
DATA PROCESSING AGREEMENT

09 October 2023

between

LOYENS & LOEFF LUXEMBOURG S.Á.R.L.

the 'Controller'

and

BARGAIN TECHNOLOGIES BV

the 'Processor'

THIS DATA PROCESSING AGREEMENT is entered into as of the date of later of the signature below:

BETWEEN

- (1) **Loyens & Loeff Luxembourg S.à.r.l.**, a private company with limited liability, registered under the Companies Act 1956, having its registered office at 18-20 rue Edward Steichen, L-2540 Luxembourg (the **Controller**); and
- (2) **Bargain Technologies BV**, a private company with limited liability, duly incorporated under the laws of the Netherlands, having its registered office in Startbaan 10G, 1185 XR Amstelveen, North Holland, Netherland, registered in the trade register of the Chamber of Commerce under number 83738649 (the **Processor**).

Each referred to as a **Party** and together as the **Parties**.

WHEREAS

- (A) The Controller wishes to appoint the Processor to provide an Employee Wellness Platform to the Controller, as further detailed in Schedule 1. The Processor has agreed to provide such services on the terms set out in the Service Agreement (hereinafter referred to as the "Principal Agreement") dated 9 October 2023. The Processor agrees to process personal data as instructed in this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

- 1.1. In this Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
 - "**Agreement**" means this data processing agreement;
 - "**Principal Agreement**" has the meaning as described in recital (A);
 - "**Personal Data**" means any- information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly.
 - "**Controller Personal Data**" means any Personal Data disclosed by the Controller to the Processor and processed by the Processor on behalf and under the instructions of the Controller pursuant to or in connection with the Agreement;
 - "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into national legislation of each Member State and as amended, replaced, or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 and laws implementing or supplementing this regulation;
 - "**GDPR**" means EU General Data Protection Regulation 2016/679.
- 1.2. The terms, "Third Country", "Member State", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. PROCESSING OF CONTROLLER PERSONAL DATA

1. The Parties acknowledge that in the performance of this Agreement, the Processor processes Personal Data on behalf of the Controller.
2. When Processing such Controller Personal Data, the Processor shall:
 - 2.1. comply shall EU Data Protection Laws; and
 - 2.2. not Process Controller Personal Data other than on the Controller's documented instructions, including with regard to transfers of Controller Personal Data to a Third Country or an international organization, unless required to do so by EU or Member State Law to which the Processor is subject. In such a case the Processor shall inform the Controller of that legal requirement before Processing of that Personal Data, unless that legal requirement prohibits such information on important grounds of public interest.
3. Schedule 1 to this Agreement sets out certain information regarding the Processor's Processing of the Controller Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of EU Data Protection Laws). The Controller may make reasonable amendments to Schedule 1 by written notice to the Processor from time to time as Controller reasonably considers necessary to meet those requirements.

2. PROCESSOR'S PERSONNEL

The Processor shall ensure that persons authorized to process the personal data perform such Processing activities in accordance with the instructions given by the Controller and have committed themselves to confidentiality or that these persons are bound to confidentiality by virtue of a legal obligation. The Processor shall guarantee that its personnel have been trained on GDPR before processing Controller Personal Data.

3. SECURITY

- 3.1. The Processor shall at least implement the technical and organisational measures described in schedule 2 to ensure the security of personal data.
- 3.2. The Processor confirms to have put in place and confirms to maintain adequate technical and organizational security measures that provide an appropriate security level and meet the requirements for security measures pursuant to EU Data Protection Laws as referred to in Article 32(1) of the GDPR.

4. SUB-PROCESSING

- 4.1. The Processor shall not engage (or disclose any Controller Personal Data to) a sub-processor without obtaining the Controller's prior written consent. The Controller hereby consents to the list of sub-processors set out in Schedule 3.
- 4.2. The Processor shall establish a Data Processing Agreement with each sub-processor to ensure that each sub-processor performs all the obligations under this Agreement, as they apply to Processing of Controller Personal Data carried out by that sub-processor, as if it were party to this Agreement in place of the Processor, in particular by providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of EU Data Protection Laws.
- 4.3. At the Controller's request, the Processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to

protect business secret or other confidential information, including personal data, the Processor may redact the text of the agreement prior to sharing the copy.

- 4.4. The Processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the sub-processor to fulfil its contractual obligations.
- 4.5. The Processor shall request approval from the Controller of any intended changes concerning the engagement or replacement of sub-processors in advance, thereby giving the Controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor.

5. DATA SUBJECT RIGHTS

- 5.1. Taking into account the nature of the Processing, the Processor shall assist the Controller in complying with its obligations to respond to requests under EU Data Protection Laws, including in any case requests of Data Subjects.
- 5.2. The Processor shall:
- 5.2.1. Without undue delay, and ultimately within 36 hours after receipt, notify Controller if it receives:
- a request from a Data Subject in respect of Controller Personal Data;
 - a (information) request from a competent authority relating to the (Processing of the) personal data; or
 - a third-party complaint or request relating to the obligations of the Processor and/or the Controller under the EU Data Protection Laws; and
- 5.2.2. ensure that it does not respond to that request except on the documented instructions of the Controller or as required by EU or Member State Law to which it is subject, in which case the Processor shall to the extent permitted by that legal requirement inform Controller of that legal requirement before it responds to the request; and
- 5.2.3. provide all reasonable assistance to the Controller in order to enable the Controller to meet and respond to requests as described in provision 6.2.1 in a timely manner.

6. PERSONAL DATA BREACH

- 6.1. The Processor shall notify the Controller in writing at dataprotection@loyensloeff.com without undue delay but at least within 36 hours after discovering, of a Personal Data breach affecting Controller Personal Data, providing Controller with sufficient information to enable the Controller to meet any obligations to report or inform the Dutch Data Protection Authority or any other relevant authority and/or Data Subjects of the Personal Data Breach.
- 6.2. Such notification shall as a minimum:
- 6.2.1. describe the nature of the Personal Data Breach, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
- 6.2.2. communicate the name and contact details of the Processor's data protection officer or other relevant contact from whom more information may be obtained;

- 6.2.3. describe the likely consequences of the Personal Data Breach; and
- 6.2.4. describe the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects
- 6.3. The Processor shall co-operate with the Controller and take all such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 7. **COOPERATION OBLIGATIONS OF THE PROCESSOR**
 - 7.1. The Processor shall, at the request of the Controller, within the specified period, fully and free of charge, cooperate with and assist the Controller, in order to enable the Controller to meet its obligations pursuant to EU Data Protection Laws, including but not limited to the implementation of data protection impact assessments and prior consultations with Supervisory Authorities or other competent authorities, which the Controller reasonably considers to be required pursuant to Article 35 or 36 of the GDPR, taking into account the nature of the Processing.
 - 7.2. The Processor shall immediately inform the Controller in writing if it is (reasonably expected) that the Processor will fail in the performance of one or more obligations under this Agreement.
- 8. **DELETION OR RETURN OF CONTROLLER PERSONAL DATA**
 - 8.1. The Controller may, when the Principal Agreement has ended, at its discretion, demand the Processor by means of a written notification to (i) return all Controller Personal Data to the Controller by means of a secure file transfer in a format as communicated by the Controller to the Processor, or (ii) delete all Controller Personal Data provided by the Controller to the Processor.
 - 8.2. The Processor may only retain Controller Personal Data to the extent required by EU or Member State law and only to the extent and for such period as required by EU or Member State law and always provided that the Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only Processed as necessary for the purpose(s) specified in the by EU or Member State law requiring its storage and for no other purpose.
- 9. **AUDITS**
 - 9.1. The Processor shall make available to the Controller on request all information necessary to demonstrate compliance with the obligations that are set out in these sections and stem directly from EU Data Protection Laws, and shall allow for and contribute to audits, including inspections, by the Controller or an auditor mandated by the Controller in relation to the Processing of the Controller Personal Data by the Processor.
 - 9.2. The costs of an audit are for the account of the Controller, unless the findings of the audit demonstrate that the Processor failed in the performance of one or more obligations under this Agreement, in which case the costs of the audit shall be borne by the Processor.
 - 9.3. The Processor shall immediately inform the Controller if, in its opinion, an instruction (possibly) infringes with EU Data Protection Laws.

10. TERM AND TERMINATION

- 10.1. This Agreement is entered into for the duration of the Principal Agreement. In case the Principal Agreement ends, this Agreement will automatically end as well, with due observance of article 11.2 of this Agreement.
- 10.2. Any obligation arising from this Agreement that by nature has post-contractual effect, including, but without limitation to section 12 and the Processor's obligations under section 9 of this Agreement shall continue to be in effect after the termination of this Agreement.
- 10.3. The Processor shall herewith in advance consent to amendments to this Agreement that due to changed circumstances are necessary to maintain compliance with applicable law.

11. LIABILITIES AND PENALTIES

- 11.1. Processor indemnifies and holds harmless the Controller against all claims and actions of third parties (including, but not limited to competent authorities and Data Subjects) as well as all losses, damages and costs incurred by the Controller that are directly or indirectly the result of or otherwise related to a breach of this Agreement by the Processor.

12. MISCELLANEOUS

- 12.1. Any Party's failure to exercise any of its rights pursuant to or in connection with this Agreement shall not constitute a waiver of such rights or in any other way prejudice such rights.
- 12.2. None of the rights and obligations under this Agreement can be assigned or transferred by the Processor to any third party, including, without limitation, through the sale or contribution of a division or of a business as a whole, or a merger, spin-off or split-up, without the prior written consent of the other Party.
- 12.3. If and to the extent that a provision in the Principal Agreement and/or corresponding agreements between the Parties conflicts with any provision in this Agreement, the provisions in this Agreement shall prevail.
- 12.4. This Agreement may be amended only by written agreement between the Parties, without prejudice to section 2.3 and 11.3 above.
- 12.5. If any provision of this Agreement is declared void or unenforceable by any court or tribunal of competent jurisdiction, the other provisions of this Agreement shall remain to be of effect, unless the latter provisions must be deemed to be indissolubly connected with the void or unenforceable provision. In the event that the other provisions remain valid, both Parties shall endeavor to replace the void or unenforceable provision by a valid provision which reflects the Parties' original intent to the greatest possible extent.
- 12.6. General terms and conditions related to the Principal Agreement shall not apply to this Agreement. In addition, the applicability of any set of general terms and conditions of Processor to this Agreement is hereby explicitly rejected.
- 12.7. The costs relating to the execution of this Agreement are included in the prices and fees as agreed in the Principal Agreement.

13. GOVERNING LAW

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

13.2. For all disputes arising in connection with this Agreement, the parties hereto submit to the exclusive jurisdiction of the courts of Rotterdam.

Executed on 09 October 2023, in two (2) original copies, each party acknowledging receipt of one (1) original copy.



Signed by Frédéric Francher
Name:
Title: Gérant
For and on behalf of Controller

Anuj Sharma

Signed by _____
Name: Anuj Sharma
Title: Director
For and on behalf of Processor

SCHEDULE 1 -
DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

SCHEDULE 2-
TECHNICAL AND ORGANISATIONAL MEASURES

SCHEDULE 3-
LIST OF SUB-PROCESSORS

SCHEDULE 1 –
DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

SCHEDULE 2 -
TECHNICAL AND ORGANISATIONAL MEASURES

SCHEDULE 3-
LIST OF SUB-PROCESSORS

SCHEDULE 1 -

DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

This Schedule 1 includes certain details of the Processing of the Controller Personal Data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of Controller Personal Data

The subject matter and duration of the Processing of the Controller Personal Data are set out in the Principal Agreement, as supplemented by this Data Processing Agreement.

The Controller is engaged into a contract with the Processor about the following products and services.

- Vantage Fit - An Employee Wellness Product of Vantage Circle.

In the above mentioned services and products data processing activities of the Controller take place.

2. The nature and purpose of the Processing of Controller Personal Data

The processing activities of the Processor contain:

- Vantage Fit will process personal data as necessary to perform the services pursuant to the agreement.

3. The types of Controller Personal Data to be Processed

- Email ID (Mandatory), Name(Mandatory), EmployeeID (Non-Mandatory), Country(Mandatory), City(Non-Mandatory), DOB(Non-Mandatory), DOJ(Non-Mandatory), MobileNo (Non-Mandatory), Alternate Email(Non-Mandatory)

4. The categories of Data Subjects to whom the Controller Personal Data relate

- *Loyens & Loeff (Luxembourg) Employees data .*

5. The obligations and rights of the Controller

The obligations and rights of the Controller are set out in the Principal Agreement, as supplemented by this Data Processing Agreement.

**SCHEDULE 2-
TECHNICAL AND ORGANISATIONAL MEASURES**

We are ISO-27001:2013 , ISO 27001:2019 , SOC 2 Type 2 and GDPR Certified.

Personal data stored on the server side are encrypted.

Measures for ensuring ongoing confidentiality, integrity,
availability and resilience of processing systems and services

We regularly conduct Internal and External VAPT testing, for
safeguard of Users Data and Confidentiality ,Availability and
Integrity of our applications

Access control is enforced on who can access Clients data.

Events are logged and reviewed by the security team.

We conduct ISMS training for our employees and also conduct
Internal External audits annually.

We allow data portability and ensure erasure.

**SCHEDULE 3-
LIST OF SUB-PROCESSORS**

The processor works with the following sub-processors and for following purposes.

Name and address	Jurisdiction	Description of the processing activity
Digital Ocean, Amsterdam, NL	Netherlands	IAAS Provider