

Data Processing Agreement

This data processing agreement (“**Data Processing Agreement**”) is entered into by and between Fast Four B.V., having its offices at Evert van de Beekstraat 1, (1118CL) Schiphol, the Netherlands, or one of its wholly owned subsidiaries (hereafter: FF) and Customer and applies to all Agreements under which FF processes personal data on behalf of Customer. FF and Customer may also be separately or jointly referred to as “**Party**” or “**Parties**”.

The Customer is deemed to be the controller within the meaning of article 4 (7) of the EU General Data Protection Regulation (“**GDPR**”) and FF is deemed to be the processor within the meaning of article 4 (8) of the GDPR. Where, in this Data Processing Agreement, reference is made to terms that are defined in the GDPR, such as “**Controller**”, “**Processor**” and “**Personal Data**”, such terms will have the meanings given to them in the GDPR. Controller and Processor entered into a supply agreement (“**the Agreement**”) for the supply of certain services (“**the Services**”) by FF to Customer. If and to the extent that the proper execution of the Agreement so requires, Controller will process Personal Data to Processor. The Parties have agreed that the processing of Personal Data will be carried out in compliance with the terms of this Data Processing Agreement.

Article 1. Processing objectives

- 1.1. FF undertakes to process Personal Data on behalf of Customer in accordance with the conditions laid down in this Data Processing Agreement. The processing will be executed exclusively within the framework of the Agreement, in particular for the processing of customer data through the Services provided by FF, and for all such purposes as may be agreed to subsequently.
- 1.2. The Personal Data (to be) processed by FF under this Data Processing Agreement include the following categories:
 - a. Name and address
 - b. Payment data such as bank account
 - c. VAT Number
- 1.3. The categories of data subjects to whom the Personal Data relates are as follows:
 - a. Suppliers
 - b. Customers
 - c. Employees
- 1.4. FF will refrain from making use of the Personal Data for any other purpose than as specified by Customer. Customer will inform FF of any processing purposes to the extent not already mentioned in this Data Processing Agreement. FF may use the Personal Data to improve the quality of its Services, for example by performing statistical research with regard to its Services, provided FF processes such data in anonymized or aggregated form.
- 1.5. FF will not take any unilateral decisions about the processing of Personal Data for other purposes. The control over the Personal Data processed pursuant to this Data Processing Agreement and/or other agreements between the Parties rests with Customer.
- 1.6. All Personal Data processed on behalf of Customer will remain the property of Customer and/or the relevant data subjects.

Article 2. Processor’s obligations

- 2.1. FF will comply with the laws and regulations relating to the protection of Personal Data in connection with the processing of Personal Data by FF, such as the GDPR.

- 2.2. At the request of Customer, FF will furnish Customer with details regarding the measures it has adopted to comply with its obligations under this Data Processing Agreement.
- 2.3. FF's obligations arising under the terms of this Data Processing Agreement also apply to whomsoever processes Personal Data under FF's instructions.
- 2.4. FF will provide any reasonably necessary assistance if a data protection impact assessment, or a prior consultation with a supervisory authority, is necessary with respect to the processing of Personal Data. FF is entitled to charge Customer any reasonable costs in connection herewith.
- 2.5. FF shall only Process such Personal Data for the purposes of providing the Services and as may subsequently be agreed by the Parties in writing and, in so doing, shall act solely on the instructions of Controller. In particular, Processor
 - (i) shall not itself exercise control, nor shall it transfer control of such Personal Data to a third party, except as it may be agreed to do so by Controller;
 - (ii) shall keep Personal Data logically separate to data processed on behalf of any other third party;
 - (iii) shall not process Personal Data for its own purposes, or include Personal Data in any product or service offered to third parties;
 - (iv) shall ensure that any employee who accesses the Personal Data have undergone appropriate training in the care, protection and handling of Personal Data and they have signed a non-disclosure agreement;

Article 3. Transmission of Personal Data

- 3.1. FF may process the Personal Data in countries within the European Economic Area ("EEA") and in countries where the proper execution of the Agreement so requires. In addition, FF may transfer the Personal Data to a country provided that such country guarantees an adequate level of protection and all other obligations under this Data Processing Agreement and the GDPR are complied with.
- 3.2. At the request of Customer, FF will inform Customer about the country or countries in which the Personal Data will be processed.

Article 4. Allocation of responsibility

- 4.1. The authorized processing will be carried out by FF within a (semi-) automated environment.
- 4.2. FF will be responsible for the processing of Personal Data under this Data Processing Agreement, in accordance with the documented instructions of Customer and under the (ultimate) responsibility of Customer.
- 4.3. FF is expressly not responsible for other processing of Personal Data, including but not limited to, the collection of Personal Data by Customer and processing for purposes that are not reported by Customer to FF.
- 4.4. Customer represents and warrants that it has explicit consent and/or another legal basis to process the relevant Personal Data and that it has informed the data subjects of the processing of Personal Data under this Agreement, in line with its duty thereto under the GDPR. Furthermore, Customer represents and warrants that the content, the use and the instruction to process the Personal Data within the meaning of this Data Processing Agreement are not unlawful and do not infringe any rights of a third party. In this context, Customer indemnifies FF of all claims and actions of third parties related to the processing of Personal Data under this Data Processing Agreement.

Article 5. Sub-processors

- 5.1. Except for those sub-contractors and group companies that Processor uses as part of its existing business processes, Processor is not entitled to sub-contract or outsource the processing of Personal Data under this Data Processing Agreement to any other person or entity (“**Sub-Processor**”), without prior written approval of Controller.
- 5.2. FF will, in any event, ensure that such Sub-Processors will be obliged to agree in writing to the materially similar duties as agreed by Customer and FF in this Data Processing Agreement.

Article 6. Security

- 6.1. FF and Customer will take adequate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, deterioration, alteration or disclosure of Personal Data) in connection with the performance of processing Personal Data under this Data Processing Agreement. To this end, FF has implemented the security measures described in its information security policy, which is available upon Customer’s request and may be amended by FF from time to time.
- 6.2. FF does not warrant that the security measures are effective under all circumstances. FF will endeavour to ensure a level of security appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

Article 7. Personal Data breaches

- 7.1. In the event of a Personal Data breach (“**Security Breach**”), within the meaning of the GDPR, FF will notify Customer thereof without undue delay but at least within twenty four (24) hours upon its discovery. Customer will use reasonable endeavours to ensure that the provided information is complete, correct and accurate. Customer will then decide whether or not to notify the data subjects and/or the relevant supervisory authorities.
- 7.2. If required by applicable laws and/or regulations, FF will cooperate in notifying the relevant authorities and/or data subjects. Customer will determine whether or not to inform the relevant regulatory authorities and/or the data subjects. Customer remains the responsible party for any statutory notification obligations in respect thereof.
- 7.3. The notification obligation includes in any event the duty to report the fact that a Security Breach has occurred, including details regarding:
- a. the (suspected) cause of the Security Breach;
 - b. the contact point where more information can be obtained;
 - c. the approximate number of data subjects and number of personal data records concerned;
 - d. the (currently known and/or anticipated) consequences thereof;
 - e. the (proposed) solution;
 - f. the measures that have already been taken.

Article 8. Handling requests from data subjects

- 8.1. In the event that a data subject submits a request to FF to exercise his/her rights under applicable privacy laws and regulations, FF will notify Customer and Customer will be responsible for handling the request. FF may notify the data subjects of the fact that

their requests have been forwarded and will be handled by Customer. Where necessary, FF will reasonably assist Customer in implementing appropriate technical and organisational measures. FF is entitled to charge Customer any reasonable costs in connection herewith.

Article 9. Non-disclosure and confidentiality

- 9.1. All Personal Data received by FF from Customer within the framework of this Data Processing Agreement is subject to a duty of confidentiality vis-à-vis third parties.
- 9.2. This duty of confidentiality will not apply in the event that Customer (i) has expressly authorised the provision of such information to third parties, (ii) where the provision of the information to third parties is reasonably necessary taking into account the nature of the instructions and the implementation of this Data Processing Agreement, or (iii) if there is a statutory obligation to provide the information to a third party.

Article 10. Audit

- 10.1. In order to confirm compliance with all points in this Data Processing Agreement, Customer will be entitled to have audits carried out by an independent third party who is bound to confidentiality.
- 10.2. The audit will only take place after Customer has requested and assessed similar audit reports made available by FF and provided reasonable arguments that justify an audit initiated by Customer. Such an audit is justified when the audit reports provided by FF give no or insufficient information regarding FF's compliance with this Data Processing Agreement. The audit initiated by Customer will take place no more than once a year and after Customer has provided two weeks prior notification.
- 10.3. FF will cooperate in the audit and will make available any reasonably necessary information, including supporting information such as system logs and employees as timely as possible.
- 10.4. The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented by one of the Parties or jointly by both Parties.
- 10.5. The costs of the audit will be borne by Customer including the costs for the engaged independent third party.

Article 11. Duration and termination

- 11.1. This Data Processing Agreement is entered for the duration of the Agreement.
- 11.2. This Data Processing Agreement may not be terminated for convenience.
- 11.3. Upon termination of the Data Processing Agreement, FF will, at the request of Customer, return the Personal Data to Customer and/or will securely destroy such Personal Data, except to the extent the Data Processing Agreement, Agreement or applicable laws and regulations provide otherwise.
- 11.4. Amendments to this Data Processing Agreement may only be agreed by the Parties in writing.
- 11.5. Parties will provide their full cooperation in amending this Data Processing Agreement in the event of any amended privacy laws and regulations.

Article 12. Miscellaneous

- 12.1. This Data Processing Agreement forms an integral part of the FF Terms and Conditions available via <https://fastfour.com/terms-and-conditions/>. All rights and obligations and definitions under the Terms and Conditions, including the limitations on liability and applicable law, apply mutatis mutandis to this Data Processing Agreement.