



Processor Agreement

Version: 1.5 - 20241001

This Data Processing Addendum (the **"Addendum"**) enters into effect on the date the customer agrees to the terms of this processing agreement, either by ticking the mandatory checkbox on the online intake form, by signing the service agreement to which this document is attached, or by signing this Addendum.

The customer, hereinafter referred to as the **"Controller"**, and VIXY B.V., located at Naarderweg 16, 1217GL Hilversum, hereinafter referred to as **"VIXY Live"** or the **"Processor"**, hereinafter collectively referred to as the **"Parties"**.

Existing contractual arrangements between the **Parties**, as set out in framework agreements or other overarching client agreements, shall prevail over the provisions of this Data Processing Agreement insofar as such contractual arrangements deviate from or supplement the provisions of this Agreement. In the event of a conflict or inconsistency between the provisions of the Service Agreement and this Addendum, this Addendum shall prevail. Unless specifically amended in this Addendum, all terms, provisions, and requirements of the Service Agreement shall remain in full force and effect.

Online Agreement Declaration:

By ticking the mandatory checkbox on the online intake form, the **Controller** agrees to the terms of this processing agreement. This action is considered a binding electronic signature that carries the same legal validity as a handwritten signature.

Agreement Declaration by Signing the Service Agreement:

By signing the service agreement to which this Addendum is attached, the **Controller** agrees to the terms of this data processing agreement. The signature on the service agreement is considered a binding signature that carries the same legal validity as a signature directly on this Addendum.

Whereas:

The **Controller** and **VIXY Live** have entered into a separate agreement (the **"Agreement"**) to establish the commercial terms regarding the various services that VIXY Live offers, including but not limited to live and on-demand streaming platforms (the **"Services"**).

1. KEY TERMS

Processing Activities	<p>This summary contains the details of the processing of personal data by the Controller under this Addendum.</p> <p>Subject and Duration of Processing This Data Processing Agreement applies to all processing of personal data carried out during the execution and for the duration of the Agreement.</p> <p>Purpose of Processing The Processor shall process the personal data in a proper and careful manner and only to the extent necessary to provide the Service(s) to the Controller.</p> <p>Categories of Data Subjects The Controller determines from which categories of data subjects personal data is collected. These may include, but are not limited to, the following categories of data subjects:</p> <ul style="list-style-type: none">• Applicants• Employees• Contractors and temporary workers• Customers (B2C)• Customers (B2B - business contact information only)• Online registered users• Public• Other categories as determined by the Controller <p>Type of Personal Data The personal data processed by the Processor shall include at least the following data:</p> <ul style="list-style-type: none">• Name• Email address• IP address• Video of the broadcast <p>Additional personal data may also include:</p> <ul style="list-style-type: none">• Phone number <p>The Controller independently determines any additional personal data to be collected, depending on the chosen input fields on the registration page of the platform used.</p>
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2. DEFINITIONS

- 2.1 **Personal Data** means any data relating to an identified or identifiable natural person that is processed or will be processed by the **Processor** in connection with the Agreement;
- 2.2 **Data Protection Legislation** means EU Regulation 2016/679, the “**General Data Protection Regulation**” (“GDPR”), and any law or regulation that amends or supplements it from time to time;
- 2.3 **Key Terms** means clause 1 of this Addendum;
- 2.4 **Affiliated Persons** means VIXY Live’s employees, directors, officers, agents, subcontractors, and licensors;
- 2.5 **Data Breach** means any breach of technical and organizational security measures that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data of the **Controller**;
- 2.6 **Service** means the service provided by the **Processor** under the Agreement; and
- 2.7 The terms “**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**”, and “**Processing**” have the meanings ascribed to them in EU Regulation 2016/679 (the “**General Data Protection Regulation**”);

3. AGREED TERMS

- 3.1 The Parties acknowledge that the customer is the Controller and that VIXY Live is a Processor of Personal Data on behalf of the Controller.
- 3.2 The Processor agrees, under the terms of this Data Processing Agreement, to process personal data on behalf of the Controller. The Processor will process personal data in a proper and careful manner and in accordance with the GDPR and other applicable laws and regulations and/or codes of conduct concerning the processing of personal data.
- 3.3 The Processor will not retain personal data made available to it under the Agreement for longer than necessary (i) for the execution of this Agreement; or (ii) to comply with a legal obligation.
- 3.4 The Processor will only process personal data at the direction and according to the instructions of the Controller, as described in clause 1 of this Addendum. The Processor will not process personal data for its own or other purposes and/or provide it to third parties, except as required by mandatory legal obligations.

3.5 VIXY Live and its (own or hired) employees are authorized to process the Controller's personal data to deliver the services and will:

- 3.5.1 only process the Controller's personal data in accordance with the instructions of the Controller as set out in this Addendum, the Agreement, or as provided in writing by the Controller from time to time (subject to VIXY Live's right to charge additional amounts at current rates if the scope of the agreed Services is exceeded). Notwithstanding the foregoing, VIXY Live may process the Controller's personal data as required under applicable law;
- 3.5.2 take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data of customers;
- 3.5.3 at the request and expense of the Controller, taking into account the nature of the processing, assist the Controller by properly implementing technical and organizational measures, to the extent possible, to assist the Controller in complying with its obligation to respond to requests from data subjects wishing to exercise their rights under the GDPR, including but not limited to: the right of access, the right to rectification, the right to erasure, the right to restriction, the right to data portability, and the right to object;
- 3.5.4 at the request and expense of the Controller, taking into account the nature of the processing and the information available to VIXY Live, assist the Controller in fulfilling its obligations under Articles 32 to 36 of the GDPR;
- 3.5.5 ensure that personnel requiring access to the Controller's personal data are subject to a binding confidentiality obligation regarding such personal data;
- 3.5.6 ensure that VIXY Live promptly notifies the Controller without undue delay when VIXY Live becomes aware of or reasonably suspects that a Data Breach involves the Controller's personal data. Following a Data Breach, VIXY Live will evaluate and take corrective actions to remedy deficiencies in the technical and organizational security measures;
- 3.5.7 at the expense of the Controller, following prior written notice, conduct audits during business hours for the duration of the Agreement, including access to the premises, resources, and personnel of VIXY Live used in connection with the provision of the Services, and provide all reasonable assistance to help the Controller exercise its audit rights under this clause 3.5.7; and
- 3.5.8 at the request of the Controller, delete or (at the expense of the Controller) return such personal data of the Controller after the end of the provision of the Services, unless applicable law requires longer retention of the Controller's personal data.

- 3.6 The Controller grants written permission to the Processor to engage Sub-processors for the processing of personal data. If it is intended to engage new Sub-processors or if any changes are expected, the Processor must inform the Controller in advance and allow the Controller to object to the changes. The Processor must, at all times, upon request of the Controller, be able to provide an up-to-date list of the engaged Sub-processors.
- 3.7 The Processor ensures that the relevant Sub-processor assumes at least the same obligations as those imposed on the Processor in this Data Processing Agreement. These obligations are to be documented in writing.
- 3.8 The Processor remains the point of contact for the Controller in all matters between the Parties. The permission granted by the Controller does not affect the responsibility and liability of the Processor for fulfilling the obligations of the Data Processing Agreement.
- 3.9 VIXY Live will immediately notify the Controller if it believes that an instruction from the Controller violates the General Data Protection Regulation, and VIXY Live has the right, but is not obliged, to suspend the execution of the relevant instructions until the Controller confirms such instructions in writing.
- 3.10 VIXY Live and the Controller will agree to and comply with the provisions of the standard contractual clauses in the form established in Commission Implementing Decision 2021/914/EU of 4 June 2021 for the transfer of personal data to processors located solely in third countries when (i) the Controller's personal data being transferred, either directly or through further transfer, is within the European Economic Area ("EEA") to entities outside the EEA that are not recognized by the European Commission as having an adequate level of protection of the Controller's personal data; and (ii) such a transfer is not subject to an appropriate framework recognized by the relevant data protection authorities, legislators, or courts as providing an adequate level of protection for personal data.

4. MISCELLANEOUS

This Data Processing Agreement is valid without physical signatures and is considered accepted either by electronic agreement through the online intake form, by signing the Service Agreement to which this document is attached, or by signing this Addendum.

Thus agreed and accepted by electronic agreement through the online intake form, by signing the Service Agreement to which this document is attached, or by signing this Addendum.

On behalf of the **Controller** (customer):

On behalf of the **Processor** (VIXY Live):

Name: *Electronically accepted or signing of the Service Agreement or this Addendum*

Naam: *Niels Buningh*

Function: *Electronically accepted or signing of the Service Agreement or this Addendum*

Functie: *Managing Director*

Date: *Electronically accepted or signing of the Service Agreement or this Addendum*

Datum: *Signing of the Service Agreement or this Addendum*

Place: *Electronically accepted or signing of the Service Agreement or this Addendum*

Plaats: *Hilversum*

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