Instant Magazine Processor Agreement
dated May 2018

Article 1 Applicability
1-1 The use the services of Instant Magazine pursuant to the licence agreement (the "Licence Agreement"), including by editing and publishing Magazines and/or using Forms, may constitute the processing of personal data within the meaning of Article 4.2 of the General Data Protection Regulation ("GDPR"). To the extent that you process personal data by using the services pursuant to the Licence Agreement and such processing is governed by the scope of the GDPR, the provisions of the present processor agreement (the "Agreement") will apply.

Article 2 Scope and Purposes
2-1 Instant Magazine (the "Processor") undertakes to process personal data on your instructions subject to the provisions of this Agreement. You will hereinafter be referred to as the "Controller".
2-2 Given the nature of the services pursuant to the Licence Agreement, the Processor will not have any insight into the nature and type of personal data processed by the Processor for purposes of the services referred to in paragraph 1 or the categories of data subjects from whom they originate. The Controller instructs to process all categories of personal data and data subjects, to the extent processed by the Controller through the services of the Processor.
2-3 The Processor will process personal data solely for purposes of the Processor's storage on the Processor's servers or those of third parties engaged by the Processor, of the online magazines and/or forms created by or on behalf of the Processor. The Processor will not process the personal data for any purpose other than those established by the Controller. The Controller will notify the Processor of the purposes of processing to the extent not already stated in this Agreement.
2-4 The personal data to be processed on the instructions of the Controller will remain the property of the Controller and/or the relevant data subjects.

Article 3 General Obligations
3-1 The Processor will be responsible only for the processing of the personal data subject to this Agreement, in accordance with the instructions of the Controller and subject to the express ultimate responsibility of the Controller. In no event will the Processor be responsible for any other processing of personal data, in any event including but not limited to the collection of the personal data by the Controller, processing for any purposes other than those communicated by the Controller to the Processor, processing by any third parties and/or for any other purposes.
3-2 The Controller warrants that the contents and the use of, and the instruction to process, the personal data as referred to in this Agreement are not unlawful and do not infringe any rights of third parties, including the data subjects. The Controller will indemnify the Processor against any claims brought by third parties, including authorities, as a result of breach of this obligation.

Article 4 Processor Obligations
4-1 In respect of the processing referred to in article 2, the Processor will ensure compliance with the applicable laws and regulations, in particular the GDPR.
4-2 The Processor's obligations as ensuing from this Agreement will also extend to those processing personal data under the authority of the Processor, including but not limited to employees, in the broadest sense.
4-3 To the extent within its power, the Processor will lend its assistance to the Controller for purposes of implementation of DPIAs within the meaning of Article 35 GDPR.

Article 5 Engaging Third Parties or Subcontractors
5-1 For purposes of this Agreement, the Processor may engage sub-processors, by having the personal data processed by the Controller for purposes of use of the services stored on third-party servers.
5-2 The Processor will ensure that such third parties undertake in writing at least the same obligations as agreed between the Controller and the Processor.
5-3 The Processor warrants proper compliance with the obligations under this Agreement by any such third parties and, in the event of errors by such third parties, will be liable for any and all damage as if it had committed such error or errors itself, the Processor's liability being limited to that provided for in article 12 of this Agreement.

Article 6 Security
6-1 The Processor will endeavour to take appropriate technical and organisational measures to protect the personal data to be processed against loss or any form of unlawful processing (such as unauthorised access, impairment, modification or disclosure of the personal data).
6-2 The Processor does not warrant that the security will be effective under any and all circumstances. If the Agreement does not state any expressly described security mechanism, the Processor will endeavour

to ensure that the security level is not unreasonable given the state of the art, the sensitivity of the personal data and the costs associated with security.

6-3 The Controller will make personal data available to the Processor for processing only if it has ascertained that the required security measures have been taken. The Controller will be responsible for compliance with the measures agreed between the Parties.

Article 7 Notification of Security Incident of Data Leak

7-1 In order to enable the Controller to perform its obligations under Articles 33 and 34 GDPR, the Processor will notify the Controller of any security incident or any data leak promptly upon discovery. A security incident will be understood as any breach of security within the meaning of article 6 of this Agreement. A data leak will be understood as any personal data breach within the meaning of Article 4.12 GDPR.

7-2 The Controller will be responsible for notification of the supervisory authority and/or any data subjects in the event of any data leak within the meaning of Articles 33 and 34 GDPR.

7-3 The notification by the Processor as referred to in article 7.1 will in any event include, to the extent applicable:
- the nature of the personal data breach, where possible stating the categories of data subjects and personal data involved and an estimate of the number of data subjects and personal data records involved;
- the name and contact details of the data protection officer or another contact for more information;
- the likely consequences of the personal data breach;
- the measures proposed or taken by the Processor in order to address the personal data breach, including, if the situation arises, the measures to mitigate any adverse effects thereof.

7-4 The Processor will document any data leaks in accordance with Article 33.5 comprising the facts relating to the personal data breach, its effects and the remedial action taken. The Processor will give the Controller access to such documentation on request.

Article 8 Handling requests from data subjects

8-1 In the event that a data subject submits a request to exercise their statutory rights (within the meaning of Articles 15 to 22 inclusive of the GDPR) to the Processor, the Processor may handle the request from the data subject itself subject to notification of the Controller of such handling.

8-2 The Processor may, however, pass on any costs of handling the request to the Controller.

Article 9 Monitoring compliance with security requirements

9-1 The Controller will have the right to instruct a third party, subject to a confidentiality obligation, to conduct audits in respect of compliance with the security requirements and any related matters.

9-2 Such audits may be conducted at the request of the Controller once per year, as well as in the event of suspected abuse of personal data. An audit will be conducted only after scheduling an appointment with the Processor, the Controller determining the desired scope of the audit in as concrete terms as possible, as the Processor must determine in advance whether the audit may disrupt any systems or services.

9-3 The Processor will lend its cooperation in the audit and provide all such information, including supporting data, such as system logs, and resources, as may be reasonably relevant to the audit as soon as possible.

9-4 The findings of the audit conducted will be reviewed by the Processor and may, at the Processor's discretion and in such a manner as the Processor may determine, be implemented by the Processor.

9-5 The costs of the audit will be payable by the Controller.

Article 10 Confidentiality

10-1 Any and all personal data received by the Processor from the Controller and/or collected by the Processor itself for purposes of this Agreement must be kept confidential vis-à-vis third parties. The Processor will not use such information for any purposes other than the purpose for which it was obtained.

10-2 This confidentiality obligation will not apply to the extent that the Controller has granted its express consent to disclosure of the information to third parties, if disclosure of the information to third parties is logically necessary given the nature of the instruction given and performance of this Agreement, or in the event of a statutory duty to disclose the information to third parties.

Article 11 Term and termination

11-1 This Agreement will continue in effect for the term of the Licence Agreement and, in the absence thereof, or in the event that, for any reason whatsoever, the processing should continue after termination of the Licence Agreement, in any event for the duration of the partnership.

11-2 Upon termination of the Agreement, for any reason and in any manner whatsoever, the Processor will erase any and all personal data in its possession, unless storage is required pursuant to Union or Member State law.

Article 12 Liability and indemnification
12-1 The Parties expressly agree that any liability will be governed by the provisions of article 6 of the "Instant Magazine General Terms and Conditions" as applicable to the Licence Agreement.
12-2 "Consequential Damage" within the meaning of article 6.2 of the general conditions referred to in paragraph 1 will be understood to include any claims brought by the Controller against the Processor, on any basis whatsoever, as a result of (1) fines, penalties, administrative enforcement orders, or other costs incurred by the Controller, in connection with investigations or enforcement by any supervisory authority within the meaning of Article 4.21 GDPR, and (2) costs in connection with notification of the supervisory authority and data subjects within the meaning of Articles 33 and 34 GDPR, and (3) any claims brought by data subjects against the Controller, on any basis whatsoever, as a result of the processing by the Processing by the Processor.
12-3 The Controller will indemnify the Processor against any claims brought against the Processor by a supervisory authority as referred to in article 12.2 or by data subjects, on any basis whatsoever, as a result of the processing of personal data by the Processor pursuant to this Agreement or the Licence Agreement.

Article 13 Transfer of personal data
13-1 The Processor may process the personal data in countries within the European Union.   In addition, the Processor may also transfer the personal data to a country outside the European Union for purposes of proper performance of the service or services pursuant to the Licence Agreement, provided that this is permitted by the GDPR.

Article 14 Applicable law and dispute resolution
14-1 The Agreement and its performance will be governed by the laws of the Netherlands.
14-2 Any disputes that may arise between the Parties in connection with the Agreement will be submitted exclusively to the court that has jurisdiction pursuant to the Licence Agreement and the applicable general conditions.