

Schedule 2 to the Supplier Agreement for Services to Nouryon

DATA PROCESSING AGREEMENT

The undersigned

I. **Staffing Management Services B.V.**, a private limited company with its registered office and principal place of business at Oostmaaslaan 71 (2063 AN), Rotterdam, duly represented by [@] (hereinafter: **Staffing**)

and

II. **[NAME OF SUPPLIER]**, with its registered office and principal place of business at <address>, <postcode> <town/city>, registered with the Chamber of Commerce under number <CoC number>, (hereinafter: **the Supplier**);

WHEREAS:

- Staffing and the Supplier have concluded a Supplier Agreement for Services to Nouryon on the basis of which the Supplier can provide Professionals (experts) to be deployed to Staffing's client (**the Agreement**).
- the Supplier has access to the VMS, the platform used by Staffing on which the Supplier creates profiles of one or more of its Professionals. The way in which personal data are processed in VMS is described in the Privacy Statement that is published on Staffing's website (**the Privacy Statement**).
- the Supplier has a (contractual) relationship with the Professionals. When a Professional is deployed to a client of Staffing, payment by the Client to the Supplier is made through Staffing. In principle, Staffing has no direct contact with Professionals. No agreement will be concluded between Staffing and Professionals.
- the Supplier discloses personal data of the Professionals to Staffing via VMS and/or in another manner agreed by the Parties. Staffing may process this personal data for its own purposes.
- Staffing and the Supplier each process data independently and for their own purposes and each has its own responsibility. Staffing and the Supplier each qualify individually as data controllers within the meaning of the Applicable Law.
- As data controllers, the Parties wish to lay down their arrangements concerning the processing of personal data in this Data Processing Agreement in the context of their performance of the Agreement. This Data Processing Agreement is a Schedule to the Agreement (Schedule 2).

HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS

1.1 This Data Processing Agreement uses the same definitions used in the Agreement and the Applicable Law, supplemented by the definitions in this Clause 1 (Definitions).

Schedule	An Appendix to this Data Processing Agreement, of which it is part.
Data Breach	A security breach leading to (possibly) unintentional or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data that has been sent, stored or otherwise processed.
Applicable Law	The applicable law or regulations, including in any case EU Regulation 2016/679 (General Data Protection Regulation (GDPR)), a number of guidelines, policy rules, instructions or recommendations of any public

authority that apply to the processing of personal data, including any amendments, replacements, updates or other later versions thereof.

Consent Consent for the processing of personal data as meant in Article 6(1)(a) of the GDPR, under the conditions set out in Article 7 of the GDPR, as well as consent for processing special personal data as meant in Article 9(2)(a) of the GDPR.

2 APPLICABILITY AND OBJECT OF THIS DATA PROCESSING AGREEMENT

- 2.1 This Data Processing Agreement contains the arrangements between the Parties concerning the processing of personal data of Professionals and other persons involved in the use of VMS and the performance of the Agreement.
- 2.2 Each of the parties is deemed to be a data controller for processing by them or on their behalf of personal data that are processed in the context of the performance of the Agreement. This means that each of the Parties is independently responsible for the processing of personal data for which it determines (in part) the purposes and the means.
- 2.3 The Supplier will impose the obligations laid down in this Data Processing Agreement, including the security and confidentiality obligations, on the employees, subcontractors or other persons under its management and supervision and ensure that these employees, subcontractors or other persons under its management and supervision comply with these obligations.

3 ASSISTANCE IN COMPLYING WITH OBLIGATIONS UNDER THE APPLICABLE LAW

- 3.1 With due regard to the nature of the data processing and the information the Parties have at their disposal, the Parties will, if necessary, assist one another in performing their own obligations arising from the Applicable Law.
- 3.2 The Parties will assist one another in performing the obligations incumbent on them in relation to the security of personal data, the obligation to report Data Breaches, the performance of data protection impact assessments, advance consultation of relevant public authorities, and the principles of data protection by design (*privacy by design*) and data protection by default settings (*privacy by default*).
- 3.3 On Staffing's behalf, the Supplier informs Professionals and any other persons involved in the processing of their personal data by Staffing before the data are disclosed to Staffing. The information issued by the Supplier complies with the Applicable Law, and comprises in any case the information included in the most recent version of the Privacy Statement and which pertains to the processing of personal data of Professionals.
- 3.4 On Staffing's behalf, the Supplier asks the Professional for his/her Consent to Staffing's processing of his/her personal data. The Supplier will only register the Professional if it has received a fully and correctly completed consent form prior to this registration. The Supplier guarantees that it only discloses personal data of Professionals to Staffing if and to the extent that it has obtained the Consent of the Professionals.
- 3.5 The Supplier records when and in what manner it has informed the Professional and has obtained Consent as referred to in Clauses 3.3 and 3.4. On Staffing's first request, the Supplier discloses proof of compliance with Clauses 3.3 and 3.4 to Staffing. The Supplier allows Staffing to verify compliance with Clauses 3.3 and 3.4.
- 3.6 If the Consent of a Professional is lacking, Staffing reserves the right not to include that Professional in VMS and/or to remove the him/her from VMS, and not or no longer to propose him/her to another client or otherwise to act as an intermediary, without being obliged to pay any form of compensation.

4 SECURITY

4.1 Without prejudice to any other obligations regarding the processing of the personal data, the Parties will take appropriate technical and organisational (security) measures to protect the personal data against loss or any form of unlawful processing, in accordance with the Applicable Laws.

4.2 The Supplier will notify Staffing immediately if it believes that the security measures taken by Staffing need to be tightened in order to comply with the Applicable Laws.

5 REPORTING DATA BREACHES

5.1 The Parties will maintain adequate procedures aimed at doing everything reasonably possible to prevent Data Breaches or to keep these to a minimum.

5.2 As soon as the Supplier detects a Data Breach or reasonably suspects that a Data Breach has occurred, the Supplier will notify Staffing as soon as possible, but in any case within 24 hours of detecting a Data Breach or a suspicion thereof, and provide all information that may be required within reason, as well as render assistance, so as to enable Staffing, where applicable, to inform the (potentially) affected data subject or subjects and/or the relevant public authorities, authorised to assess the processing of personal data, of the Data Breach in good time and to demonstrate compliance with the notification requirements concerning Data Breaches under the Applicable Laws.

6 REQUESTS FROM DATA SUBJECTS

6.1 The Parties will practise full mutual cooperation, so that each of them will be able to fulfil its statutory obligations if a data subject, including at least the Professional, should exercise his or her rights under the Applicable Laws towards a Party. These rights include but are not limited to the right to data access, rectification and erasure of the personal data, and the right to restriction of processing.

7 REQUESTS FROM SUPERVISORY AUTHORITIES

7.1 If a Party is requested by a supervisory authority, including in any case the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), to provide (access to) the personal data, this Party will immediately notify the other Party before providing (access to) the personal data, whereupon the Parties will hold consultations.

8 INDEMNIFICATION

8.1 The Supplier indemnifies Staffing against all claims of third parties, including Professionals, that may be instituted against Staffing due to a breach of the Applicable Law imputable to the Supplier or to the employees, subcontractors or other auxiliary persons it has enlisted and non-compliance with this Data Processing Agreement.

9 OTHER PROVISIONS

9.1 This Data Processing Agreement is part of the Agreement and replaces any and all earlier verbal and written arrangements between the Parties with regard to the processing of personal data for the purpose

of the performance of the Agreement, insofar as these arrangements apply to the processing of personal data whereby the Parties can individually be regarded as controllers.

- 9.2 If there should be any conflict between the provisions of this Data Processing Agreement and the body of the Agreement, the provisions of this Data Processing Agreement will prevail, unless this Data Processing Agreement expressly provides otherwise.
- 9.3 This Data Processing Agreement will be in force for as long as the Agreement is in force. Upon termination of the Agreement, this Data Processing Agreement will end by operation of law, without any further (legal) act being required.
- 9.4 Any obligations under this Data Processing Agreement which, in view of their nature, are intended to last beyond the termination of this Data Processing Agreement, will continue to exist after the termination of this Data Processing Agreement.

Agreed and signed in duplicate:

Staffing Management Services B.V.

Supplier

name:
position:
place:
date:

name:
position:
place:
date:
