



Brytend B.V.

Thorbeckelaan 152
3362 WV SLIEDRECHT
The Netherlands
+31 (0) 85 013 02 04
info@brytend.eu
www.brytend.eu

Data Processing Agreement

Date: 01-04-2024.

Version: 2024-1

Next revision: 01- January - 2027



Brytend B.V.

Thorbeckelaan 152
3362 WV SLIEDRECHT
The Netherlands
+31 (0) 85 013 02 04
info@brytend.eu
www.brytend.eu

This Data Processing Agreement ("Agreement") is made and entered into as of 1-4-2024 by and between:

Controller:

Brytend B.V.

Thorbeckelaan 152 | 3362WV | Sliedrecht | The Netherlands

Processor:

{Customer's_Company_Name}

{Customer's_Address}

1. Introduction

This Agreement sets forth the terms and conditions under which the Processor will process personal data on behalf of the Controller in compliance with the General Data Protection Regulation (GDPR).

2. Subject Matter and Duration

2.1 Subject Matter:** The Processor will process personal data as necessary to provide services to the Controller as specified in [Service Agreement/Description of Services].

2.2 Duration:** This Agreement will remain in effect for the duration of the processing activities unless terminated earlier in accordance with Section 11 of this Agreement.

3. Nature and Purpose of Processing

The Processor will process personal data for the purpose of providing and managing the Controller's services, including but not limited to data management, customer relationship management, and any other related services.

4. Types of Personal Data and Categories of Data Subjects

4.1 Types of Personal Data:

- Name
- Addresses
- Locations
- Financial Information (excluding credit card details)
- Information submitted via forms by the customer
- Customer device information
- Customer service information

4.2 Categories of Data Subjects:

- Customers of the Controller
- Employees of the Controller (if applicable)
- Any other individuals whose personal data is submitted by the Controller

5. Processing Instructions

The Processor shall only process personal data in accordance with the documented instructions of the Controller, unless required to do otherwise by applicable law. In such cases, the Processor shall inform the Controller of that legal requirement before processing.

6. Confidentiality

The Processor shall ensure that all persons authorized to process personal data are subject to strict confidentiality obligations and have received appropriate training on data protection.



Brytend B.V.

Thorbeckelaan 152
3362 WV SLIEDRECHT
The Netherlands
+31 (0) 85 013 02 04
info@brytend.eu
www.brytend.eu

7. Security Measures

The Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including but not limited to:

- Encryption of personal data
- Regular security assessments
- Access controls and authentication procedures

8. Data Subject Rights

The Processor shall assist the Controller in fulfilling its obligations to respond to requests from data subjects to exercise their rights under GDPR, including access, rectification, erasure, restriction of processing, data portability, and objection.

9. Sub-Processors

The Processor shall not engage any sub-processors without the prior written consent of the Controller. If the Processor engages sub-processors, the Processor shall ensure they are bound by data protection obligations equivalent to those in this Agreement.

10. Data Breach Notification

In the event of a data breach, the Processor shall notify the Controller without undue delay and provide all necessary information to allow the Controller to comply with its data breach reporting obligations under GDPR.

11. Data Transfers

The Processor shall not transfer personal data outside the European Economic Area (EEA) without ensuring adequate safeguards in accordance with GDPR.



Brytend B.V.

Thorbeckelaan 152
3362 WV SLIEDRECHT
The Netherlands
+31 (0) 85 013 02 04
info@brytend.eu
www.brytend.eu

12. Return or Deletion of Personal Data

Upon termination of this Agreement, the Processor shall, at the choice of the Controller, delete or return all personal data to the Controller and delete existing copies unless applicable law requires storage of the personal data.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Country], and any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Country].

Signatures

****For Brytend B.V.****

Eric Schriel

CEO

{Date_of_today}

For {Customer's_Company_Name}:

Name: _____

Title: _____

Date: _____