Your Own Net

Data Processing Agreement

Document Ref.	DPA 001
Version:	1
Dated:	29/08/2018

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1 Parties to the Agreement

The Controller: Coöperatie Bestduurzaam, U.A.Buntvelden 7, 5685JD Best, Netherlands

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The Processor: Your Own Net SAS, 34 Rue Georges Clémenceau, 79000 NIORT, France
Company no. 822 430 419

2 Scope and Roles

2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by the Processor on behalf of the Controller.

2.2 For purposes of this agreement, Bestduurzaam and Your Own Net SAS agree that Bestduurzaam is the Controller of the Personal Data and Your Own Net is the Processor of such data. In the case where Bestduurzaam acts as a Processor of Personal Data on behalf of a third party, Your Own Net SAS shall be deemed to be a Sub-Processor.

2.3 These Terms do not apply where Your Own Net SAS is a Controller of Personal Data.

3 Definitions

3.1 For the purposes of this Agreement, the following definitions shall apply:

Terms used but not defined in this Data Processing Agreement (e.g., "processing", "controller", "processor", "data subject") shall have the same meaning as in Article 4 of the GDPR.

4 The Processing

4.1 The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of data subjects shall be as defined in Schedule 1 of this Agreement.

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5 Obligations and rights of the controller

5.1 Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that Processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.

5.2 Where proportionate in relation to Processing activities, the measures referred to in paragraph 5.1 shall include the implementation of appropriate data protection policies by the Controller.

5.3 The Controller shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

6 Obligations of the Processor

6.1 The Processor shall:

6.1.1 process the Personal Data only on documented instructions from the Controller;

6.1.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

6.1.3 take all measures required pursuant to Article 32 of the GDPR, namely to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of natural persons including, as a minimum, the measures set out in Schedule 2 of this Agreement;

6.1.4 respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor, namely that the Processor may not engage another Processor (Sub-Processor) without the prior authorisation of the Controller. Those Sub-Processors that are authorised by the Controller at the date of this agreement are listed in Schedule 3. In cases where another

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Processor is engaged, the Sub-Processor must be subject to the same contractual terms as described in this Agreement;

6.1.5 assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

6.1.6 assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;

6.1.7 at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data;

6.1.8 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;

7 Duration and Applicable Law

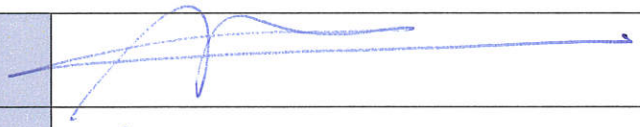
7.1 This Agreement shall continue in effect for so long as the Processor is processing Personal Data on behalf of the Controller.

7.2 This Agreement shall be governed by the laws of France and subject to the exclusive jurisdiction of the courts of France.

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8 Signatures

Signed for and on behalf of Bestduurzaam :

Signature	
Name	Arjan Buckholz
Title	secretaris
Date	11-9-2018

Signed for and on behalf of Your Own Net SAS:

Signature	
Name	N. Décaris
Title	Director of Your Own Net SAS
Date	29/08/2019

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SCHEDULE 1 – Description of the Processing

Subject matter and duration of the Processing	Data storage services on clouddrive with nexcloud sofware under controle of the controler (customer)
Nature and purpose of the Processing	Data storage services on behalf en controlled by controler. The controller manages accounts of people storing and sharing data.
Type of Personal Data and categories of data subjects	Unstructured data documents : account names of people's account on behalf of controller email-adresses of people's account on behalf of controller phone number of people's account on behalf of controller

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SCHEDULE 2 – Technical and Organisational Measures

The following security measures shall be implemented by the Processor, as a minimum and are available from Your Own Net SAS on request.

1.1 Data Processing Agreement
1.2 Privacy and Personal Data Policy
1.3 Data Subject Request Procedure
1.4 Records Retention and Protection Policy
1.5 Website Privacy Policy

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SCHEDULE 3 – Sub-Processors

As at the date of this agreement, the Sub-Processors we use have been notified by the Processor to the Controller with respect to

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