

PROCESSOR AGREEMENT

THE UNDERSIGNED:

1. **Ivanhoe.io** with its registered office at Oostergracht 13 in Soest and listed in the register of the Chamber of Commerce under 64871819, herein lawfully represented by Bart Houtman (further herein:
2. the '**Controller**'); and
2. **You as a user** with an Ivanhoe.io account ID and all connected media (further herein: the '**Processor**').

further herein jointly referred to as: 'the Parties' or individually as 'the Party'.

TAKE THE FOLLOWING INTO ACCOUNT:

- (a) The Controller provides personal data to the Processor, which services entail that Personal Data are processed.
- (b) The Processor is allowed to process these Personal Data on the instructions of the Controller but not for private purposes.
- (c) The Parties lay down their arrangements with regard to processing Personal Data in this Processor Agreement with due observance of the General Data Protection Regulation (GDPR).
- (d) This Processor Agreement replaces any previous agreement(s) between the Parties with a similar purport.

DECLARE AGREEMENT ON THE FOLLOWING:

Article 1. Definitions

The following definitions apply in this Processor Agreement:

- **Personal Data:** all details by means of which a Data Subject can be identified;
- **Processing Operation/ Processing:** processing Personal Data whether or not performed via computerised processes such as collecting, recording, arranging, storing, updating, changing, retrieving, viewing, using, providing by means of forwarding, distributing or any other form of provision, assembling, associating with each other as well as protecting, deleting or destroying Personal Data;
- **Controller:** the data controller as meant in Article 4 under 7 of the GDPR;
- **Processor:** the party who processes Personal Data for the Controller;
- **Data Subject:** the party to which the Personal Data relate, in general the patient;
- **Incident:** a complaint or request (for information) by a Data Subject with regard to Processing Personal Data by the Processor, or a breach in connection with

Personal Data as meant in Article 4 under 12 GDPR or unauthorised access, removal, corruption, loss or any other form of wrongful processing of Personal Data;

- **Agreement:** the agreement(s) with regard to the provision of products or services as described in Annex 1;
- **Sub-processor:** another processor involved in the Processing by the Processor.

Article 2. Relationship between the Processor Agreement with the Agreement(s)

- 2.1. The Agreement(s) are intended to record that the Controller uses the expertise of the Processor for the purposes arising from the Agreement(s). The Processor guarantees that it is qualified to this end.
- 2.2. This Processor Agreement forms part of the Agreement(s). Insofar as the provisions in the Processor Agreement contradict the provisions in the Agreement(s), the provisions in this Processor Agreement shall prevail.

Article 3. Performance of the processing

- 3.1. The Processor will Process the Personal Data of the Controller properly and with due care and will do this exclusively insofar as this is necessary for the performance of the Agreement(s) or according to the further written and reasonable instructions of the Controller.
- 3.2. The Processor shall inform the Controller immediately if in its opinion the instructions would contravene the applicable legislation with regard to Processing Personal Data.
- 3.3. If a legal requirement forms a Processing obligation, the Processor will inform the Controller of the required Processing and the legal requirement prior to the Processing Operation unless that legislation prohibits this notification on important public interest grounds. The Processor will enable the Controller where necessary to defend itself against this mandatory Processing and for that matter also limit the mandatory Processing to what is strictly necessary.
- 3.4. The Processor will process the Personal Data demonstrably with due care in accordance with the obligations resting on a Processor under the GDPR and other legislation and regulations.
- 3.5. In this connection the Processor will create a register of Processing Operations as meant in Article 30 GDPR and provide the Controller with a copy of it at the first request.
- 3.6. The Processor guarantees that its employees and servants have signed a secrecy agreement and that it gives the Controller on request access to this secrecy agreement.

Article 4. Security of Personal Data

- 4.1. The Processor will take demonstrably suitable technical and organisational security measures which, considering the latest technology and the associated costs, correspond with the nature of the Personal Data to be Processed. The measures shall at least include guarantees:
 - a. that only authorised employees have access to the Personal Data for purposes which have been specified;
 - b. that the Processor exclusively allows his employees or Sub-processors access to the Personal Data through accounts put into their name whereby the use of those accounts is adequately logged and whereby the respective accounts only allow access to those Personal Data to which access is necessary for the respective person or legal entity;
 - c. to protect the Personal Data against accidental or unlawful destruction, loss or change, unauthorised or unlawful storage, Processing, access or disclosure;
 - d. to identify weak areas with regard to Processing Personal Data in the systems being deployed for providing services to the Controller;
 - e. to guarantee the prompt availability of the Personal Data;

- f. to Process the personal Data logically separated from the Personal Data which the Processor processes for itself or on behalf of other parties;
 - g. to comply with any other measures which the Parties have agreed.
- 4.2. The Processor will actively monitor any breaches of the security measures and report the results of the monitoring to the Controller.

Article 5. Checking

- 5.1. The Controller is entitled to monitor the compliance reasonably with the measures specified in this Processor Agreement or have it monitored.
- 5.2. The Processor will give the Controller the opportunity to this end and will make all relevant information available.

Article 6. Incidents

- 6.1. As soon as an Incident occurs or could occur, the Processor will be obliged to inform the Controller, or an employee designated to this end or if appointed the Data Protection Officer ('DPO'), of this immediately and in this connection to provide all relevant information with regard to:
 - a. the nature of the Incident;
 - b. the Personal Data (that might be) affected ;
 - c. the established Incident and its suspected consequences; and
 - d. the measures taken or which will be taken to resolve the Incident or to limit the consequences as much as possible.
- 6.2. The Processor will immediately take those measures which can reasonably be expected of it to remedy the Incident as soon as possible, or to limit any further consequences as much as possible and will consult the Controller to make further arrangements in this respect.

- 6.3. In the event of an Incident the Processor will observe the instructions of the Controller and enable the Controller to investigate the Incident and take suitable follow-up steps with regard to the Incident, including informing the Dutch Authority for Personal Data (*Autoriteit Persoonsgegevens: 'AP'*).
- 6.4. The Processor has procedures in place to provide the Controller immediately with a response with regard to an Incident and to cooperate effectively with the Controller to deal with the Incident. The Processor will on request provide a copy of such procedures.
- 6.5. The Processor is not allowed to provide information about Incidents to Data Subjects or other third parties, except to the extent to which the Processor is obliged to do so by law or to which the Parties have agreed otherwise.
If and insofar as the Parties have agreed that in connection with an Incident the Processor maintains a direct contact with authorities or other parties, the Processor will inform the Controller of this.

Article 7. Obligations of the Processor

- 7.1. The Processor cooperates with fulfilling the obligations resting on the Controller arising from the rights accruing to the Data Subjects pursuant to the privacy regulations.
- 7.2. A complaint received by the Processor or a request by a Data Subject with regard to the Processing Operations of Personal Data, must immediately be sent by the Processor to the Controller.
- 7.3. At the first request of the Controller the Processor must provide the Controller with all the relevant information necessary to demonstrate that the Controller complies with the applicable (privacy) legislation.
- 7.4. Moreover, at the first request of the Controller the Processor must assist in fulfilling the legal obligations resting on the Controller pursuant to the applicable privacy legislation.

Article 8. Sub-processors

- 8.1. The Processor will only engage a Sub-processor with the written consent of the Controller and impose the same obligations on the Sub-processor as stipulated in this Processor Agreement and supervise the compliance.
- 8.2. The Processor will provide the Controller on request with a copy of the agreement(s) entered into with the Sub-processor.
- 8.3. The Processor remains liable to the Controller for the consequences of outsourcing the activities to a Sub-processor.

Article 9. Liability

- 9.1. The Parties are each responsible and liable for their own actions.

A limitation of liability of the Processor in the Agreement or general terms and conditions applied by the Processor cannot be excluded for claims - or fines imposed by a regulator - in connection with an attributable failure or conduct of the Processor or Sub-processor engaged, for which claims or fines the Processor moreover indemnifies the Controller.

- 9.2. In the event of a joint and several liability towards third parties the Parties are obliged to contribute to each other in the debt and costs, each for its own share of the debt, unless otherwise provided for in the GDPR.
- 9.3. The Parties will take out sufficient insurance against the consequences of liability.

Article 10. Costs

- 10.1. The costs of Processing the data inherent in the normal performance of the Agreement, form part of the agreed fees unless the Parties have agreed otherwise.
- 10.2. If any activities are associated with a failure by the Processor, they will be performed free of charge (notwithstanding the right of the Controller to recover from the Processor the actual loss suffered).

Article 11. Term and termination

- 11.1. This Processor Agreement becomes effective on the date it is signed and the term of this Processor Agreement is equal to the term of the Agreement(s), including any extensions to it/them.
- 11.2. Obligations which by their nature are also intended to continue after termination of this Processor Agreement, such as secrecy and liability, will also remain effective after termination.
- 11.3. Either Party can suspend or dissolve immediately the performance of the Processor Agreement and/or Agreement(s) if the other Party ceases to exist, becomes bankrupt or applies for a moratorium or a Party demonstrably fails in fulfilling the obligations arising from this Processor Agreement and this attributable failure has not been remedied within 14 days after a written notice of default.
- 11.4. The Controller is entitled to dissolve this Processor Agreement and the Agreement if and as soon as the Processor cannot or can no longer fulfil the reliability requirements which are imposed on processing Personal Data pursuant to the developments in legislation and/or in case law.
- 11.5. The Parties realise that the Controller is often dependent on the Processor and that continuity risk can exist in connection with Incidents and calamities. That is why when requested the Processor will cooperate with additional agreements with the Controller with the aim of limiting risks such as:
 - a. periodically providing a third party with data processed by the Processor; and/or
 - b. joint and several liability or surety of a third party for the performance of the Agreement; and/or

- c. engaging third parties who can carry out the performances to be carried out pursuant to the Agreement instead of or parallel to the Processor.
- 11.6. The Processor has a procedure in place for fulfilling all the obligations under this Processor Agreement in the event that the Agreement or the Processor Agreement is terminated (prematurely) and will provide a copy of this plan at the first request.
- 11.7. The Processor must inform the Controller in advance and within due time about an intended takeover or transfer of title.
- 11.8. Without the explicit written consent of the Controller the Processor is not allowed to transfer this Processor Agreement and the rights and obligations associated with this Processor Agreement to a third party.

Article 12. Retention periods, return and destruction of Personal Data

- 12.1. The Processor will not retain the Personal Data any longer than is strictly necessary, including the legal retention periods or any agreement about retention periods made between the Parties. The Controller shall determine whether and, if so, how long data must remain retained.
- 12.2. On termination of the Processor Agreement or at the end of the agreed retention periods or at the written request of the Controller, the Processor will, at reasonable cost, at the choice of the Controller irrevocably either destroy or return the Personal Data to the Controller or have them destroyed or returned. At the request of the Controller the Processor will produce evidence of the destruction or removal.
- 12.3. In the event that the data are returned, this will take place electronically in a generally accepted, structured and documented data format.
- 12.4. If returning the data, irrevocable destruction or removal is impossible, the Processor guarantees that it will treat the Personal Data confidentially and will no longer Process them.

Article 13. Final provisions

- 13.1. Insofar as the collection of Personal Data is protected by any intellectual property right, the Controller gives its consent to the Processor to use the Personal Data in connection with the performance of this Processor Agreement.
- 13.2. In the event of the nullity or annulability of one or more provisions of this Processor Agreement, the remaining provisions will continue to remain fully in force.
- 13.3. The Parties will decide all cases not provided for in this Processor Agreement in mutual consultation.
- 13.4. This Processor Agreement is governed by Dutch law.
- 13.5. Any disputes about or in connection with this Processor Agreement will exclusively be submitted to the court or arbiter(s) specified to this end in the Agreement.

Bart Houtman
01-05-2018