TO INCREASE

Data processing agreement

This agreement regarding the Data Processor's processing of personal data on behalf of the Data Controller (the "DPA") is between the following parties:

Full legal company name	To-Increase BV	
Address	Kazemat 2 3905 NR Veenendaal The Netherlands	
Company registration number		
Hereinafter referred to as	"Data processor"	"Data controller"

1. Background and purpose

1.1 The Parties may have entered into (or intent to enter into) one or more separate and individual agreements (the "Main Agreements") regarding delivery of consultancy services, projects or other deliverables (the "Main Services"). As a result, the Data Processor will be (or might be) processing personal data for which the Data Controller is responsible and the Parties shall therefore enter into this Data Processing Agreement (the "DPA") which shall continue to apply for as long as the cooperation between the Parties exist, unless terminated prior hereto.

1.2 If there are discrepancies between the rights and obligations under the Main Agreement and the DPA, the rights and obligations under the Main Agreements shall prevail.

1.3 This DPA shall ensure that the Parties comply with the applicable data protection and privacy legislation (the "Applicable Law"), namely:

   a. Directive 95/46/EC of the European Parliament of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data as transposed into national member state law of the Data Processor.

   b. With effect from the 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "EU GPDR") including related legislation or national regulation.

2. Extent

2.1 The Data Processor is authorized to process personal data on behalf of the Data Controller, subject to the conditions of this DPA and in accordance with the instructions given under this DPA and the Main Agreements.

2.2 Unless otherwise agreed in this DPA, the Data Processor is allowed to use any kinds of tools for the processing of Personal Data, hereunder but not limited to IT systems.

3. Appendices to this DPA

3.1 The following appendices as amended from time to time shall be considered an integral part of this DPA:

   a. Appendix 1: Description of the purpose and extent of the cooperation

      (1) Annex 1: Categories of Personal Data and data subjects.

b. Appendix 2: Description of technical and organizational measures.
c. Appendix 3: Approved Sub-Data Processors

4. Personal data covered by this DPA

4.1 "Personal data" means, "any information relating to an identified or identifiable natural person" as defined in EU PDR, article 4(1) that is processed under this DPA (the "Personal Data"). This DPA shall cover and apply to all possible kinds of Personal Data processed by the Data Processor for which the Data Controller holds a right or obligation. Appendix 1 (and its underlying Annex 1) includes a non-exhaustive description of relevant Personal Data.

5. Obligations of the Data Processor

5.1 *Instructions*

5.1.1 The Data Processor will process the Personal Data solely pursuant to the written instructions of the Data Controller and it is the Data Controller's responsibility to issue such written instruction. The Data Processor must ensure that the Personal Data is not used for any other purposes or in any other way than necessary for the purpose of delivering the Main Services. At the time of entering into this DPA, the Data Processor may only process the Personal Data with the purpose of, and to the extent it is necessary for, provision and delivery of the Main Services as described in the Main Agreements and within the specifications of written instructions.

5.1.2 If the Data Processor becomes aware that any instruction given by the Data Controller violates the Applicable Law, the Data Processor shall inform the Data Controller thereof without undue delay.

5.1.3 In case the Data Processor's processing of Personal Data takes place by remote access, e.g. at a different office or a home office etc., the Data Processor must have directions which ensure that the employee's processing of Personal Data, in case of remote access, complies with this DPA.

5.1.4 When necessary and relevant, the Data Processor shall assist the Data Controller in complying with its obligations in relation to the Applicable Law, including but not limited to:
a. assisting the Data Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation in relation to the Main Services to respond to requests for exercising the data subject's rights as specified in EU PDR, chapter III;
b. making available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, in accordance with clause 8; or
c. assisting the Data Controller in ensuring compliance with the obligations pursuant to Articles 32-36 taking into account the nature of processing and the information available to the Data Processor.
If the Data Processor receives a request for the exercise of a data subject's rights under the Applicable Law and such request is related to the Personal Data, the Data Processor shall forward the request to the Data Controller.

5.2 *Technical and organizational measures*

5.2.1 The Data Processor shall undertake necessary a) technical and b) organizational measures required pursuant to EU PDR, article 32. The Data Processor is responsible for securing that, as a minimum, the technical and organizational measures described in Appendix 2 are complied with. The measures shall take into considera-

tion the at any time applicable technical level, the costs of implementation as well as the nature, extent, composition and purpose of the relevant processing and the actual risks exposed to any physical person in relation to its fundamental rights.

5.2.2 The Data Processor is at any time entitled to implement alternative technical and organizational measures, provided that such measures secure at least the same level of safety as the measures described in Appendix 2. The Data Processor must obtain the Data Controller's consent prior to any degradation of the security measures.

5.2.3 The Data Controller confirms that the technical and organizational measures described in Appendix 2 shall be regarded as sufficient as to the time of entering into this DPA.

5.3   Employees

5.3.1 The Data Processor must ensure that the employees processing Personal Data on behalf of the Data Controller have committed themselves to confidentiality either by their employment contract or by statutory law.

5.3.2 The Data Processor must ensure that the access to the Personal Data is limited to the employees for whom it is necessary to process the Personal Data in order to deliver the Main Services.

5.3.3 The Data Processor must ensure that the employees processing Personal Data only process the data in compliance with the instructions of the Data Controller as provided for in Section 5.1 above.

5.4   Documentation of compliance

5.4.1 Upon written request from the Data Controller, the Data Processor shall provide documentation of compliance with the obligations under article 28 of the EU DPR.

5.4.2 The Data Processor must provide the documentation within a reasonable amount of time from receiving a request to provide such documentation.

6.   Use of Sub-Data Processors

6.1 The Data Controller gives the Data Processor a general authorization to use sub-data processors (hereinafter referred to as 'Sub-Data Processors') without obtaining any further written, specific authorization from the Data Controller, provided (i) that the terms of this section 6 are complied with and (ii) that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Data Processor before the relevant Sub-Data Processor processes any of the Personal Data. If the Data Controller wish to object to the use of a relevant Sub-Data Processor, the Data Controller shall give notice hereof in writing within four (4) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the use of a relevant Sub-Data Processor.

6.2 Unless otherwise agreed, the Sub-Data Processor is subject to the direct instructions of the Data Processor (whose instructions are derived from the Data Controller's instructions). Prior to any processing of Personal Data by the Sub-Data Processor, the Data Processor has, on behalf of the Data Controller, entered into a written data processing agreement with the Sub-Data Processor which ensures that the Sub-Data Processor complies with data protection obligations which are at least as restrictive (or in other ways at least equivalent to) the conditions in this DPA. Furthermore, the Sub-Data Processor must comply with relevant national regulation on personal data protection applicable in the sub data processor's region (if any).

6.3 The Data Controller confirms that if the Data Processor has already entered into a data processing agreement with its Sub-Data Processor prior to this DPA becoming effective then such prior data processing agreement with the Sub-Data Processer shall be sufficient to fulfil the requirements stated in clause 6.2 above if and to the extent such prior data processing agreement is at least as restrictive (or in other ways at least equivalent to) the data protection obligations in this DPA. The Data Processor is accountable to the Data Controller for any Sub-Data Processor's processing of the Personal Data in the same way as for its own actions and omissions.

6.4 In case the Data Controller wishes to instruct the Sub-Data Processor directly, the Data Controller shall first coordinate such direct instruction with the Data Processor and shall at all times keep the Data Processer fully informed about such instructions and content thereof. In case of any such direct instructions issued by the

Data Controller, a) the Data Processor is exempted from any liability and any consequence of such instruction is the responsibility of the Data Controller, b) the Data Controller must indemnify the Data Processor of any costs and expenses related to such instruction, including remuneration for the time spent in this regard, cf. the Data Processor's at any time applicable pricelist, and c) the Data Controller bears the sole responsibility and liability towards the Sub-Data Processor for any costs related to the instruction.

The Data Processor is at the time of entering into this DPA using the Sub-Data Processors listed in Appendix 3. If the Data Processor initiates sub-processing with a new Sub-Data Processor, such new Sub-Data Processor shall be added to the list in Appendix 3 as specified therein.

7. Transfer to and processing in third countries

7.1 Subject to clause 6 and any other requirements under this DPA to the use of Sub-Data Processors, the Data Controller accepts that the Data Processor or its Sub-Data Processors may process Personal Data outside the European Economic Area (EEA), provided that the relevant third country has a sufficient level of protection, as determined by the European Commission, or provided that the Data Processor and/or Sub-Data Processor has subjected itself to an agreement with either the Data Controller or the relevant Sub-Data Processor by using the standard contractual clauses for the transfer of personal data to third countries adopted by the EU Commission, or provided that the Data Processor and/or Sub-Data Processor has otherwise been certified to receive and process personal data in a third country in compliance with the EU PDR.

7.2 If applicable, cf. clause 7.1, the Data Processor reserves the right to change the legal basis for the processing of the Personal Data in the relevant third country by means of entering into binding corporate rules, being certified under relevant and applicable certification standards or adopting other mechanisms to ensure a sufficient level of protection in accordance with the EU PDR. If the Data Processor changes the legal basis for the processing of the Personal Data in accordance with this clause, the Data Processor shall, if required by the Applicable Law, notify the Data Controller hereof in writing and provide documentation for the said changed legal basis, after which the provided documentation shall replace any previously provided documentation in this relation. If the Data Controller wishes to object to the said change in the legal basis for the processing, the Data Controller shall give notice hereof in writing within four (4) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the change in the legal basis for the processing of the Personal Data in the relevant third country.

8. Audit

8.1 Upon at least 30 days' written request, the Data Processor shall give the Data Controller access to perform an audit to ensure compliance with this DPA.

8.2 The audit shall be carried out by an independent third party who is elected by the Data Controller and accepted by the Data Processor (whose consent is not to be unreasonably withheld). The relevant third party shall be obliged by a non-disclosure agreement towards the Data Processor.

8.3 The audit may only include information and material which is deemed to be relevant for the purpose of verifying the Data Processor's compliance with the requirements of the DPA. The Data Processor may refuse to give access to information which is reasonably regarded as strictly confidential or outside the prior mentioned scope.

9. Breaches of security

9.1 In case the Data Processor becomes aware of a breach of personal data security (defined as a breach of security potentially leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with the provision of a public electronic communications service), the Data Processor is obliged to assist insofar as it is necessary and to notify the Data Controller of the security breach, including the relevant information, without undue delay.

Furthermore, the Data Processor is obliged to try to localize such breach and to mitigate any loss suffered and, if reasonable and possible, to re-establish lost data.

10. Compensation for assistance

10.1 The Data Controller shall compensate the Data Processor for any costs and time spent related to the Data Processor's assistance provided in relation to clause 5.1.4, clause 5.4 (to the extent such documentation is requested by the Data Controller), clause 8 (for the internal time and material used to assist the Data Controller in the audit) and clause 9 (to the extent that the Data Processor is not solely responsible for such breach), including costs and time spent related to a Sub-Data Processor's assistance with the aforementioned, cf. the Data Processor's standard hourly rates (or specially agreed rates if and to the extent the Parties have agreed upon hourly rates in one or more separate agreements regarding delivery of consultancy services).

10.2 The Data Controller shall in addition to clause 10.1 compensate the Data Processor for any costs and time spent relating to adapting and changing the processing activities and the Main Services in order to comply with any changes in the Data Controller's instructions (except to the extent such adaptions and changes are generally required by the Applicable Law). Such compensation shall include implementation costs and any additional costs required under the changed instructions. The Data Processor is exempted from liability for non-performance of the Main Services under the applicable Main Agreements if and to the extent the performance of the obligations under the Main Agreements would be in conflict with any changed instructions or if contractual delivery in accordance with the changed instructions is not reasonably possible.

11. Liability and allocation of responsibilities

11.1 The Parties shall not (whether for breach of contract, negligence, tort or otherwise) be liable for loss of profit due to business interruption, operating losses, loss of data, defective data, corruption of data, the injured party's increased use of internal or external resources, loss of reputation or goodwill, or other indirect losses or damage. The Data Processor's total liability cannot exceed an amount corresponding to the total payment received by the Data Processor from the Data Controller (in the 12 months' period prior to the act or omission that let to liability) in the specific contract amongst the Main Agreements under which the work or delivery was carried out by the Data Controller which led to, or had an association with, the event causing the breach of this DPA. The Data Processor is under no circumstances liable for any economic losses or other negative consequences that standard software, hardware and firmware may cause to the Data Controller, its customers or its end-users, irrespective of whether the Data Processor is the seller or re-seller of such standard software, hardware or firmware. Unless otherwise agreed the Data Controller should instead rely on GDPR terms of the relevant manufacturer of said standard software, hardware or firmware issued by the manufacturer for its end customers.

11.2 The Supplier shall not be liable for any claim arising out of this DPA unless receiving written notice of the claim within 6 (six) months of the date when the Data Controller became aware, or should have become aware, of the circumstances giving rise to the claim. The limitations of liability stated in this DPA shall have effect to the maximum extent permitted by applicable law.

12. Force Majeure

12.1 Neither Party is liable for failure to comply with the its contractual obligations, including delays and/or defects caused by circumstances beyond the control of the said Party, including but not limited to industrial conflicts (strikes and lockouts), fire, war, riots, internal disorder, natural disasters, currency restrictions, any effects of computer viruses, worms, seizure by public authorities, import and export bans, interruption or failure of ordinary communications and transport, including interruption or failure of power supply ('Force Majeure Event'), and the failure of Subcontractors to comply with their contracts to the extent that the failure has occurred due to a Force Majeure Event.

13. Term and termination

13.1   This DPA shall come into effect when both Parties have signed the DPA.

13.2   This DPA may be terminated by either Party with a 6 month written notice, and shall always be terminated automatically on the earliest of: 1) the date where the Parties cease all cooperation under the Main Agreements or 2) the date where this DPA, for whatever reason, is terminated or becomes ineffective.

13.3   Furthermore, this DPA may be terminated by either Party for cause, if the other Party materially breaches its obligations under this DPA and fails to reasonably rectify such breach within a 30 day written notification period.

13.4   Upon termination of this DPA, and if so requested by the Data Controller within 14 days thereafter, the Data Processor and any of its sub data processors are obliged to return all Personal Data processed in the course of the effectiveness of this DPA to the Data Controller, unless the latter is already in the possession of the Personal Data.

13.5   After a maximum of 30 days after termination of this DPA, the Data Processor is obliged to delete all Personal Data received from the Data Controller, unless EU union or member state law requires storage of the Personal Data; in this case, the Data Processor must delete the Personal Data when the processing, including storage, is no longer required to comply with any such applicable legislation.

13.6   Notwithstanding clause 13.4 and 13.5, the Data Processor is allowed to process the Personal Data for a period of three months after the termination of this DPA either a) as part of the Data Processor's usual backup procedure or b) such request has been issued in writing by the Customer and the Parties have in writing agreed upon this, hereunder the further conditions therefore.

14. Law and venue

14.1   Unless otherwise agreed, any dispute in relation to this DPA shall be settled in accordance with the following provisions:

14.2   This agreement will be interpreted and construed in accordance with the laws of the Netherlands, without giving effect to its principles of conflicts of law. Any disputes arising out of this agreement shall be submitted to the applicable courts of Amsterdam, the Netherlands.

15. Signatures

15.1   The Parties hereby accepts to be bound by this DPA from the date where both Parties have approved the DPA (either by way of digital approval or a physical signature).

	Data Processor	Data Controller
Name	Luciano Cunha	
Signature		
Signature date		

Appendix 1 Description of the purpose and extent of the cooperation

1.   Background for and purpose of the cooperation

1.1   The Parties have entered into (or intent to enter into) one or more separate agreements concernng delivery of consultancy services, projects or other deliverables which will require for the Data Processor to process personal data for which the Data Controller is responsible.

1.2   The general purpose of the processing of the Personal Data is to perform and improve the Main Services.

1.3   The specific nature and purposes of the processing of the Personal Data is:

Providing consultancy services to Client.

2.   Types of personal data covered by this DPA

2.1   This DPA covers all Personal Data which are processed in relation to the Parties' cooperation as listed and described by the Data Controller in Annex 1.

3.   Instruction

3.1   In addition to the processing related to the Parties' cooperation, the processing of data further includes:

Not applicable

This may e.g. include collection, registering, systemization, searching, use, handing-over, transferring, and profiling, grouping, combination.

3.2   The registered persons (data subjects) covered by this DPA as listed and described by the Data Controller in Annex 1.

Appendix 2 Description of technical and organisational measures

The Data Processor's description of its technical and organizational measures are as listed and specified (and updated at any given time) at the Data Processor's homepage: www.columbusglobal.com

Appendix 3 Sub-Data Processors

This appendix 3 may be updated mutually by the Parties later on without the need for making an actual addendum to the Agreement.

1.   Approved Sub-Data processors

1.1   The following Sub-Data Processors shall be considered approved by the data Controller at the time of entering into this Data Processor Agreement:

     a.   All company entities within the Data Processor's company group as listed and specified (and updated at any given time) at the Data Processor's homepage www.columbusglobal.com

     b.   The following external Sub-Data Processors:

[fill out name, company reg. no, address, country and contact info of the relevant external Sub-Data Processors]

2.   New Sub-Data Processors after entering into the DPA

2.1   The following Sub-Data Processors have been added and communicated to the Data Controller after the conclusion of this DPA but prior to the relevant sub-processing:

[insert when relevant]