

General Stichting Burohelp Subscription Data Processing Agreement & CCPA Addendum

Effective Date: 14/07/2025

Parties: Stichting Burohelp ("Stichting Burohelp") and Customer ("Customer")

Governing Law: Netherlands and GDPR/CCPA Compliant Jurisdictions

1. Nature and purpose of the processing

This Data Processing Agreement ("DPA") is an annex to and forms an inseparable part of the Agreement between the Customer and Stichting Burohelp, regarding the use of the Services of Stichting Burohelp.

The agreed Service delivery may include processing of personal data by Stichting Burohelp and its subcontractors, on behalf of the Customer, within the scope described in the Agreement. The purpose of this DPA is to set the terms and conditions governing such processing by Stichting Burohelp on behalf of the Customer in compliance with the requirements set by the (i) the EU General Data Protection Regulation 2016/679 ("GDPR"), (ii) the e-Privacy Directive 2002/58/EC ("e-Privacy Directive") and any further applicable legislation replacing the e-Privacy Directive; (iii) any data protection law, statute or regulation of a European Union ("EU") Member State, which may apply to one of the Parties pursuant to its data Processing activities or its establishment within the EU; (iv) any applicable law, statute or regulation of the United Kingdom deemed adequate to the GDPR or the e-Privacy Directive, as long as it is not declared inadequate pursuant to a European Commission decision and (v) the California Consumer Privacy Act of 2018 ("CCPA") (collectively, "Data Privacy Laws").

Stichting Burohelp may process personal data only on behalf of the Customer solely to the extent necessary for the provision of the Services set forth in the Agreement, and may not otherwise process or use personal data for purposes other than those set forth in this DPA or as reasonably instructed by the Customer in writing where such instructions are consistent with the terms of the Agreement. Stichting Burohelp may not sell the Customer's personal data, as the term "sale" is defined under the CCPA. This DPA shall take precedence over conflicting provisions relating to processing of personal data in the Agreement, unless otherwise expressly stated in this DPA.

The parties acknowledge and agree that the Customer enters into this DPA on behalf of itself and on behalf of its affiliates which utilize the Services as defined in the Agreement ("Affiliates"), thereby establishing a separate DPA between Stichting Burohelp and each of the Customer Affiliates subject to the terms of this DPA. The Customer and Affiliates are jointly referred to as the "Customer". Stichting Burohelp enters into this DPA on its own behalf and on behalf of those of Stichting Burohelp's group companies that are involved in the processing of personal data under this DPA and the Agreement.

All references to "personal data", "processing", "data subject" and other terms defined in Data Privacy Laws and not expressly defined herein shall have the same meaning in this

DPA as in Article 4 of the GDPR. When CCPA applies, these above mentioned terms shall have the same meaning as defined in the CCPA; “controller” shall mean “Business” and “processor” or “data processor” shall mean “Service Provider”.

In the event that under the Agreement it is agreed that Stichting Burohelp’s cloud-based Service shall be delivered by a third-party provider (Amazon Web Services, Microsoft, Google or other) the parties acknowledge that any personal data processed within the cloud Service shall be exclusively governed by the terms and conditions for the cloud Service as stipulated and amended from time to time by the cloud Service provider.

2. Term and termination of this DPA

This DPA shall become effective upon the Customer entering into the Agreement and shall remain in force during the validity of the Agreement and thereafter for as long as necessary for the finalization of the agreed processing of personal data.

3. Processing of your personal data

For the sake of clarity, it is noted that in relation to the personal data processed under this DPA, Stichting Burohelp acts as a data processor or second data processor (a so called sub-processor), and the Customer acts as a data controller or first data processor (to the extent Stichting Burohelp processes personal data for which a customer of the Customer is considered controller).

The types of personal data and categories of data subjects may include the following depending on the service(s) Stichting Burohelp provides:

Categories of data subjects

The personal data will concern the following categories of data subjects: Customers or users (including prospective customer’s or user’s) of the Customer or Customer’s customers.

Types of personal data

Online identifiers, such as cookie identifiers, internet protocol addresses and device identifiers; precise location data; client identifiers; Contact details, such as names, email addresses, phone numbers and addresses; Data relating to individuals provided to Stichting Burohelp via the Services by (or at the direction of) the Customer, including to create and collaborate on reports, graphs and charts; Event data and CRM data relating to individuals provided to Stichting Burohelp via the Services by (or at the direction of) the Customer, such as data about data subjects and the actions they take on or in relation to specific websites, apps, services or applications. Financial and transactional details such as accounting, sales, orders, invoices, payments and items purchased. Other personal data submitted to the Services by (or at the direction of) the Customer within the scope of the Agreement.

This DPA with the Agreement constitutes the instructions in accordance with which any such data is processed as per the date of entering into this DPA.

Stichting Burohelp shall not process the personal data provided to Stichting Burohelp via the Services by (or at the direction of) the Customer for any other purpose or otherwise deviate

from the Customer's instructions relating to the processing of personal data in any way, unless required to do so by the laws of the European Union or its member states to which Stichting Burohelp is subject, in which case Stichting Burohelp shall inform the Customer of that legal requirement before carrying out such processing (unless that law prohibits Stichting Burohelp from doing so).

In the event that Stichting Burohelp believes an instruction from the Customer is in breach of applicable data protection legislation or otherwise lacks instructions which, in Stichting Burohelp's assessment, are necessary to perform the processing of personal data in accordance with this DPA or applicable data protection legislation, Stichting Burohelp shall promptly inform the Customer thereof and await further necessary instructions.

4. Responsibilities of the Customer

The Customer is the owner of its personal data and is responsible for the accuracy, legality, integrity and content reliability of such personal data. Customer shall, in its use of the Services, process personal data in accordance with the requirements of applicable data protection legislation and Customer will ensure that its instructions for the processing of personal data shall comply with applicable data protection legislation. Customer is solely liable for its compliance with Data Privacy Laws in its use of the Services. Customer must provide a written notification to Stichting Burohelp without undue delay if it believes this DPA and Customer's written instructions do not fulfil requirements of applicable Data Privacy Laws.

5. Assistance to the Customer

Stichting Burohelp will assist the Customer in ensuring compliance with their obligations under Article 32 (security of processing), Article 33 (notification of personal data breaches to supervisory authorities), Article 34 (communication of personal data breach to data subjects), Article 35 (data protection impact assessments) and Article 36 (prior consultation), taking into account the nature of processing and the information available to Stichting Burohelp. Any assistance by Stichting Burohelp outside the scope of the services agreed under the Agreement shall be charged by Stichting Burohelp at the then current rate applied by Stichting Burohelp.

Stichting Burohelp shall, take into account the nature of the processing, assist the Customer by appropriate technical or organisational measures, in the fulfilment of the Customer's obligations to respond to data subject requests relating to their exercise of their rights under Data Privacy Laws. In this respect, Stichting Burohelp shall provide assistance only upon request by the Customer. Any request directed to Stichting Burohelp by a data subject shall be referred by Stichting Burohelp to the Customer without undue delay. Any assistance by processors outside the scope of the Services agreed under the Agreement shall be charged by Stichting Burohelp at the then current rate applied by Stichting Burohelp.

Stichting Burohelp shall notify the Customer about any personal data breaches concerning the Customer's personal data without undue delay after having become aware of such personal data breach. To the extent possible, the notification shall include the following information:

- Description of the nature of the personal data breach including where possible the categories and approximate number of data subjects and personal data records concerned;
- The name and contact details of Stichting Burohelp's data protection officer or other contacts where further information can be obtained;
- Description of the likely consequences of the personal data breach; and
- Description of the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where it is not possible for Stichting Burohelp to provide the information as indicated above at the same time as the notification of the personal data breach, the information may be provided in phases without undue delay.

6. Confidentiality and security

Stichting Burohelp shall ensure that all persons authorized to process the personal data of the Customer are bound by an obligation of confidentiality with respect to such personal data, and only processes such personal data on instructions from the Customer, unless required to do so under applicable EU or EU member state law.

Stichting Burohelp shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing. This shall include, inter alia as appropriate, measures to:

- Implement and maintain technical and organisational measures for safeguarding the confidentiality, integrity, availability and resilience of systems and services processing personal data;
- Restore the availability and access to personal data in a timely manner in the event of an incident;
- Regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing; and
- Pseudonymize and/or encrypt personal data.

On request, Stichting Burohelp shall cooperate with the supervisory authority in the performance of its tasks and shall comply with decisions by the supervisory authority on security measures required to comply with the GDPR. If and to the extent the Customer or the supervisory authority instructs Stichting Burohelp to perform any measure, activity or action outside the scope of the Services agreed to under the Agreement, then such instruction shall be considered a request for additional services pursuant to the Agreement and additional fees may apply.

7. Sub-processors and transfers to third countries

The Customer acknowledges that Stichting Burohelp needs to engage other processors for carrying out specific processing activities, and that Stichting Burohelp wishes to deliver standard services to its customers in a consistent, secure and efficient manner. Accordingly, the DPA shall constitute a general authorization by the Customer for Stichting Burohelp's use of sub-processors. Stichting Burohelp shall ensure that sub-processors are bound by a written agreement that require them to provide at least the level of data protection required by Stichting Burohelp under this DPA. Stichting Burohelp shall inform the Customer of changes concerning its sub-processors, including the identity and location of new or replaced sub-processors. A list of sub-processors (including their name, country, processing activities and country/area where processing activities are carried out) is available hereafter or other location as designated by Stichting Burohelp from time to time. Stichting Burohelp will notify the Customers by adding the name and above mentioned details of new and replacement sub-processors to the list prior to them starting sub-processing of personal data.

Where a sub-processor fails to fulfil its data protection obligation, Stichting Burohelp shall remain fully liable to the Customer for the performance of that sub-processor's obligations.

If the Customer has a reasonable objection to any new or replacement sub-processor, it shall notify Stichting Burohelp of such objection in writing within ten (10) days of the notification. In case the Customer objects to the use of a specific sub-processor, the parties shall enter into good faith negotiations on how to resolve the issue. In case the negotiations do not solve the issue and the Customer opposes Stichting Burohelp's use of a specific sub-processor either party shall, for a justified reason and as a final remedy, be entitled to terminate the relevant Agreement on thirty days' written notice.

Stichting Burohelp and its sub-processors may transfer or process personal data outside the EU/EEA area.

When transfer of personal data by Stichting Burohelp to a sub-processor outside the EU/EEA, is permitted as stated above, in case of any transfer Stichting Burohelp shall ensure that transfer is only made to (a) a country deemed by the Commission to have an adequate level of protection, (b) entities having entered into the EU Commission standard contractual clauses approved by the European Union concerning the transfer of personal data to outside the EU/EEA or provided other appropriate safeguards as described in Article 46 of the GDPR.

Subject to the above and subject to Stichting Burohelp keeping the Customer informed of any transfer of personal data outside the EU/EEA, the Customer gives its consent to the transfers and authorizes Stichting Burohelp to agree on the use of privacy clauses on behalf of the Customer and to represent the Customer regarding those conditions of the standard contractual clauses that refer to the rights and liabilities of the Customer.

8. Retention of your data

Stichting Burohelp has no obligation to store and Stichting Burohelp will not store any of Customer's data after the termination of your account and/or subscription of the Service. Stichting Burohelp will, at Customer's election, promptly delete or return all personal data related to Customer's account after the end of the provision of the Services relating to processing and delete existing copies unless applicable legislation requires storage of the personal data.

9. Audit

Stichting Burohelp shall upon the Customer's request make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA, the GDPR and CSR as required by the European Commission Corporate Social Responsibility Directive.

The Customer or an auditor authorized by the Customer (however, not a competitor of Stichting Burohelp) is entitled to audit the activities pursuant to the DPA. The Parties shall agree on the time of the auditing and other details ahead of time and at latest 30 days before the inspection. The auditing shall be carried out in a way that does not impede the obligations of Stichting Burohelp or its subcontractors in regard to third parties. The representatives of the Customer and the auditor must sign conventional non-disclosure commitments. The Customer shall be responsible for its own and Stichting Burohelp's expenses caused by the auditing. If notable defects are perceived during auditing, Stichting Burohelp shall be liable for the costs incurred from remediating said defects.

Provided that the parties have an applicable Non-Disclosure Agreement in place, Stichting Burohelp reserves the right to provide the Customer with a copy of a third-party certification or report in lieu of an onsite audit. In the event the customer does not find all reasonably needed info from the report, then on-site audit rights will apply.

10. Damages

Stichting Burohelp shall compensate the Customer for damages incurred by the Customer as a result of fault or negligence by Stichting Burohelp, or by a sub-contractor to Stichting Burohelp, in the processing of personal data in breach of the Agreement or this DPA, including for claims by data subjects or a supervisory authority against the Customer caused directly by Stichting Burohelp's breach of this DPA.

To clarify, the limitations of liability set forth in Section 19 of the Agreement shall apply.

