Processor Agreement

Date: 03-09-2025
Version: 8.0

THE UNDERSIGNED:

_____, established at _____, legally represented by _____ (title, name and job title) (hereafter: 'Controller')

and

Archive-IT, established at Charles Ruysstraat 12, 5953 NM in Reuver and registered in the register of the Chamber of Commerce under number 12039868, legally represented in this matter by P. de Meulemeester, CEO (hereinafter "Processor").

hereinafter also referred to collectively as "Parties" and individually as "Party"

Considering that

a. Processor provides services for the benefit of the Controller, as described in the Master Contract(s) management, storage, physical provision and/or digitisation of privacy-sensitive files;
b. The Services entail the processing of personal data, for which the Controller is responsible within the meaning of the General Data Protection Regulation (hereinafter: GDPR);
c. Processor processes the relevant data solely on the instructions of Controller and not for its own purposes. In this context, Processor is to be considered a processor within the meaning of the GDPR;
d. Regulation (EU) 2016/679 of the European Parliament (General Data Protection Regulation) will apply;
e. Parties wish to lay down the agreements regarding the processing of personal data in the context of the services by means of this Processing Agreement;
f. This Processing Agreement replaces, if applicable, any previous agreement(s) of similar purport between the Parties.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Article 1. Definitions

1.1 If terms with a capital letter are not defined separately in this Processing Agreement, the definitions in this Processing Agreement will apply as stated in the Master Agreement, i.e. the agreement referred to in consideration (a) and the applicable General Terms and Conditions associated with the Master Agreement(s) in question: **digitising** and/or **storage, management of (privacy-sensitive) files** and/or **the delivery of SaaS software**.
Terms from the GDPR, such as, "Personal Data", "Processing", "Controller" and "Processor" have the meaning given to them in the GDPR.

- Parties involved: Natural persons whose personal data is concerned.
- Third party(ies): A natural or legal person, public authority, department or other body, other than the service or other body, not being the Data Subject, nor the controller, nor the Processor, nor the persons who, under the direct authority of the Controller or the Processor, are authorised to process the personal data.
- Sub-processors: Companies engaged by the Processor that perform part of the activities, work activities.

Article 2. Subject of this Processing Agreement

2.1 During the term of the Master Agreement referred to in Article 1 of this Processing Agreement, the Processor will process personal data on behalf of the Controller and in compliance with any legal obligation. An overview of the categories of personal data and the purposes for which the personal data is processed on behalf of the Controller is included in Annex 1 to this Processing Agreement.

2.2 With regard to the physical bulk storage of physical files delivered by the Controller in boxes (on pallets, archive mobiles or archive cubes), formerly known as the archive specialist activities, the following applies: the files with the personal data contained in them are delivered to the Processor in the form of boxes. The Controller shall indicate on the boxes which file numbers they contain. There is no check by the Processor as to whether the files specified by the Controller are actually in the boxes supplied.

Article 3. Performance of processing

3.1 The Processor guarantees that it will only process personal data on behalf of the Controller insofar as this is necessary for the provision of services under the Master Agreement referred to in Article 1 of this Processing Agreement. Other processing

will only be carried out on the explicit instructions of the Controller or if there is a legal obligation to do so after informing the Controller. Informing the Controller remains where this would be contrary to the law. Under no circumstances will Processor process personal data for its own purposes.

3.2 The Processor will comply with all reasonable instructions of the Controller in connection with the processing of the personal data. This is without prejudice to the Controller's responsibility for ensuring that its instructions comply with the applicable legislation. To the extent that these instructions involve extra work (and costs) for Processor and may have consequences for an agreed time schedule, Processor will continue the work only after the Parties have reached agreement on this.

3.3 The Processor shall process the personal data in a demonstrable, proper and careful manner and in accordance with the obligations resting on it as Processor under the GDPR and National privacy legislation. The parties enter into the Master Agreement in order to use the expertise that Processor has in relation to securing and processing personal data for the purposes set out in Annex 1 to this Processing Agreement. Processor is obliged to pursue those purposes and the protection of personal data with due care, in compliance with the provisions of this Processing Agreement.

3.4 Unless it has obtained the express prior written consent of the Controller, the Processor will not process or allow the processing of personal data by itself or a by Sub-processor in countries outside the European Economic Area ("EEA").

3.5 Processor guarantees that it will treat all personal data as strictly confidential and that it will inform all its employees, representatives and/or Sub-processors involved in the processing of the personal data of the confidential nature of such (personal) data.

3.6 The Processor will ensure that the persons and parties involved have signed a confidentiality agreement and will allow the Controller to inspect this confidentiality agreement upon request. The Processor is not permitted to show, provide or otherwise make the personal data available to any third party, unless this is necessary or permitted pursuant to the order of the Master Agreement referred to in paragraph 1 or if the explicit prior written consent of the Controller is obtained or if there is a legal obligation to do so.

3.7 Processor shall cooperate fully and in a timely manner with Controller to:

a. after approval by and on the instructions of the Controller, to allow Data Subjects access to the personal data relating to them,
b. to remove or correct personal data,
c. demonstrate that personal data has been deleted or corrected if it is incorrect (or, in the event that Controller does not agree that personal data is incorrect,

record the fact that the data subject considers his/her personal data to be incorrect)

d. to otherwise enable the Controller to fulfil its obligations under the GDPR or other nationally applicable legislation in the area of processing personal data, all this insofar as the Controller is not able to do this itself.

Applicable in case of bulk storage: With regard to physical bulk storage as referred to in Article 2.2, the following applies with regard to the provisions of this Article 3.8: at the agreed hourly rates and as far as possible with due observance of the provisions of Article 2.2.

3.8 Processor will process the personal data of Controller (insofar as it concerns digital storage) logically separately from the personal data that it processes for itself or on behalf of third parties.

Article 4. Personal data Protection & Control

4.1 Processor will take appropriate technical and organisational security measures, which are in line with the nature of the personal data to be processed in view of the current state of technology and the costs involved, to protect the personal data against loss, unauthorised access, mutilation or unlawful processing, as well as to ensure the agreed (timely) availability of the data. These security measures include those that may already be provided for in the Master Agreement. The measures include in any case:

a. Measures to ensure that only authorised personnel have access to the personal data for the purposes set out in Annex 1;

b. Measures whereby the Processor only gives its employees, sub-contractors (including Sub-processors) access to personal data via named accounts, whereby the use of those accounts is adequately logged and whereby the accounts concerned only give access to the personal data to which the access is necessary for the person concerned;

c. Measures to protect personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorised or unlawful storage processing, access or disclosure;

d. Measures to identify weaknesses regarding the processing of personal data in the systems used to provide services to the Controller;

e. Measures to ensure the agreed timely availability of the data, all this as further detailed in Annex 2 and in the Master Contract (and any SLA Processor).

4.2 Processor works in accordance with ISO27001 and/or NEN 7510 and has implemented an appropriate, written security policy for the processing of personal data, in which at least the measures referred to in paragraph 1 of this Article 4 are set out.

4.3 The Controller is entitled to have compliance checks with the measures referred to in 4.1 to 4.2 above monitored by a certified internal auditor of the Controller or an independent certified EDP auditor. If requested by the Controller, the Processor will give the Controller the opportunity to do so at least once a year at a time to be specified by the Parties in consultation with each other and furthermore if the Controller sees reason to do so in response to a motivated suspicion of security incidents regarding personal data, to be audited by the Controller's certified internal auditor or an independent certified EDP auditor, at the Controller's discretion. The investigation (including the documentation and other information to which the investigation relates) and its results will be treated as strictly confidential by the Controller and any auditor, except insofar as any applicable statutory provision obliges them to do so. The Controller will ensure that the investigation is conducted in such a way that the Processor suffers no, or as little, disruption as possible. The Processor will comply with any reasonable instructions given by the Controller in response to such an investigation to make the necessary amendments to the security policy in order to comply with the provisions of Articles 4.1 to 4.3.

4.4 The Processor will cooperate in all reasonableness in the investigation referred to in 4.3 above. The time spent by the Processor in this regard is payable by the Controller, unless irregularities concerning the performance of this Processor Agreement are discovered by the Processor during the audit. In this case, the Processor will bear the costs of the audit.

4.5 Processor shall periodically test, assess and evaluate the technical and organisational measures taken to secure the processing, whether or not by calling in an expert third party. If it follows from this assessment that the measures taken are no longer adequate, Processor shall take all reasonable steps to improve the security level.

Article 5. Monitoring, Information Obligations and Incident Management

5.1 The Processor will actively monitor for breaches of the security measures and report the results of the monitoring to the Controller in accordance with this Article 5.

5.2 As soon as an incident as referred to in Article 5.5(c) and (d) involving the processing of the personal data occurs, has occurred the Processor is obliged to inform the Controller without undue delay (but within 36 hours) and to provide all relevant information regarding

a. The nature of the breach, stating, where possible, the categories of data subjects and personal data registers concerned and, approximately, the number of data subjects and personal data registers concerned;

b. The name and contact details of the data protection officer or other contact point where more information can be obtained;
c. The likely consequences of the breach;
d. The measures the Processor has proposed or taken to address the Infringement, including, if applicable, the measures to limit the possible adverse consequences thereof;
e. Any other information that the Controller requires on the basis of the Applicable Privacy Legislation.

Processor will inform Controller without undue delay of an incident as referred to in Article 5.5(a) and (b).

5.3 Without prejudice to the other obligations set out in this Article, the Processor is obliged to take measures that can reasonably be expected of it to remedy an incident as referred to in Article 5.5(c) and (d) as soon as possible or to limit the further consequences as far as possible. The Processor will immediately enter into consultation with the Controller in order to make further arrangements in this regard.

5.4 Processor will cooperate with Controller without undue delay (but within 36 hours) and will comply with the reasonable instructions of Controller, with the aim of enabling Controller to conduct a proper investigation into the incident as referred to in Article 5.5(c) and (d), to formulate a correct response and to take appropriate follow-up steps in respect of the incident, including informing the Authority for the Protection of personal data and/or the data subject as referred to in Article 5.8.

5.5 Incident" shall mean in any case the following:
a. A complaint or (information) request from a natural person regarding the processing of personal data by Processor;
b. An investigation or seizure of the personal data by government officials, or a suspicion that this will take place;
c. Any unauthorised access, processing, deletion, mutilation, loss or any form of unlawful processing of the personal data;
d. A breach of security and/or confidentiality, as set out in Clauses 3 and 4 of this Processing Agreement, or any other incident, which leads to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of - or access to - the personal data, or any indication that such a breach has occurred.

5.6 Processor shall at all times have written procedures available that enable it to provide Controller with an incident response without undue delay, and to cooperate effectively with Controller to deal with the incident and shall provide Controller with a copy of such procedures if Controller so requests.

5.7 Notifications made pursuant to this Article shall be addressed to the contact persons of Controller listed in Annex 3 or, if relevant, to another contact person of

Controller notified in writing by Controller during the term of this Processing Agreement.

5.8 The Controller will, if necessary, in its opinion, inform the Data Subjects and other Third Parties, including the national authority for personal data, of incidents. The Processor is not permitted to provide information about incidents to Data Subjects or other Third Parties, except to the extent that the Processor is required to do so by law.

5.9 The Processor shall document all Incidents, including the facts concerning the Incident, its consequences and the corrective measures taken, as well as all other relevant information concerning the Incident.

Article 6. Use of Sub-processors

6.1 Processor is entitled to outsource its activities which consist (in whole or in part) of processing personal data or which require processing of personal data to Sub-processors located within the European Economic Area. The Processor will inform the Controller in a timely manner of its Sub-processors - and changes to them - located within the EU/EEA. The Controller is entitled to object to such outsourcing on reasonable grounds.

6.2 The Processor shall impose similar obligations on the Sub-processor engaged by him as arise for him from this Processing Agreement and the law and shall ensure compliance with them by the Sub-processor. The relevant agreements with the Sub-processor will be laid down in writing. Upon request, Processor will provide Controller with a copy of this/these agreement(s).

6.3 Notwithstanding the consent of Controller to engage a Sub-processor, Processor remains fully liable to Processor for the consequences of outsourcing work to a Sub-processor. The consent of the Processor to outsource work to a Sub-processor does not prejudice the fact that the deployment of Sub-processors in a country outside the European Economic Area without an adequate level of protection requires consent in accordance with Article 3.5 of this Processor Agreement.

Article 7. Liability

7.1 In terms of liability, Article 82 of the GDPR applies.

Article 8. Duration and termination

8.1 This Processing Agreement shall commence on the date of signature and the duration of this Processing Agreement shall be equal to the duration of the Master Agreement referred to in Article 1.

8.2 After it has been signed by both Parties, the Processing Agreement will form an integral and inseparable part of the Master Agreement. Termination of the Master Agreement, on whatever grounds (cancellation/dissolution),

will result in the Processor Agreement also being terminated on the same grounds (and vice versa), unless the Parties agree otherwise where appropriate.

8.3 Obligations which by their nature are intended to continue after the termination of this Processing Agreement shall continue after the termination of this Processing Agreement. These provisions include those arising from the provisions on confidentiality, liability and applicable law.

8.4 Each of the parties is entitled, without prejudice to the provisions of the Master Agreement, to suspend the execution of this Processor Agreement and the related Master Agreement, or to dissolve it with immediate effect and without judicial intervention, if:

a. The other party is dissolved or ceases to exist otherwise than by amalgamation or reconstruction;
b. The other party seriously culpably fails to meet its obligations under this Processing Agreement, and this serious culpable failure is not remedied within 30 days after a written notice of default;
c. A party is declared bankrupt or applies for a suspension of payments.

8.5 The Processor will inform the Controller without undue delay if there is a threat of bankruptcy or suspension of payments, so that the Controller can decide in good time to recover the personal data before bankruptcy is declared.

8.6 The Controller is entitled to terminate this Processing Agreement and the Master Contract with immediate effect if the Processor explicitly and without any doubt indicates that it cannot or can no longer meet the reliability requirements imposed on the processing of the personal data on the basis of developments in the law and/or case law. Article 9.2 shall apply mutatis mutandis.

8.7 In the event that a Master Agreement is terminated, Provider shall, at the discretion of Controller, destroy or return the personal data processed in the context of the Services.

8.8 The Processor shall continue to store the personal data pending the Controller's choice. Processor is not entitled to destroy the personal data without an explicit instruction to that effect from Controller.

8.9 The return of personal data shall be in a generally readable and properly documented file format.

8.10 Notwithstanding the foregoing, Processor shall be entitled to retain the data if required to do so by law.

Article 9. Retention periods, return and destruction of Personal Data

9.1 Processor shall not retain the personal data longer than strictly necessary and in any case no longer than until the end of this Processing Agreement or, if a retention period has been agreed between the parties, no longer than this period.

9.2 Upon termination of the Processing Agreement, or if applicable at the end of the agreed retention periods, or at the Controller's written request, the Processor will, at the Controller option, destroy the personal data - in this sense the metadata/reference data - free of charge or return it to the Controller. As regards the return/destruction of physical archives (files/boxes/pallets, etc.), this will take place for the fee already agreed or on the basis of the rates then applicable.

As far as the return of digital files (data migration) is concerned, this will take place against the fee already agreed upon, or on the basis of the rates then applicable.

At Controller's request, Processor will provide evidence that the data has been destroyed or deleted. If return, destruction or deletion is not possible, Processor shall inform Controller without undue delay. In this case, Processor guarantees that it will treat the personal data confidentially and will not process it for longer than is necessary for the aforementioned.

9.3 At the end of the Processor Agreement, Processor shall inform all Sub-processors involved in the processing of personal data of the termination of the Processor Agreement. The obligations in Article 9.2 shall apply mutatis mutandis to such Sub-processors, and Processor shall ensure that all relevant Sub-processors will give effect to this.

Article 10 Costs

10.1 Rates and other commercial arrangements regarding the processing are handled/agreed upon in the (Master) agreement(s). No separate costs will be charged for the realisation of the agreements in the Processing Agreement, unless the Controller imposes requirements that are very specific. This will then be described in the Master Agreement(s).

Artikel 11. Final clauses

11.1 The recitals form part of this Processing Agreement.

11.2 In the event of any conflict between the provisions of this Processing Agreement and the provisions of the Master Agreement referred to in Article 1, the provisions of the Processing Agreement will prevail.

11.3 In the event of nullity or voidability of one or more provisions of this Processing Agreement, the other provisions shall remain in full force. The parties shall consult with each other to arrive at a new provision that preserves the purport of the invalid provision as much as possible.

11.4 In all cases not provided for in this Processing Agreement, the Parties will decide by mutual consultation. Amendments to this Processing Agreement can only be agreed upon by the Parties in writing.

11.5 This Processing Agreement is governed solely by Dutch law.

11.6 Any conflicts will first be discussed with each other whereby both parties will endeavour to resolve these in good consultation with each other, including the possibility of ending the dispute through mediation or arbitration, to be determined by mutual agreement.

11.7 Disputes concerning or relating to this Processing Agreement will only be submitted to the competent court as stipulated in the Master Agreement, failing which the district of the Controller will apply.

Signature

	Controller	Processor Archive-IT
Location		Reuver
Date		
Name *		Paul de Meulemeester
Job title		CEO
Signature		

* Name of authorised representative

ANNEX 1: Personal data to be processed and purposes

Processor processes data for the purpose of:

- To make available in scanned form to those authorised by the Controller and/or,
- To manage these and to make them available on request to those authorised by the Controller and/or,
- Making SaaS software available to the Controller so that it can work digitally.

Personal data and data subjects

The following data are provided by the Controller to the Processor Archive-IT. *The Controller should tick/ fill in what is applicable below:*

- ○ Identification data (name, address (private or business), telephone number).
- ○ Personal characteristics (age, sex, marital status, date of birth, place of birth).
- ○ Medical data (also identification data and/or personal characteristics).
- ○ Economic and financial information (income, financial situation, tax situation, etc.), (also identification data and/or personal characteristics)
- ○ Otherwise:_____

_____

It concerns personal data of the following types of data subjects:

- ○ _____
- ○ _____

ANNEX 2: Security measures

The purpose of information security is that it can be assumed that Processor has protected the data, which are necessary for the performance of the Agreement, against:

- Unauthorised access and use, and
- Loss of (personal) data as a result of calamities/incidents and damage to equipment and/or infrastructure (including back-ups).

Security is in accordance with the most recent declaration of applicability ISO 27001 and NEN 7510 of Archive-IT and the corresponding scope of the ISO 27001 and NEN 7510. The current version of the declaration of applicability and scope can be requested at Archive-IT.

The technical security measures taken by Processor include the following:

a. Antivirus and malware detection
b. Secure development environment
c. Data backup
d. Log files, checking of log information
e. Patch management – systems
f. Securing applications on public networks

Processor shall implement the following organisational security measures, among others:

a. Management of rights and privileges/access based on need to know
b. Collection of evidence in security incidents
c. Business Continuity Plan
d. Visitor registration
e. Clear Screen en desk policy
f. Continuous awareness programme
g. Disciplinary process
h. External audit
i. Code of Conduct
j. Function/role description information security
k. Incident Management Process
l. Access Policy
m. Assess access matrix (access based on need to know)
n. Video surveillance

With regard to GDPR legislation, Archive-IT has, among other things, the following:

Article 24: Privacy policy, Privacy handbook
Article 25: Privacy by Design and Privacy by Default
Article 28: Processor Agreement
Article 30: Register of Processing
Article 32: Security Measures (see above)
Article 35: Private Impact Analyses
Article 37: Data Protection Officer (DPO)
Chapter 3: Rights of Data Subjects

ANNEX 3: Contact details

Contact person 1 Controller

Name	
Job title	
Telephone number	
E-mail address	

Contact person 2 Controller

Name	
Job title	
Telephone number	
E-mail address	

Data Protection Officer Controller – registered at national authority

Name	
Job title	
Telephone number	
E-mail address	

Contact person 1 Processor

Job title	Privacy Officer
Telephone number	077 750 11 00
E-mail address	privacy-officer@archive-it.nl

Contact person 2 Processor

Name	Oscar Huibers
Job title	Security Officer
Telephone number	077 750 11 00
E-mail address	o.huibers@archive-it.nl

ANNEX 4: Sub-processors

The table below contains all sub-processors who (may) process files of the Controller, all this depending on the agreement between the Controller and the Processor. Archive-IT has concluded a processing agreement with all these sub-processors.

Sub-processor	Chamber of Commerce/website	Service
2dA Nijmegen	54959373 www.2da.nl	Digitalising + Digitaliseren (bouw)tekeningen groot formaat
Beurskens Tegelen	12034677 www.allroundcargo.nl	Transport files + If necessary, removing files from racks, collecting, transporting and delivering them to Archive-IT
Intermax Rotterdam	24446212 www.intermax.nl	Hosting data + Hosting files and images of Archive-IT customers
Remondis Argentia Moerdijk	20036910 www.remondisnederland.nl	Confidential destruction of radiology records
PreZero Nederland Duiven	01061732 www.prezero.nl	Confidential destruction of paper records
PostNL TGN Hoofddorp	70082340 www.postnl.nl/express/	Transmission of physically retrieved files + Collecting physical - privacy sensitive- files from Archive-IT and delivering them to the customer