

The undersigned:

- (1) **Customer**, the natural or legal person, the partnerships without legal personality, as well as their representative and authorised representative, who have entered into an agreement with RunTheDay or wish to conclude an agreement with RunTheDay, hereinafter referred to as: "**Customer**" or "**Controller**";

and

- (2) **RunTheDay**, the trade name of the Redfountain Ltd company registered with the Chamber of Commerce, under number 30206579, hereinafter referred to as: "**RTD**" or "**Processor**";

and hereinafter collectively referred to as: "**Parties**"

Considering that:

- a. Parties have entered into a 'Licence Agreement' for the use and purchase of services of RTD, including RTD's online software;
- b. The performance of the services may result in RTD having access to Personal Data and may result in these Personal Data being processed without being subject to the direct authority of Customer;
- c. Customer determines the purpose and means of the Personal Data Processing and therefore within the framework of this Licence Agreement will be qualified as Controller;
- d. RTD processes Personal Data on behalf of Controller under the Licence Agreement, under which RTD will be qualified as Processor;
- e. Parties have established the conditions as well as the reciprocal rights and obligations with regard to the Processing of Personal Data by Parties by means of this Processing Agreement;
- f. The provision from this Processing Agreement applies to all Processing Operations of Personal Data in the implementation and for the duration of the Processing Agreement.

Agree to the following:

1. Definitions

- 1.1. **Controller** means the party which determines the purpose and means of a Processing Operation.
- 1.2. **Data Breach** means a breach of security leading to the destruction, loss, alteration, or unauthorised disclosure of, or access to, Personal Data.
- 1.3. **Data Subject** means a natural person to whom Personal Data relates.
- 1.4. **Licence Agreement** means the acceptance of RTD's general terms and conditions by Controller.
- 1.5. **Parties** mean the undersigned of this Processing Agreement.
- 1.6. **Personal Data** means any information related to an identified or identifiable natural person, which in any way whatsoever is processed or will be processed by Processor under the terms of the Licence Agreement.

- 1.7. **Processing** means any operation or set of operations with regard to Personal Data.
- 1.8. **Processing Agreement** means the present Agreement.
- 1.9. **Processor** means the party which processes Personal Data on behalf of Controller.
- 1.10. **Service** means the Service to be provided by Processor under the Licence Agreement.
- 1.11. **Special Categories of Personal Data** are Personal Data as referred to in section 9 (1) GDPR.
- 1.12. **Sub-Processor** means a party which processes Personal Data commissioned by Processor.

2. Data Processing (Objectives)

- 2.1. Processor shall undertake under the conditions of this Processing Agreement to process Personal Data on behalf of Controller. Processor shall process the Personal Data in an adequate and careful manner and in accordance with GDPR and other applicable rules and regulations regarding the processing of Personal Data.
- 2.2. Controller guarantees that, with regard to the Personal Data with which he provides Processor, he has satisfied all applicable rules and regulations regarding the protection of Data and that these rules and regulations allow the provision of the Personal Data to Processor and that the Personal Data shall be processed by Processor.
- 2.3. If and insofar Controller at any moment becomes the processor and Processor owing to this assumes the role of Sub-processor, then Controller guarantees that the agreements with Processor in the role of Sub-processor contain at least the same rights for Sub-processor as agreed in this Processing Agreement for Processor.
- 2.4. Processor processes the Personal Data in an adequate and careful manner and exclusively insofar as necessary to provide the Service to Controller as defined in the Licence Agreement. The Personal Data provided to Processor and which are processed for the performance of the Service are defined in Appendix 1.
- 2.5. Processor shall exclusively process the Personal Data by order of and according to the instructions of Controller. Processor shall not process the Personal Data for his own or other purposes and/or provide it to third parties, except for mandatory legal obligations placed on Processor. If Processor processes the Personal Data on the basis of a mandatory legal obligation, then the Processor shall notify Controller of the legal instruction, prior to the processing operation, unless this legislation prohibits such notification for overriding grounds of public interest.
- 2.6. Processor shall store Personal Data which have been made available to him under the conditions of the Licence Agreement no longer than has been agreed (i) for the performance of the Licence Agreement and this Processing Agreement; or (ii) for compliance with a legal obligation.

- 2.7. Processor shall not store in, nor transfer the Personal Data to countries outside the European Economic Area ("EEA"). Processor shall inform Controller immediately of all (planned) permanent or temporary transfer of Personal Data to a country outside the EEA and shall only implement the (planned) transfers after appropriate measures have been taken to safeguard an adequate level of protection of the Personal Data or after the existence of an adequacy decision of the Committee for this transfer has been established. Prior to transfer, Controller is explicitly given the opportunity to take all (legal) measures to enable the transfer. The transfer is only permitted after Controller has informed Processor in writing that rules and regulations regarding the transfer of Personal Data have also been met by Controller.
- 2.8. Processor stores and processes anonymised Personal Data for statistical purposes.
- 2.9. Processor shall observe all applicable rules and regulations and the codes of conduct on the protection of Personal Data in the processing of the Personal Data.

3. Security and Notification Obligation of Data Breaches

- 3.1. Processor states to have adopted, maintain and, if necessary, adapt appropriate technical and organisational measures, to protect the Personal Data against loss, forgery, unauthorised disclosure or access, or any other form of unauthorised processing. Appendix 2 states the definition of the security measures definitely taken by Processor at the time of the conclusion of this Processing Agreement.
- 3.2. Processor ensures that his (own or hired) employees, involved in the processing of the Personal Data, know Processor's obligations included in this Processing Agreement and are contracted to comply with these obligations.
- 3.3. In the event of a suspected or an actual (i) data breach; (ii) violation of security measures; (iii) breach of confidentiality or (iv) loss of confidential information, Processor shall notify Controller as soon as possible, but at least within 48 hours after the first discovery of the incident, via Controller's contact information as known to Processor. Processor shall at least provide information about (i) the nature of the incident or data breach, (ii) the (potentially) affected (personal) data, (iii) the identified and the expected consequences of the incident or data breach on the (personal) data, and (iv) the measures Processor has taken and shall take.
- 3.4. Processor shall take in fairness all necessary measures to prevent or limit (further) unauthorised disclosure, alteration, and distribution or otherwise unauthorised processing and shall terminate and avoid a (future) violation of security measures, breach of confidentiality or further loss of confidential data, without prejudice to Controller's right to damages or other measures. This provision applies to incidents that occur at Processor and any Sub-processors.
- 3.5. At the request of Controller, Processor shall collaborate in notifying the competent authorities and Data Subject(s). Processor and his Sub-processors are not authorised to notify autonomously the competent authorities and/or Data Subject(s).
- 3.6. Processor makes written agreements with Sub-processors on the reporting of incidents to Processor, which enable Processor and Controller to observe the obligations in case of an incident as defined in section 3, paragraph 3. These agreements should at least include the obligation of Sub-processors to notify Processor immediately, but at least within 24 hours after the first discovery of an incident as defined in section 3, paragraph 3 and to collaborate in notifying the competent authorities and Data Subject(s) at the request of Controller.

4. Confidentiality

- 4.1. Processor is under contract to ensure the confidentiality of the Personal Data, unless a statutory regulation and/or by court order to the contrary, and refrain from making these available directly or indirectly to third parties.
- 4.2. Processor shall ensure that his employees and any third party/parties which perform take cognizance of the Personal Data, are bound by, and comply with the confidentiality as specified in this section.
- 4.3. Processor shall notify Controller immediately of any request for information, distribution, or any other type of retrieval and disclosure of the Personal Data.

5. Engaging Sub-Processors

- 5.1. Controller grants Processor permission to call in Sub-Processors as included in Appendix 3, for processing of Personal Data. Should Processor intend to call in new Sub-processors or if changes may occur, Processor shall notify Controller of this, so Controller can raise objections to this intention.
- 5.2. Processor ensures that the Sub-processor concerned assumes in any case the same obligations as are stipulated for Processor in this Processing Agreement.
- 5.3. Processor always remains the contact person for Controller, in the relation between the parties. The permission granted by Controller does not alter the responsibility and liability of Processor for the observance of the Processing Agreement. Should the Sub-processor fail to fulfil his obligations, Processor shall remain fully liable to Controller for the fulfilling of the obligations of that Sub-processor.

6. Audit

- 6.1. Controller is entitled to audit, or arrange for audits, the compliance with the provisions of this Processing Agreement once every calendar year, after prior written notice, provided with an explanation of the scope and the audit process, and in observance of a period of ten working days.
- 6.2. Processor shall render his assistance to this and provide timely the information relevant to the audit.
- 6.3. Processor may, after consultation with Controller, choose to replace the audit with a Third-Party Declaration.
- 6.4. The persons conducting an audit at Processor, should comply with the security procedures as they apply to Processor. An audit should not unnecessarily disrupt Processor's business operations.
- 6.5. Controller bears the costs of the audit, including the costs of Processor's employees supervising the audit. Should the audit show that Processor has seriously and materially failed to comply with this Processing Agreement, the costs of the audit shall be at the expense of Processor.

- 6.6. Processor is familiar with the autonomous audit powers of the Dutch Authority Personal Data and any other supervisor to whose supervision Controller is subject and shall grant these supervisors access, as the occasion arises, and render assistance to any audit with regard to the Personal Data processed on the basis of the Licence Agreement.

7. Rights of Data Subjects

- 7.1. Processor renders assistance to Controller, taking into account the nature of the processing and as far as possible, to comply within the legal deadlines with the obligations on the basis of the GDPR or other applicable regulations, more particularly the rights of Data Subjects, such as requests for access, improvement, addition, removal, protection or transfer of Personal Data and the enforcement of an honoured registered objection.
- 7.2. Should a Data Subject wish to exercise one or more rights in such a manner that the Service Processor provides to Controller does not provide for, Controller may request Processor to render assistance in this matter. Such requests should be submitted clearly defined. RTD applies a maximum response time of 5 working days for such requests. The costs incurred by Processor for such requests shall be charged to Controller at the current hourly rate of Processor.
- 7.3. Should a Data Subject report directly to RTD to exercise one or more rights, RTD shall refer this Data Subject to Controller instantaneously.

8. Transfer and Destruction of Data

- 8.1. Upon termination, rescission, or cancellation of this Processing Agreement, on any ground or in any manner, Processor shall, of his own accord, at reasonable expenses by arrangement:
- a. provide Controller with all Personal Data in the manner and format Controller reasonably requests,
 - b. immediately cease the processing of Personal Data,
 - c. provide Controller with all documents in which the Personal Data are recorded, and
 - d. delete permanently from all data carriers all Personal Data stored electronically in accordance with Controller's preference or, insofar as permanent deletion from the data carrier is not possible, destroy the data carriers, unless storage of (certain parts of) the Personal Data is mandatory by Union or Member State law.
- 8.2. Processor shall confirm in writing to Controller that Processor has complied with all obligations under this section, at the request of Controller.
- 8.3. Processor shall be obliged at all times to destroy all transcripts and copies of the information emanating from Controller and/or processed under the conditions of the Licence Agreement with reference to Controller, at Controller's request, within the reasonable term determined by Controller.
- 8.4. Processor may derogate from the preceding paragraphs, insofar as a legal (retention) period should apply with regard to the Personal Data, or insofar as this is necessary to prove to Controller observance of his obligations
- 8.5. The costs incurred by Processor due to the destruction and/or transfer of (personal) data are at the expense of Controller.

9. Duration, Termination and Amendments

- 9.1. This Processing Agreement is complementary to the Licence Agreement and has the same duration as the Licence Agreement and ends as soon as the Licence Agreement ends.
- 9.2. The provisions from this Processing Agreement shall continue to apply insofar as necessary for the settlement of the rights and obligations arising from this Processing Agreement.
- 9.3. Amendments of this Processing Agreement shall be valid only as agreed in writing between both Parties.

10. Final Provisions

- 10.1. Should the provision of the Licence Agreement be in conflict with the provisions of the Processing Agreement, then the provisions of the Processing Agreement prevail.
- 10.2. Unless stipulated otherwise in the Licence Agreement, Dutch Law applies to this Processing Agreement.
- 10.3. All disputes arising from or relating to this Processing Agreement shall be submitted exclusively to the competent court in Utrecht.

Appendix 1. Categories of Personal Data

The categories of Personal Data which have been provided to Processor and may be processed for the purpose of the performance of the Service are defined below.

Licensee of RunTheDay Services

Processed Data (Mandatory)

- a. Company Name
- b. Address (optional)
- c. Contact person
- d. E-mail address
- e. Phone Number
- f. User's Name
- g. User's E-mail address or User's phone number

Processing Objectives

- Supporting Licensee's administrative process of collecting data through users, here understood as the processing and modification of Licensee's Company Data and Personal Data of their users.

Retention Period

- To be indicated by Licensee.

Appendix 2. Definition of the Security Measures

RunTheDay applies an active policy in the field of security. For this purpose, a system of policy and measures has been installed, including an active monitoring of the operation and of effective performance.

Processor sees to an adequate instalment and operation of:

- a. Physical and Logical Access Security;
- b. User Management (authorisation management);
- c. Change Management with regard to changes, releases, and configuration;
- d. Backup Procedure;
- e. Maintenance Management;
- f. Availability Control;
- g. Logging and Monitoring;
- h. Maintenance Emergency Plan;
- i. Compliance with SSL Certificate Instructions and Conditions;
- j. Event Management.

Appendix 3. Sub-Processors

Processing Controller agrees to the following Sub-Processor of RunTheDay:

- In2IP B.V..
role: data hosting

with data centres in the following locations:

Primair Equinix AM8
Gyroscoopweg 2E
Amsterdam

Digital Realty AMS1
Science Park 120
Amsterdam

(for backup purposes)