ADDENDUM PROCESSING AGREEMENT

This Addendum on Processing is an inseparable part of the General Terms and Conditions that apply between Redkiwi B.V. , Established in Rotterdam, with offices at Dunantstraat 8, hereby validly represented by Jasper Verbunt, director (hereinafter referred to as: "Processor") and Client (hereinafter referred to as: "Controller"), jointly hereinafter also referred to as "Parties".

This addendum is effective when an Agreement is concluded. The term is equal to the concluded Agreement.

Whereas:

▪   the Controller wishes to use the Processor's services;
▪   to this end the Parties signed an agreement with regard to web applications to be provided by the Processor (the "Agreement");
▪   the Processor will Process personal data ("Personal Data") within the meaning of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*, the "DPDPA") and the General Data Protection Regulation (the "GDPR") for the Controller;
▪   the Parties wish, partly in performance of the provisions of Section 14(2) of the DPDPA and Article 28(3) of the GDPR, to set out a number of conditions in this supplementary agreement ("Processing Agreement") that apply to their relationship in connection with the aforementioned activities to be carried out on the instructions of and for the Controller;
▪   the definitions of "Processor", "Controller", "Personal Data", "Process" and "Processing" used in this Processing Agreement are in accordance with the applicable definitions used in Section 1 of the DPDPA and Article 4 of the GDPR;
▪   the Parties are aware that this Processing Agreement will be governed by the DPDPA up to 25 May 2018 and the GDPR from 25 May 2018 onwards. The Parties intend to comply with the applicable legislation in this Processing Agreement.

Declare that they have agreed as follows:

Clause 1 Subject of this Processing Agreement

1.   The Controller is responsible for Processing the Personal Data within the context of the performance of the Agreement. The Processor does not have independent control over the Personal Data.

2.   The Processor Processes Personal Data solely on the instructions of the Controller within the context of performing the Agreement, in accordance with the purposes and means determined by the Controller and the storage periods stated in **Annex 1**, as well as in accordance with any other written instructions issued by the Controller, unless a provision under Union or Member State law to which the Processor is subject provides that the Processor is obliged to Process Personal Data, in which case the Processor will notify the Controller of that statutory provision before the Processing takes place, unless that legislation prohibits such notification on important grounds of public interest.

3.   The Processor undertakes to Process the Personal Data carefully and in accordance with the applicable laws and regulations including, but not limited to, the DPDPA and the GDPR, and will not violate any rights of

third parties. The Processor will not Process the Personal Data beyond the scope of clause 1. In no event will the Processor use the Personal Data for its own purposes or exploit them (or have them exploited).

4.   The Processor will only grant access to the Personal Data to its employees insofar as this is necessary to perform the Agreement and this Processing Agreement, and with due observance of the provisions of clause 6.

Clause 2 Technical and organisational measures (security)

1.   The Processor will take appropriate technical and organisational measures to protect the Personal Data against any security breaches as described in Section 34a DPDPA and/or Article 4(12) GDPR ("Data Breach"). Having regard to the state of the art and the costs of implementation, also taking into account the provisions of Article 32 GDPR, such measures will guarantee a level of security appropriate to the risks entailed by the Processing and the nature of the data to be protected.

2.   The Processor will prepare a written overview of the technical and organisational measures to be implemented by the Processor and will provide it to the Controller; the Processor will review this overview if required to align it with the state of the art.

3.   The Processor will promptly, but in any case within 24 hours, notify the Controller of any Data Breach as well as any reasonable presumption that a Data Breach is occurring or has occurred, after which the Processor will at all times comply strictly and promptly with the Controller's instructions.

4.   In the event of a Data Breach, the Processor will promptly take remedial measures and will immediately provide the Controller, at its request, with all the necessary information and assistance to enable the Controller to determine the cause, scope and consequences of the Data Breach as soon as possible.

5.   The Processor will take out adequate insurance for any damage that could be caused by a Data Breach.

Clause 3 Engaging third parties

1.   The Processor will not outsource the obligations pursuant to the Agreement to third parties unless the Controller has issued its prior authorisation in this regard.

2.   The Processor will oblige any subprocessors to comply with the provisions of the Processing Agreement. The Processor will at all times be responsible for the acts or omissions of the subprocessors.

Clause 4 Transfers to third countries

1.   The Processor is prohibited from transferring and/or storing, or having a third party store, the Personal Data in countries outside the European Union, unless the Controller has expressly authorised the Processor to do so and this is allowed under the applicable privacy regulations (European or otherwise), e.g. because the country in question offers an adequate level of protection or use is made of an unaltered model contract that has been approved by the European Commission ("EC Model Agreement"), with due observance of the other provisions of the Processing Agreement.

2.   If transfers to the Processor or a third party in a country that does not have an adequate level of protection take place with the Controller's authorisation, such transfer will be subject to an unaltered EC Model

Agreement which will be signed by the Processor and appended to the Processing Agreement as Annex. The Processor warrants that all subprocessors engaged with the Controller's authorisation will co-sign the EC Model Agreement.

Clause 5 Providing assistance

1.   Taking into account the nature of the Processing, the Processor will cooperate fully with the Controller by means of appropriate technical and organisational measures, insofar as is possible, to the extent necessary for the Controller to satisfy requests from data subjects whose Personal Data are being Processed as referred to in Sections 35 and 36 of the DPDPA and Chapter III of the GDPR, as well as any request from the competent supervisor of the Controller.

2.   Taking into account the nature of the Processing and the information that is at its disposal, the Processor will provide the Controller with assistance in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR.

Clause 6 Confidentiality

1.   The Processor, as well as all employees acting under the authority of the Processor and who have access to the Personal Data, are obliged to maintain secrecy with regard to the Personal Data to which they have access, save insofar as they are obliged to disclose them under any statutory provision, in which case the Processor will notify the Controller before disclosing them.

2.   The Processor will require all of its employees who are involved in the performance of the Agreement to sign a confidentiality statement in that regard. The Processor will take all necessary measures to guarantee compliance with this confidentiality obligation.

Clause 7 Disclosure & deletion

Upon termination of the Agreement on whatever grounds and in whatever manner, the Processor will, at its own discretion, delete all Personal Data or return all Personal Data to the Controller in the technical format of the Controller's choice, and will delete existing copies, unless the Personal Data must be stored pursuant to the applicable rules.

Clause 8 Liability

1.   The Processor is (independently) liable for, and indemnifies the Controller and companies within the Controller's group against, any damage arising from non-compliance with the Processing Agreement or relating to any violation by the Processor of the applicable national or EU privacy regulations, including the Dutch Telecommunications Act (*Telecommunicatiewet*), notwithstanding any liability based on other rules, including, but not limited to, fines imposed by supervisory authorities.

2.   In the event of any violation of the provisions of the Processing Agreement, the Processor will owe a fine of EUR 5,000 for each violation, plus a fine of 10% of this amount for each day or part of a day that such

violation continues, without any demand or prior notification being required. This fine is not subject to settlement or suspension and does not affect the Controller's right to performance and compensation.

Clause 9 Responsibility, monitoring & supervision

1. The Processor will report annually on the set-up and operation of the system of measures and procedures intended to ensure compliance with the Processing Agreement.
2. The Controller is entitled to verify these measures and compliance with the Processor's obligations.
3. At the request of the Controller or experts (external or otherwise) to be appointed by the Controller, the Processor must, in accordance with the security standards, at all times allow unconditional and unlimited inspection and monitoring of its adequate, clear and separately maintained administration, automation systems, Processing organisation and any and all other relevant records within the context of the performance of the Processing Agreement and the Agreement, to enable the Controller to adequately review compliance with the arrangements made by the Parties. It will also provide access to the supervisors of the Processor in the exercise of their statutory duties.
4. The Controller will have third parties, who are involved with the inspection and/or monitoring activities referred to in the preceding paragraph, sign a confidentiality statement and implement any and all measures that are required to guarantee compliance with this duty of confidentiality.
5. The results of the monitoring referred to in the third paragraph will be provided in writing to both the Processor and the Controller.
6. The Controller will bear the monitoring costs, not including the costs of the Processor's employees who assist with the monitoring process. These costs will be borne by the Processor. If the monitoring shows that the Processor has failed to perform any obligation under the Processing Agreement, the Processor will immediately remedy the failures and bear the monitoring costs, without prejudice to the Controller's other rights.

Clause 10   Miscellaneous

1. If one or more provisions of this Processing Agreement conflict with one or more provisions of other agreements between the Controller and the Processor, this Processing Agreement will prevail.
2. The term of this Processing Agreement coincides with the term of the Agreement and cannot be terminated early. Clauses that, given their nature, e.g. in the context of settling this Processing Agreement, are intended to continue to apply after this Processing Agreement ends, including, but not limited to clause 1(3), clause 6 (Confidentiality), clause 7 (Disclosure & removal) and clause 10(6) and (7), will remain in full force after this Processing Agreement is terminated.
3. This Processing Agreement may only be amended by written agreement between the Parties.
4. If any provision of this Processing Agreement is declared void or is nullified, or if it is necessary to amend this Processing Agreement or one of its provisions in order to comply with the applicable privacy laws and regulations, the other provisions will remain in full force. The Parties will then either draw up a new provision to replace the void/nullified provision or amend this Processing Agreement to bring it into line with the

applicable privacy laws and regulations, duly observing the purport of the void/nullified provision to the extent possible.

5. The Processor may not rely on suspension, settlement or any other form of making the Processor's performance dependent on the Controller's performance.

6. This Processing Agreement is governed by Dutch law.

7. Any and all disputes between the Controller and the Processor will be submitted solely to the competent court in the district of Rotterdam.

Annex 1 Purpose

The purposes pursued by the Processor with the Processing of data are the following:

1. Realizing and maintaining the web application (s) managed by Processor.
2. Performing activities necessary to realize the development and testing of web application (s).
3. Showing the correct content to the user based on rights & roles.

Means of processing include;
1. (Web) servers (DTAP street).
2. Hosting software and hardware.
3. Hardware, with which employees of the processor develop and manage the application (s)
4. Network Supplier and hosting provider.
5. Implementation of software for performance monitoring and (user) statistics.

Type of personal data of the data to be processed;
All traceable (non-anonymised) personal data that are processed in the web application (s) fall under this processor agreement.

Retention periods
The data will remain during the life of the application, unless otherwise agreed in the main agreement.

Use of the data
The Processor only processes the data for the management and further development of the web application.

Provision to third parties
Processor will not provide data to third parties, unless they are ordered to do so by a competent government agency.

Subprocessors

CloudVPS B.V.	Hosting
AWS	Hosting
Prolocation	Hosting
Maddogs	IT
NetVia	Connectivity
OpenProvider	Domeinnamen
Spotler Software B.V.	Email marketing
MailChimp	Email marketing
Active Campaign	Email marketing

Xolphin B.V.   SSL

Hotjar Ltd.   Analytics

Occasionally, the processor uses the services of freelancers / plugin developers for web development. However, these have no or limited access to the production environments with personal data.

Annex 2 security measures.

overview of security measures requested by the Controller

Below is an overview of the security measures taken by the Processor. These measures are subject to change, but changes should not lead to a lower level of general security.

Hosting
- Redkiwi uses hosting suppliers with whom the following agreements have been made.
- Backup: Data and source files are backed up daily. Storage period for backups is 3 months.
- Redundancy: Hosting provider ensures that data is backed up to a geographically different location within the Netherlands or the EU.
- Availability: The data center is equipped with emergency power facilities and has multiple internet connections.
- The hosting provider is responsible for network security and physical security (including access control) of the servers.

Security
- Processor requires the use of encrypted connections (SSL) for the transmission of data and files to and from the web application.
- Processor updates the server software and the application. The processor also monitors the server and application
- Processor makes it mandatory to upgrade and update the software used. If the responsible party decides not to update, the validity of this agreement lapses.
- Processor uses a system of user rights to limit access to data to the employees and functions that need this access. Processes have also been defined to monitor this, such as the off-boarding process when an employee leaves employment, which ensures that user rights are revoked.
- Processor will provide the application(s) with a form of security, both technical and organizational and at least meet a level that, in view of the state of the art, the sensitivity of the (personal) data and the security associated with it. costs, is appropriate and reasonable.
- Root access to the production environment is completely shielded from programmers. Only accessible by DevOps employees.
- Access to the acceptance and test environments is done through a jump server. The processor thus has insight into the actions of its employees.