timeframe laid down in the Data Pro Statement, in such a way that the Personal Data will no longer be able to be used and will have been *rendered inaccessible*. Alternatively, if such has been agreed, the Data Processor will return the Personal Data to the Client in a machine-readable format.
4. If the Data Processor incurs any costs associated with the provisions of Article 6.3, it will be entitled to invoice the Client for said costs. Further arrangements relating to this subject can be laid down in the Data Pro Statement.
5. The provisions of Article 6.3 do not apply if the Data Processor is prevented from removing or returning the Personal Data in full or in part by a statutory provision. In such cases, the Data Processor will only continue to process the Personal Data insofar as such is necessary by virtue of its statutory obligations. Furthermore, the provisions of Article 6.3 will not apply if the Data Processor is the Controller of the Personal Data within the meaning of the GDPR.

ARTICLE 7. THE RIGHTS OF DATA SUBJECTS, DATA PROTECTION IMPACT ASSESSMENTS (DPIA) AND AUDITING RIGHTS

1. Where possible, the Data Processor will cooperate with reasonable requests made by the Client relating to Data Subjects claiming alleged rights from the Client. If the Data

Processor is directly approached by a Data Subject, it will refer the Data Subject to the Client where possible.

2. If the Client is required to carry out a Data Protection Impact Assessment or a subsequent consultation within the meaning of Articles 35 and 36 of the GDPR, the Data Processor will cooperate with such, following a reasonable request to do so.
3. The Data Processor will be able to demonstrate its compliance with its requirements under the data processing agreement by means of a valid Data Processing Certificate or an equivalent certificate or audit report (third-party memorandum) issued by an independent expert.
4. In addition, at the Client's request, the Data Processor will provide all other information that is reasonably required to demonstrate compliance with the arrangements made in this data processing agreement. If, in spite of the foregoing, the Client has grounds to believe that the Personal Data are not processed in accordance with the data processing agreement, the Client will be entitled to have an audit performed (at its own expense) not more than once every year by an independent, fully certified, external expert who has demonstrable experience with the type of data processing operations carried out under the Agreement. The audit will be limited to verifying that the Data Processor is complying with the arrangements made regarding the processing of the Personal Data as laid down in the present data processing agreement. The expert will be subject to a duty of confidentiality with regard to his/her findings and will only notify the Client of matters which cause the Data Processor to fail to comply with its obligations under the data processing agreement. The expert will furnish the Data Processor with a copy of his/her report. The Data Processor will be entitled to reject an audit or instruction issued by the expert if it feels that the audit or instruction is inconsistent with the GDPR or any other law, or that it constitutes an unacceptable breach of the security measures it has implemented.
5. The parties will consult each other on the findings of the report at their earliest convenience. The parties will implement the measures for improvement suggested in the report insofar as they can be reasonably expected to do so. The Data Processor will implement the proposed measures for improvement insofar as it feels these are appropriate, taking into account the processing risks associated with its product or service, the state of the art, the costs of implementation, the market in which it operates, and the intended use of the product or service.
6. The Data Processor will be entitled to invoice the Client for any costs it incurs in implementing the measures referred to in this article.

ARTICLE 8. SUB-PROCESSORS

1. The Data Processor has outlined in the Data Pro Statement whether the Data Processor uses any third parties (sub-processors) to help it process the Personal Data, and if so, which third parties.

2. The Client authorises the Data Processor to hire other sub-processors to meet its obligations under the Agreement.
3. The Data Processor will notify the Client if there is a change with regard to the third parties hired by the Data Processor, e.g. through a revised Data Pro Statement. The Client will be entitled to object to the aforementioned change implemented by the Data Processor. The Data Processor will ensure that any third parties it hires will commit to ensuring the same level of Personal Data protection as the security level the Data Processor is bound to provide to the Client pursuant to the Data Pro Statement.

ARTICLE 9. OTHER PROVISIONS

These Standard Clauses for Data Processing, along with the Data Pro Statement, constitute an integral part of the Agreement. Therefore, any and all rights and requirements arising from the Agreement, including any general terms and conditions and/or limitations of liability which may apply, will also apply to the data processing agreement.