

Processing agreement

Version 1.1 dated 12-13-2019

Subject of the Agreement

1. This processing agreement applies exclusively to the processing of personal data in the context of the Agreement between the Organisation and Trecxs for the performance of agreed services (the **Processors Agreement**).
2. This Processors' Agreement sets out the rights and obligations reciprocally with regard to the processing of personal data by Trecxs.
3. Concepts from the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as "**GDPR**") such as: "**Data subjects**", "**personal data**", "**processing**", "**Processor**", "**Processing Manager**" have the meaning given to them in the GCU.

Execution of processing

1. The Organisation has various data at its disposal, including personal data of various data subjects (the **Data Subjects**) within the meaning of the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens) and the GDPR. These are, for example, the data that Users enter when creating an account or in an assignment. The Organization acts as **Processing Responsible Party**.
2. The Organization stores this data in the Organization account. Trecxs will take care of the storage, processing, processing and security of these personal data (the **Processing**). Trecxs hereby acts as **Processor within the** meaning of the GDPR.
3. During the performance of the services referred to in the Agreement, Trecxs may process personal data on behalf of the Processing Responsible Party. An overview of the data and the purposes for which the personal data are processed and a description of the processing(s) are included in Trecxs's [Privacy Statement](#).
4. Trecxs will handle the personal data with care and will only process the personal data in accordance with this Agreement and the regulations in the GDPR, to the extent that as these regulations are aimed directly at processors.
5. Trecxs will not process the personal data for any other purpose or in any other way than is necessary for the performance of the Agreement, if there is a legal obligation to do so and in accordance with the instructions of Organisation, including the instructions laid down in this Processors Agreement. Trecxs also has no control over the purpose and means of processing the personal data. The organisation's instructions must not be inconsistent with the GDPR.
6. Under no circumstances will Trecxs process personal data originating from the Organisation in the context of the Agreement for its own purposes.
7. Trecxs further guarantees that persons acting under its authority will only process personal data in a lawful manner and in accordance with this Processing Agreement and the GDPR.
8. At the request of the Organisation, Trecxs will provide the Organisation with information about the (security) measures taken to comply with the obligations under the GDPR and this Agreement.
9. The obligations of Trecxs arising from this Agreement also apply to those who process personal data under the authority of Trecxs, including but not limited to employees.

Warranty Organization

Organisation guarantees that the processing of the personal data of the Data Subjects, as referred to in this Agreement, is not unlawful and that the rights of others are not violated. The organisation indemnifies Trecxs against all claims relating thereto.

Notification to the Dutch Data Protection Authority

1. The Organisation is responsible for reporting the processing of personal data to the Dutch Data Protection Authority, if this is required under the GDPR or other relevant privacy legislation such as the Dutch Personal Data Protection Act (the **Wbp**).
2. If Organisation does not make this notification, Organisation guarantees that the processing of personal data falls under one of the exemptions laid down in the Dutch Personal Data Protection Act and that therefore no notification needs to be made to the Dutch Data Protection Authority.

Transfer of personal data

1. Trecxs processes the personal data within the European Union. The transfer of personal data to countries outside the European Union is not permitted.
2. Trecxs will notify the Organisation of the country or countries in which the personal data processed by Trecxs on behalf of the Organisation will be processed.

Security measures and incidents

1. Trecxs takes all appropriate technical and organisational measures to protect the personal data against loss or any form of unlawful processing. These measures shall ensure an adequate level of security of the personal data processed.
2. In any event, Trecxs will take the following measures to this end:
 - Security of network connections via Secure Socket Layer (SSL) technology;
 - Security of the data in the cloud in accordance with the ISO 27001 standard;
 - User password encryption;
 - Encryption of textual data in Trecxs;
 - Restriction of access to data by Trecxs staff.
3. Trecxs will assist the Organization, where possible, in ensuring an appropriate level of security by the Organization.
4. Trecxs will report theft, loss or misuse of personal data to Organisation and the Dutch Data Protection Authority as soon as possible. Where necessary, Trecxs will fully cooperate in adequately informing the persons involved about such security incidents or data leaks.

Duration and termination

1. This Processors' Agreement between Trecxs and the Organisation is for an indefinite period of time and runs for as long as the Organisation has an account.
2. If this Processing Agreement terminates or is dissolved, Trecxs and the Organisation must continue to comply with the provisions of this Processing Agreement relating to confidentiality, liability, indemnification and all other provisions which, by their nature, are intended to continue after termination or dissolution of this Processing Agreement.
3. The organisation has the opportunity to download all data, including personal data, present at Trecxs on the basis of this Processors Agreement to another location until the termination or dissolution of this Processors Agreement. Trecxs will delete or destroy all current data, including personal data, held by Trecxs pursuant to this Processing Agreement within 3 months of termination.
4. Data archived in technical backups of the database will be kept longer.

Secrecy of processed data

1. All personal data processed by Trecxs for the organisation are subject to a duty of confidentiality towards third parties. All persons employed or working on behalf of Trecxs, as well as Trecxs itself, are obliged to keep the personal data confidential.
2. Trecxs will not provide, copy or otherwise reproduce or publish the personal data to third parties without the consent of the Organisation.

3. If Trecxs receives a request from a third party to provide access to the personal data on the basis of an alleged (statutory) obligation, it will first inform the Organisation in writing before giving the third party access to the personal data, so that the Organisation can assess whether the request from that third party is well-founded.

Assistance

1. Trecxs will assist the Organisation, where possible, in responding to requests from Data Subjects regarding the exercise of their rights. This may include, for example, a request by the Data Subject to access, rectification, deletion or restriction of the processing of personal data and the right to data portability. To this end, Trecxs takes appropriate technical and organisational measures.
2. Trecxs shall, if requested by the Organisation, provide all necessary information required by the Organisation to carry out audits, inspections and data protection impact assessments.
3. The Organisation shall bear all costs relating to the exercise of the rights and obligations under the foregoing provisions.

Sub-processors

1. Trecxs makes use of a number of external services when providing the Services. Because these services process (part of) the personal data held by Trecxs, they act as sub-processors within the meaning of the GDPR (the **Sub Processors**). For example, Trecxs uses Google Cloud Services to store data and Moneybird for invoicing.
2. Trecxs will only employ other Sub-Processors if this is necessary to perform specific processing activities for the Services.
3. Trecxs will notify the Organization if a Sub Processor is added or replaced. The Organization may object to this.
4. All Sub-Processors shall be bound by the same terms and obligations as set forth in this Agreement.

Liability

Trecxs is not liable for damage caused by following the instructions of the Organisation if these instructions are in conflict with the GDPR. Trecxs will immediately notify the Organisation if it believes that any instructions are in breach of the GDPR or other legal provisions on the protection of personal data.

Version 1.1 dated 12-13-2019