

DATA PROCESSOR AGREEMENT

*This data processor agreement is concluded between **Floating Market B.V.**, also trading under the name of Plot Projects, established in (1096 HM) Amsterdam at Amstelboulevard 184, in this matter duly represented by Menno Kolkert (CEO), hereinafter referred to as to as “Processor”, and **Client** as defined in the Agreement.*

Hereinafter also together referred to as ‘Parties’ and individually as ‘Party’,

Whereas:

- The Controller and the Processor concluded a main agreement for the provision of services by the Processor to the Controller;
- Where the personal data processing is concerned, the Controller classifies as a controller within the meaning of Article 4(7) of the General Data Protection Regulation (“GDPR”);
- Where the personal data processing is concerned, the Processor qualifies as a processor within the meaning of Article 4(8) GDPR;
- The Parties - partly in implementation of the provisions of Article 28(3) GDPR- wish to document a number of conditions in the present processor’s agreement which apply to their relationship in the context of the aforesaid activities on the instructions and for the benefit of the Controller.

Declare that they have agreed as follows:

Article 1. Definitions

- 1.1. In this Processor’s Agreement, capitalized words and expressions, whether in single or plural, have the meaning specified as set out below:

Annex: appendix to this Processor’s Agreement which forms an integral part of it;

Agreement: the agreement concluded between the Controller and the Processor, including the general terms and conditions of Processor;

Personal Data: all information relating to an identified or identifiable natural person as referred to in Article 4(1) GDPR;

Process: as well as conjugations of this verb: the processing of Personal Data as referred to in Article 4(2) GDPR;

Processor’s Agreement: the present agreement;

Sub Processor: the sub-contractor hired by the Processor, that Processes Personal Data in the context of this Processor’s Agreement on behalf of the Controller, as referred to in Article 28(4) GDPR.

- 1.2. The provisions of the Agreement apply in full to this Processor's Agreement. In case provisions with regard to the Processing of Personal Data are included in the Agreement, the provisions of this Processor's Agreement prevail.

Article 2. Purpose of Personal Data Processing

- 2.1. The Controller and the Processor have concluded the present Processing Agreement for the Processing of Personal Data in the context of the Agreement. An overview of the type of Personal Data, categories of data subjects and the purposes of Processing, is included in Annex 1.
- 2.2. The Controller is responsible and liable for the processing of Personal Data in relation to the Agreement and guarantees that Processing is in compliance with all applicable legislation, including the GDPR. The Controller will unconditionally indemnify and hold harmless the Processor against any and all claims of third parties, those of the data protection authority in particular, resulting in any way from not complying with this guarantee.
- 2.3. The Processor undertakes to Process Personal Data only for the purpose of the activities referred to in this Processor's Agreement. The Processor guarantees that it will not use Personal Data which it Processes in the context of this Processor's Agreement for its own or third-party purposes without the Controller's express written consent, unless a legal provision requires the Processor to do so. The Processor shall immediately inform the Controller of that legal requirement before Processing, unless that law prohibits such information on import grounds of public interest. For the avoidance of doubt, Controller acknowledges (and to the extent legally required: agrees) both during and after this Processor's Agreement that Processor Processes Personal Data for (i) maintenance & support and quality monitoring & quality improvement purposes with regard to Processor's (software) tools, (ii) reporting & analysis purposes (on an aggregated level); Controller also acknowledges and agrees that this provision survives termination of this Processor's Agreement and/or the Agreement.

Article 3. Technical and organizational provisions

- 3.1. The Processor will, taking into account the nature of the Processing and insofar as this is reasonable possible, assist the Controller in ensuring compliance with the obligations pursuant to the GDPR to take appropriate technical and organizational measures to ensure a level of security appropriate to the risk. These measures will guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation, in view of the risks entailed by Personal Data Processing and the nature of the data to be protected. The Processor will in any case take measures to protect Personal Data against accidental or unlawful destruction, accidental or deliberate loss, forgery, unauthorized distribution or access, or any other form of unlawful Processing.
- 3.2. The Processor will provide a document which describes the appropriate technical and organizational measures to be taken by the Processor. This document is attached to this Processor's Agreement as Annex 2.

Article 4. Confidentiality

- 4.1. The Processor will require the employees that are involved in the execution of the Agreement to sign a confidentiality statement – whether or not included in the employment agreement with those employees – which in any case states that these employees must keep strict confidentiality regarding Personal Data.

Article 5. Personal Data Processing outside Europe

- 5.1. The Processor will only be permitted to transfer Personal Data outside the European Economic Area if this is done in compliance with the applicable statutory obligations.

Article 6. Sub-processors

- 6.1. The Processor is entitled to outsource the implementation of the Processing on the Controller's instructions to Sub-processors, either wholly or in part, the current of which are described in Annex 3. In case the Processor wishes to change this, the Processor will inform the Controller of any such intended changes. The Controller may object to such changes within five (5) working days. The Processor will respond to the objection within seven (7) working days. After an objection, Parties will reasonably consult to amicably resolve the issue.
- 6.2. The Processor obligates each Sub-processors to contractually comply with the confidentiality obligations, notification obligations and security measures relating to the Processing of Personal Data, which obligations and measures must at least comply with the provisions of this Processor's Agreement.

Article 7. Liability and Indemnification

- 7.1. With regard to the liability and indemnification obligations of Processor under this Processor's Agreement the stipulation in the Agreement regarding the limitation of liability applies.

Article 8. Personal Data Breach

- 8.1. In the event the Processor becomes aware of any incident that may have a (significant) impact on the protection of Personal Data, i) it will notify the Controller without undue delay and ii) will take all reasonable measures to prevent or limit (further) violation of the GDPR.
- 8.2. The Processor will, insofar as reasonable, provide all reasonable cooperation requested by the Controller in order for the Controller to comply with its legal obligations relating to the identified incident. The Processor may attach (financial) conditions to such cooperation.
- 8.3. The Processor will, insofar as reasonable, assist the Controller with the Controller's notification obligation relating to Personal Data to the Data Protection Authority and/or the

data subject, as meant in Article 33(3) and 34(1) GDPR. The Processor is never held to report a personal data breach with the Data Protection Authority and/or the data subject.

- 8.4. The Processor will not be responsible and/or liable for the (timely and correctly) notification obligation to the relevant supervisor and/or data subjects, as meant in Article 33 and 34 GDPR.

Article 9. Cooperation

- 9.1. The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to respond to requests for exercising rights of data subjects, in particular the right of access (Article 15 GDPR), rectification (Article 16 GDPR), erasure (Article 17 GDPR), restriction (Article 18 GDPR), data portability (Article 20 GDPR) and the right to object (Article 21 and 22 GDPR). The Processor will forward a complaint or request from a data subject with regard to the Processing of Personal Data to the Controller as soon as possible, as the Controller is responsible for handling the request. The Processor is entitled to charge any costs associated with the cooperation with the Controller.
- 9.2. The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to carry out a data protection impact assessment (Article 35 and 36 GDPR).
- 9.3. The Processor will provide the Controller with all the information reasonably necessary to demonstrate that the Processor fulfils its obligations under the GDPR. Furthermore, the Processor will – at the request of the Controller – enable and contribute to audits, including inspections by the Controller or an auditor that is authorized by the Controller. In case the Processor is of the opinion that an instruction relating to the provisions of this paragraph infringes the GDPR or other applicable data protection legislation, the Processor will inform the Controller immediately.
- 9.4. In respect of the cooperation as referred to in this Article 9, the Processor is entitled to charge any possible costs with the Controller.

Article 10. Miscellaneous

- 10.1. Without prejudice to the specific provisions of the Agreement, the Processor will, at the first request of the Controller, delete or return all Personal Data, and delete all existing copies, unless the Processor is legally required or allowed under the Agreement to store (part of the) Personal Data.
- 10.2. The Controller will adequately inform the Processor about the (statutory) retention periods that apply to the Processing of Personal Data by the Processor. Controller explicitly acknowledges, accepts and agrees that it must share the necessary personal identification parameter of a data subject with the Processor in order to allow Processor to identify an individual data subject in its software tools and systems. Without this functionality, Processor is only able to delete the entire database with all Personal Data of Controller.

10.3. The obligations laid down in this Processor's Agreement which, by their nature, are designed to continue after termination will remain in force also after the termination of this Processor's Agreement, including but not limited to Article 2.3

ANNEX 1. OVERVIEW PERSONAL DATA

TYPE OF PERSONAL DATA:

Personal Data collected by Processor:

- location data and timestamps
- geo events
- app events
- device information and events
- device networking information

Personal Data potentially shared by Controller with Processor

- any personal data in possession of Controller that they wish to share with the Processor

Personal data generated by Processor

- any personal data that can be deduced from any other data by Processor

CATEGORIES OF DATA SUBJECTS:

- Users of the Controller

PURPOSES OF PROCESSING:

- Personal and general data are collected and analyzed to understand the Data Subjects' movement patterns and their associated digital actions. These could be used to segment users into audiences and interact (or not) with them accordingly or to generally understand performance.
- Location of Data Subjects is tracked to enable and trigger interactions at specified locations.
- Location information of users associated with device information and advertising ID can be shared with 3rd parties (upon request and instructions by Controller). These parties use this information to understand user profiles, overall movement patterns and interact with them accordingly. These 3rd parties may also share this information with other agents.
- Personal and general data are collected and analyzed (additional personal data could be deduced in the process) to give the Controller a deeper understanding of the Data Subjects and marketing performance.
- Internal analysis for maintenance, support, quality monitoring and improvement purposes with regard to Processor's (software) tools and reporting & analysis purposes (on an aggregated level) including publication of these aggregated anonymized findings.

ANNEX 2. SPECIFICATION OF THE SECURITY MEASURES

- Information regarding security that describes the measures that the Processor takes to secure Personal Data.
- All responsibilities, both at management level and at executive level, are clearly defined and invested.
- All employees of the Processor (including external staff) receive suitable and regular training on the security and security procedures of the organization.
- IT facilities and equipment are physically protected against unauthorized access and against damage and malfunctions.
- There are procedures to allow authorized users to access the information systems and services they need for the performance of their tasks and to prevent unauthorized access to information systems.
- Activities that users perform with personal data are recorded in log files. The same applies to other relevant events, such as attempts to gain unauthorized access to personal data and disruptions that can lead to mutilation or loss of personal data.
- There are procedures for the timely and effective handling of security incidents and vulnerabilities in security as soon as they are reported.
- By organizing continuity management in the organization, the consequences are limited to an acceptable level, using a combination of preventive measures and remedial measures.
- The Processor has developed policies for the protection and confidentiality of personal data. The policy states that personal data will only be processed on behalf of the controller.

ANNEX 3. OVERVIEW SUB-PROCESSORS

1. Google Cloud Platform

[Google Cloud Platform](#)

2. Google G Suite

[Google G Suite](#)

3. Amazon Web Services (AWS)

[Navigating GDPR Compliance on AWS](#)

[CISPE Code of Conduct](#)