BUCKAROO

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BY BUCKAROO

Processor Agreement

2023 v1

Buckaroo B.V. hereinafter referred to as: "the Processor"
and
Merchant hereinafter referred to as: "the Controller"

Take the following into consideration:

1. The Processor and the Controller have concluded a Connection Agreement (the "Agreement") in relation to the processing of payments of the Controller for the term of the Agreement within which context the Controller and the Processor may process Personal Data in accordance with the Algemene Verordening Gegevensbescherming ("AVG"), internationally generally known as General Data Protection Regulation ("GDPR");
2. Within the context of the Agreement, the Processor shall process Personal Data for the benefit of the Controller and in accordance with the instructions and under the responsibility of the Controller;
3. The Controller is obliged, pursuant to the AVG, to conclude a Processor's Agreement with the Processor, which regulates among other things the technical and organisational security of the Personal Data by the Processor;

Article 1. Data and security

1.1 The Processor will process Personal Data within the context of the performance of activities for the Controller under the Agreement, in accordance with the instructions and under the responsibility of the Controller, such to include the name of the Customers, account and/or card details, and the e-mail addresses of Customers of the Merchant, but shall take no decisions about the Personal Data to be processed, any use of such, the issuing of such to third parties, or the period of storage of the Personal Data. Only with respect to the (technical and organisational) arrangement of its payment services and the fulfilment of the relevant legislation and regulation in that context shall the Processor take decisions about the purposes and the means of the processing, and only with respect to such shall the Processor qualify as a data controller in the sense of Article 28 paragraph 10 of the AVG.

1.2 The Personal Data to be processed by the Processor, irrespective of the way they were obtained, are and remain the property of the Controller.

1.3 When processing Personal Data, the Processor will act in accordance with the applicable legislation and regulations concerning the protection of Personal Data, such to include the AVG, and shall immediately notify the Controller in writing if the Processor is of the opinion that the instructions given by the Data Controller are contrary to the AVG and/or other legislation and regulations.

1.4 The Processor shall, and guarantees that all persons acting under its authority shall:

a) maintain confidentiality with respect to the Personal Data and any other confidential information which they have access to, unless and insofar as any Dutch or EU statutory regulation requires them to disclose such - in which case the Processor shall notify the Controller about this immediately in writing, unless that legislation prohibits such a notification for serious reasons of public interest - or the necessity of making a disclosure arises out of their tasks;

b) only process the Personal Data at the order of and for the Controller and insofar as necessary in connection with the agreed service delivery, unless and insofar as any Dutch or EU statutory regulation requires them to process such - in which case the Processor shall inform the Controller about this immediately in writing, unless that legislation prohibits such a notification for serious reasons of public interest - and shall follow all written instructions of the Controller; and

c) notwithstanding that which is provided for under 1.4 (b), not process (or commission the processing of) the Personal Data for any other purpose and shall not perform any other activities with the Personal Data, except as agreed within the framework of the service delivery.

1.5 The Processor will implement appropriate technical and organisational measures in the sense of the AVG, maintain them, and if necessary adjust them in order to protect the Personal Data against destruction, either by accident or unlawfully, against loss, forgery, unauthorised dissemination or access, and any other form of unlawful processing, taking into account the state-of-the-art of the technology and the cost of implementing such, in order to offer a suitable level of security in light of the risks associated with the

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processing and the nature of the Personal Data. The Processor implements at least the measures referred to in Article 8, that comply with the guidelines from the Data Protection Authority of February 2013. The Processor shall follow the specific instructions of the Data Controller in relation to the data protection measures to be taken insofar as possible.

1.6 The Controller has the right, without prior notification, to implement those measures that are necessary in order to investigate whether the Processor has implemented adequate technical and organisational measures. The costs involved with this investigation shall be for the account of the Controller unless the Controller concludes based on this investigation that the Processor has failed to implement (sufficient) adequate technical and organisational measures.

1.7 The Controller has the right to implement the required security measures or to have them implemented for the account of the Processor if the Processor fails to implement security measures as provided for in this agreement, but not before the Controller has given the Processor notice of default, providing a term of at least 30 days to then comply with its obligation to implement security measures. If such is required due to the urgent nature of the matter, the Controller will have the right to implement the security measures or have them implemented immediately without further notice of default.

1.8 The Processor shall only process the aforementioned Personal Data in the EEA, and shall not give access to the Personal Data to, and/or shall not issue the Personal Data to, a recipient outside the EEA, unless the Controller has given its express prior written permission for such, and except and insofar as any Dutch or EU statutory regulation requires them to disclose such - in which case the Processor shall notify the Controller about this immediately in writing, unless that legislation prohibits such a notification for serious reasons of public interest. The granting of this permission and/or the attachment of any conditions to this permission shall be at the sole and exclusive discretion of the Controller.

Article 2. Confidentiality

2.1 All information the Processor receives from the Controller is subject to an obligation of confidentiality towards third parties that continues to apply after the agreement has ended.

2.2 The Processor will store the information in such a manner that unauthorised persons do not have access to it.

2.3 The Processor will not use this information for any purpose other than the one for which it received it, even if it has been changed to such a format that it can no longer be traced back to the Controller or natural persons.

2.4 This duty of confidentiality does not apply if the Controller has given its prior written approval for the provision of information to third parties or if the provision of information to third parties is logically necessary in view of the nature of the assignment issued to the Processor by the Controller. The duty of confidentiality does not apply if the Processor is obliged to provide the information to a third party pursuant to a statutory obligation.

2.5 If the Processor is unsure whether it can provide information to third parties, it will consult with the Controller about such.

Article 3. Engaging third parties or subcontractors (*sub-processors)*

3.1 The Processor can use the services of a third party within the context of this Processor's Agreement if and to the extent that the Controller has given its express prior written approval for such, which approval will not be withheld on unreasonable grounds. The Controller has the right to attach further conditions to the approval.

3.2 The Processor is fully responsible for this third party and it will impose on this third party the same obligations that arise for it out of this agreement. Furthermore, the Processor will stipulate contractually towards the aforementioned third party that any subcontractors cannot be engaged without the prior written approval of the Controller. The Controller has the right to attach conditions to the approval. The Processor will also impose the obligation on the aforementioned third party that the same obligations as provided for in this agreement are imposed in turn on its subcontractors, which have been approved by the Controller. The Processor remains jointly and severally liable in the event third parties (or their subcontractors) are engaged by the Processor.

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3.3 The Processor will always notify the Controller of the third parties it actually engages for the performance of this Processor's Agreement.

Article 4. Audits within the context of the AVG

4.1 The Controller will monitor the way the Processor performs the Processor's activities. The Controller has drawn up procedures in this connection, and it has the right to implement measures in order to monitor and assess the performance of the Processor in a reliable manner, which monitoring and assessment can be carried out by a third party on behalf of the Data Controller, and the Processor shall make the areas and data necessary for such accessible and provide all the cooperation that can reasonably be required of it. The Controller also has the right to periodically investigate, onsite or otherwise, whether any important changes in the facts and circumstances have occurred compared to the initial assessment of the Processor, which could have an impact on (the continuation of) the activities.

4.2 The Processor is obliged within the context of the provisions of paragraph 1 of this article to notify the Controller of important problems relating to its organisation or its performance as soon as possible after such a problem arises.

4.3 The Controller has the right to conduct audits for the purpose of establishing whether the measures and provisions implemented by the Processor comply with the provisions of this agreement.

4.4 The reasonable costs of the deployment of auditors and the Controller's own personnel and/or a supervisor as referred to in paragraph 3 of this article shall be for the account of the Controller. The Processor is responsible for its own costs in this connection.

4.5 In the event substantial irregularities are discovered during an initial audit, a second audit may be performed by the Controller and/or a supervisor, or a third party engaged by the Controller and/or a supervisor. All costs of the second audit and any further audits will be for the Processor's account if this second audit shows that the irregularities previously discovered are still occurring.

Article 5. Cooperation and information

5.1 The Processor shall notify the Controller as quickly as possible, and in any case within [36 hours], about:

a) A security incident or data leak, such to include a breach of security or a breach of one of the other obligations included in this Processor's Agreement;

b) A complaint or request (e.g., for access, rectification, addition, deletion, or protection) from a data subject whose personal data has been processed; and/or

c) A request or order from, or investigation by, a regulatory authority or other competent authority, insofar as this is permitted under the applicable legislation and regulations.

5.2 The Processor shall as quickly as possible provide the Controller with all the information and cooperation which the Data Controller asks for in connection with the situations described above in subsections a to c of article 5.1. The Processor shall provide the Data Controller with all the cooperation necessary to enable the Data Controller to comply with the applicable privacy legislation and regulations, including in connection with the performance of a data protection impact assessment and/or following (prior) consultations with a regulatory authority or other competent authority.

5.3 If this Processor's Agreement and/or the Agreement ends in any way whatsoever, and/or at the first written request of the Data Controller within 30 days after the ending of such, the Processor shall:

a) Immediately cease all use or other processing; and

b) In all cases within five (5) working days make sure that all documents and/or other data carriers that contain Personal Data and/or which relate to such (including all copies in any form whatsoever), at the choice of the Controller (i) are returned to the Data Controller and/or (ii) are destroyed at the written request of the Controller, notwithstanding that provided for in article 5.4 and except insofar as any Dutch or EU statutory regulation requires them to keep the Personal Data - in which case the Processor shall notify the Controller about this immediately in writing, unless that legislation prohibits such a notification for serious reasons of public interest.

5.4 In light of the specific statutory regulations under financial law that are applicable to the services provided by the Processor, upon the ending of the Agreement the Processor must, either pursuant to a statutory obligation or on the grounds of its legitimate interests (that prevail over the privacy interests of the data

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subjects), in all cases keep a copy of the documents and/or other data carriers that contain Personal Data and/or which relate to the terminated Agreement. It shall do this in a manner whereby technical and organisational measures are taken to guarantee that this information can only be processed for the relevant purposes associated with the applicable statutory obligation or the relevant legitimate interests of the Processor. These copies shall be retained by the Processor for the prescribed maximum statutory period(s).

5.5 The Processor shall inform the Controller in writing about any relevant changes in relation to the service delivery.

5.6 The Controller must always make sure, before any processing of Personal Data by the Processor takes place, that data subjects, whose personal data is being processed by the Processor (including among others, consumers and members of staff, customers, and suppliers of the Controller), are made aware of the parties who process their personal data. The fulfilment of the obligations in this subsection is of vital importance for the Processor, and therefore is a fundamental obligation of the Controller under this Processor's Agreement.

Article 6. Liability and Indemnity

6.1 The Processor is liable for losses that result from a failure to fulfil its obligations under this Processor's Agreement or a failure to do so on time or properly.

6.2 The Processor's liability with respect to the processing of Personal Data under the Agreement is the same as that provided for in the liability provisions of the Agreement.

6.3 The Processor indemnifies the Controller against possible third-party claims that may be brought against the Controller in connection with the performance of the activities for the Controller and which can also be reasonably attributed to the Processor on account of a violation of legislation and regulations, in particular the AVG. The obligation of indemnification is the same as that provided for in the indemnification provisions of the Agreement.

Article 7. Termination of the agreement

7.1 The Processor's Agreement will legally end automatically at the same time the Agreement ends for any reason whatsoever.

7.2 The Controller has the right to terminate the Processor's Agreement with immediate effect, by written notice, and without judicial intervention if this is reasonably desirable and/or necessary in the opinion of the Controller on the basis of the AVG or supervisory legislation.

Article 8. Data protection measures

8.1 Pursuant to paragraph 5 of Article 1 of this Processor's Agreement, the Processor is obliged to implement at least the following measures in relation to all the Personal Data that has or will be processed, unless there are more effective security measures in accordance with the state-of-the-art technology:

a) Personal Data shall be backed up daily in order to ensure that the possible loss of personal data does not exceed one (1) day;
b) The back-ups shall be stored in a (fire-proof) safe place;
c) The Processor shall implement measures for adequate (physical and software-based) access security for the personal data relevant for the activities and the spaces where these data are stored or processed, so that only authorised employees can have access. The Processor shall keep a list of authorised employees. This list shall be shown at the Controller's first request;
d) Checkout and cardholder data are maintained and secured by the processor in a way that is PCI-DSS compliant;
e) Only employees who need to have access to Personal Data for their work shall be authorised;
f) A confidentiality agreement shall be concluded with the authorised employees;
g) The Processor has an adequate and current mechanism for detecting and removing malicious software, including computer viruses.

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