Smart and Easy NV (trading under the tradename "Parble") is a Belgian company that through its Software-as-a-Service (SaaS) product processes customer data, which could include personal data.

To the extent that the activities of the Customer fall within the scope of GDPR, Smart and Easy will abide by the terms of this Data Processing Agreement.

IMPORTANT NOTE: SMART AND EASY does NOT store any personal data which you process using our Services (which are rendered by making our SaaS platform and API available to you as a current or prospective customer). Any such personal data is only present on our platform on a transient basis following processing at your request and will be permanently and irrecoverably deleted and erased after processing.

SMART AND EASY NV ("Parble"), hereafter referred to as "Processor"

AND

CUSTOMER , hereafter referred to as "Controller"

hereinafter collectively referred to as 'Parties' and individually as 'Party',

having regard to the fact that,

For the purposes described in Terms of Use as agreed upon by the Parties, the Controller has instructed the Processor, acting for and on the instructions of the Controller, to process personal data of the Controller;

The Controller (article 4, 7 GDPR) has determined the purpose of and the means for the processing of personal data as governed by the terms and conditions referred to herein;

The Processor (article 4, 8 GDPR) has undertaken to comply with this data processing agreement (hereinafter: 'the Data Processing Agreement') and to abide by the security obligations and all other aspects of the Belgian Data Protection Legislation such as the "Wet betreffende de bescherming van natuurlijke personen met betrekking tot de verwerking van persoonsgegevens" of July 30, 2018;

Any terms used in this Data Processing Agreement shall have the corresponding meaning as defined in article 4 of the GDPR (EU Regulation 2016/679) unless specified otherwise;

the Parties, having regard also to article 28 GDPR, wish to lay down their rights and duties in writing in this Data Processing Agreement, have agreed as follows:

ARTICLE 1. PROCESSING OBJECTIVES

1.1. The Processor undertakes to process personal data on behalf of the Controller in accordance with the documented conditions laid down in this Data

Processing Agreement. The processing will be executed exclusively within the framework of the Agreement, and for all such purposes as may be agreed to subsequently.

1.2. The Processor shall refrain from making use of the personal data for any purpose other than as specified by the Controller. The Controller will inform the Processor of any such purposes which are not contemplated in this Data Processing Agreement.

1.3. All personal data processed on behalf of the Controller shall remain the property of the Controller and/or the relevant data subjects unless provided otherwise by the main Agreement.

1.4. The Processor shall take no unilateral decisions regarding the processing of the personal data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

ARTICLE 2. PROCESSOR'S OBLIGATIONS

2.1. The Processor has furnished sufficient details regarding the measures it has adopted to comply with its obligations under this Data Processing Agreement and the GDPR including, without limitation, the fact that it is seeking ISO 27001 certification and will obtain said certification in the foreseeable future. On reasonable request of the Controller, Processor will inform additional information to the Controller.

2.2. At the request of the Controller, the Processor will assist the Controller to ensure compliance with the obligations regarding data breach notifications/communications, and provided that all reasonable costs will be reimbursed by Controller, Data Protection Impact Assessments and Prior Consultations, taking into account the nature of processing and the information available to the processor.

2.3. The Processor ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.4. The Processor will comply with the specific obligations provided under article 3-9 of this Data Processing Agreement.

2.5. The Processor will act in accordance with all instructions of the Controller with regard to the processing of the persona data in the context of this Data Processing Agreement.

2.6. The Processor will comply with all applicable legislation, regulations and codes of conduct with regard to the processing protection and security of personal data, including but not limited to the GDPR. The Processor acknowledges to be familiar with such legislation, regulations and codes of conduct.

2.7. The Processor is not allowed to transfer, and/or in any way disclose to a third party (for avoidance of all doubt, the term "third party" does not include other processors as described in Article 3 of this Data Processing Agreement), personal

data for its own purposes or any purpose other than those mentioned in this Data Processing Agreement.

2.8. At the Controller's request, the Processor is obliged to grant the Controller access to the personal data, or provide the personal data to the Controller in a manner and format that the Controller considers appropriate. Processor confirms that any personal data that the Controller processes using Controller's Services is not stored permanently and is of a transient nature only with the exception of personal data directly relating to the Controller which are required by the Processor for the proper performance of its contractual rights and obligations (such as VAT number, invoice address, contact details etc.).

ARTICLE 3. TRANSMISSION OF PERSONAL DATA

3.1. The Controller authorises the Processor to engage sub-processors which are located in the European Economic Area or in a country which has obtained an "adequacy decision" from the European Commission.

3.2. The Processor shall inform the controller of any intended changes concerning the addition or replacement of other sub-processors, thereby giving the Controller the opportunity to reasonably object to such changes. The Processor's obligations arising under the terms of this Data Processing Agreement apply also to whomsoever processes personal data under the Processor's instructions.

3.3. If the Processor is required to process personal data outside of the European Economic Area by Union or Member State law to which the Processor is subject, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest and will only do so if it can ensure compliance with applicable law by way of EU-Model Clauses, EU-US Privacy Shield certification or other legally accepted safeguards, as applicable and it will provide evidence of compliance on first request of the Controller, unless that law prohibits to provide such information.

3.4. Upon request, the Processor shall notify the Controller as to which country or countries the personal data will be processed in.

ARTICLE 4. DUTY TO REPORT

4.1. In the event of a data breach, as referred to in articles 32-34 GDPR, the Processor shall, to the best of its ability, notify the Controller thereof with undue delay, after which the Controller shall determine whether or not to inform the Data Subjects and/or the relevant regulatory authority(ies). This duty to report applies irrespective of the impact of the leak. The Processor will endeavour that the furnished information be complete, correct and accurate.

4.2. If required by law and/or regulation, the Processor shall cooperate in notifying the relevant authorities and/or Data subjects. The Controller remains the responsible party for any statutory obligations in respect thereof.

4.3.   The duty to report includes in any event the duty to report the fact that a data breach has occurred, including details regarding:

the (suspected) cause of the leak;

the (currently known and/or anticipated) consequences thereof;

the (proposed) solution;

the measures that have already been taken.

ARTICLE 5.   SECURITY

5.1.   The Controller has taken note of the security measures that the Processor has adopted in relation to the personal data. The Processor has obtained ISO 27001 certification and will remain certified during the lifetime of this agreement between Processor and Controller.

5.2.   Taking into account the nature of the personal data, its processing as referred to in Article 1.1, the associated risks, the prior art, and security-related costs, the Processor has implemented appropriate technical and organisational security measures against loss or any form of unlawful processing (such as unauthorized disclosure, deterioration, alteration or disclosure of personal data) that are acceptable to both Parties.

5.3.   The Controller will only make the personal data available to the Processor if it is assured that the necessary security measures have been taken. The Controller is responsible for assessing the appropriateness of the security measures. The Controller will use its rights as provided under article 8 of the Data Processing Agreement to ensure an adequate level of protection during the entire duration of this Data Protection Agreement.

5.4.   The Processor put a vast array of security measures in place which are summarized in the appendix of this Data Processing Agreement

5.5.   The Processor security contact address is security@contract.fit

ARTICLE 6.   HANDLING REQUESTS FROM INVOLVED PARTIES

6.1.   Where a Data Subject submits a request to the Processor to get access to their personal data, as stipulated by article 15 GDPR, or to rectify their personal data, as stipulated by article 16 GDPR, the Processor will forward the request to the Controller and the request will then be dealt with by the Controller. The Processor may notify the Data Subject thereof.

6.2.   The Processor also assists the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the controller's obligation to respond to requests regarding other rights of the Data Subjects. All reasonable costs made for these Services will be reimbursed by Controller.

ARTICLE 7. NON DISCLOSURE AND CONFIDENTIALITY

7.1. All personal data received by the Processor from the Controller and/or compiled by the Processor within the framework of this Data Processing Agreement is subject to a duty of confidentiality vis-à-vis third parties.

7.2. This duty of confidentiality will not apply in the event that the Controller has expressly authorised the furnishing of such information to third parties, where the furnishing of the information to third parties is reasonably necessary in view of the nature of the instructions and the implementation of this Data Processing Agreement, or if there is a legal obligation to make the information available to a third party.

ARTICLE 8. AUDIT

8.1. As stipulated under article 2.1, Controller confirms that Processor at the time of execution of the Agreement, sufficiently complies with applicable privacy and data protection regulation and legislation. In order to confirm compliance with this Data Processing Agreement throughout the performance of the Agreement, the Controller shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will follow the Processor's reasonable security requirements, and will not interfere unreasonably with the Processor's business activities.

8.3. The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and no earlier than two weeks after the Controller has provided written notice to the Processor.

8.4. The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties.

8.5. All expenses for these audits will be borne by the Controller, including man-days performed by the Processor.

ARTICLE 9. DURATION AND TERMINATION

9.1. This Data Processing Agreement is entered into for the duration set out in Terms of Use, and in the absence thereof, for the duration of the cooperation between the Parties.

9.2. The Data Processing Agreement may not be terminated in the interim.

9.3. This Data Processing Agreement may only be amended by the Parties subject to mutual consent.

9.4. At the choice of the Controller, the Processor deletes or returns all the personal data to the Controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data.

ARTICLE 10.   ACCOUNTABILITY

10.1.   Without prejudice to any provisions limiting liability in the Agreement, Controller shall indemnify the Processor for any claims against or fines imposed on the Processor based on a processing activity which was performed in accordance with the Controller's instructions.

10.2.   Without prejudice to any provisions limiting liability in the Agreement, Processor will indemnify and hold harmless the Controller of any loss, penalties, claims and/or damage that is owed or suffered by the Controller as a result of a breach by the Processor of this Data Processing Agreement, and/or (ii) a violation by the Processor of applicable laws and regulations regarding the processing of personal data.

10.3.   Controller represents and warrants that it complies with all applicable legal obligations regarding privacy and data protection. Furthermore, the Controller represents and warrants that the contents are not unlawful and do not infringe any rights of a third party. In this context, the Controller indemnifies the Processor for all costs, damages, fines, expenditure resulting from any claims and actions by third parties.

ARTICLE 11.   MISCELLANEOUS

11.1.   The Data Processing Agreement and the implementation thereof will be governed by Belgian law.

11.2.   Any disputes that may arise from this Data Processing Agreement will be submitted exclusively to the body that also has jurisdiction to rule on any disputes that arise from the Agreement.

11.3.   Logs and measurements taken by the Processor shall be deemed to be authentic, unless the Controller supplies convincing proof to the contrary.