DATA PROCESSING AGREEMENT (**DPA**)

between

[NAME COUNTERPARTY]

and

Enexis Personeel B.V.[1]

dated [date]

1 Aansluiten bij de Enexis entiteit die de Hoofdovereenkomst ondertekent.

Initials Enexis

Initials Counterparty

CONTENT

BETWEEN:

1) **Enexis Personeel B.V.**, with its registered office and place of business at Magistratenlaan 116, 5223 MB in 's-Hertogenbosch and registered in the Trade Register under number 17131139, hereby legally represented by [first name and surname] (**Controller**);

and

2) [**Statutory name**], with its registered office and place of business at [street, house number], [postcode] in [city] and registered in the commercial register under number [Chamber of Commerce number], hereby legally represented by [first name and surname] (**Processor**).

The parties to this Data Processing Agreement are hereinafter also to collectively as the **Parties** and individually as a **Party.**

Whereas:

(A) The Controller is part of the Enexis Group, whose activities include regional grid operator activities such as the distribution of electricity, heath and gas.

(B) The Controller processes [categories of Personal Data] relating to [the persons to whom the Personal Data relates] in accordance with the General Data Protection Regulation (**GDPR**) of which it determines the purpose and means of processing.

(C) The Processor engages in [Processor activities].

(D) The Parties have entered into the Agreement [name of agreement] with effect from [date] (**Agreement**). The Agreement relates to [description of purpose of agreement].

(E) In the context of implementing the Agreement, the Controller will provide Personal Data to the Processor directly and/or indirectly, and/or the Processor will obtain access to Personal Data from the Controller.

(F) In the context of the Agreement, the Processor will process Personal Data under the Controller's instructions, without being subject to the Controller's direct authority. The Processor therefore qualifies as a Processor within the meaning of Article 4(8) of the GDPR.

(G) In addition to the Agreement, the Parties wish to set out their rights and obligations in this Data Processing Agreement, in accordance with the GDPR and any other applicable European and national privacy laws and regulations.

Agree as follows:

DEFINITIONS

Any terms defined in the GDPR that are used in this Data Processing Agreement shall have the same meaning as in the GDPR. The Parties shall also use the following definitions in this Data Processing Agreement:

Definitie	Omschrijving
Agreement	The Agreement as concluded between the Parties and described in recital (D).
Applicable Privacy Laws	The GDPR, the GDPR Implementation Act, and any other applicable European and national laws and regulations relating to privacy, including applicable guidance from Supervisory Authorities.
Data Breach	A breach of the security of Personal Data as referred to in Article 4(12) of the GDPR.
DV&P Addendum	An addendum to the Agreement, in which the Parties have set out the Security Measures to be taken. As the Enexis Purchasing Conditions

	have also been declared applicable to the Agreement, the DV&P Addendum refers to Article 37 of the Enexis Purchasing Conditions alongside the DV&P Addendum.
EEA	European Economic Area.
Enexis Group	Enexis Holding N.V. and all of the companies in its group within the meaning of Article 24b of Book 2 of the Dutch Civil Code.
Personal Data	All information relating to an identified or identifiable natural person, as referred to in Article 4(1) of the GDPR, that the Processor has obtained directly or indirectly from the Controller, or to which the Processor has gained access from the Controller.
Sub-Processor	A third-party Processor as referred to in Article 28(4) of the GDPR.
Security measures	The security measures to be implemented by the Processor as referred to in Article 32 of the GDPR and as further specified in the DV&P Addendum;
Supervisory Authority	A supervisory authority as referred to in Article 4(21) of the GDPR.

1. PURPOSE OF PROCESSING PERSONAL DATA

1.1 The details of the processing activities, particularly the categories of Personal Data and the purposes for which the Personal Data is processed on behalf of the Controller, are specified in **Annex 1**.

1.2 The Processor shall process Personal Data exclusively on behalf of the Controller, in accordance with their instructions, and under the Controller's responsibility, in accordance with the provisions of **Annex 1**. The Controller may issue additional instructions during the processing of Personal Data. These instructions must always be recorded in writing. The Controller shall be notified immediately if the Processor believes that the Controller's instructions violate Applicable Privacy Laws.

1.3 In view of Articles 1.1 and 1.2 of this Data Processing Agreement, the Processor shall only process Personal Data for the purpose of:

a. the performance of this Data Processing Agreement; and
b. any legal obligation requiring the Processor to process Personal Data. In this case, the Processor shall inform the Controller of the legal obligation prior to processing, unless prohibited by law for reasons of important public interest.

2. PROCESSOR OBLIGATIONS

2.1 The Processor must maintain confidentiality with regard to the Personal Data. The Processor must also impose this obligation on any Sub-Processors they engage or have engaged, in accordance with Article 5 of this Data Processing Agreement.

2.2 The Processor is obligated to provide, upon first request from the Controller, the cooperation necessary to inspect the Personal Data, transfer it to the Controller, delete and/or destroy it.

2.3 The Processor must impose the obligations set out in this Data Processing Agreement on any individuals acting under the Processor's authority.

2.4 The Processor is not permitted to provide Personal Data to third parties without the prior written consent of the Controller.

2.5 The Processor is obliged to provide the Controller with reasonable cooperation that is necessary for the processing activities regulated in this Data Processing Agreement:

a. complying with the rights of the Data Subject, as set out in Articles 12 to 22 of the GDPR;
b. carrying out a Data Protection Impact Assessment (**DPIA**), as referred to in Article 35 of the GDPR, including any prior consultation referred to in Article 26 of the GDPR;
c. complying with the legal obligations of the Controller as referred to in Articles 32 to 36 of the GDPR.

2.6 The Processor must inform the Controller within one calendar week if a Data Subject submits a request to exercise their rights under Articles 12 to 22 of the GDPR in relation to processing activities covered by this Data Processing Agreement. The Processor may only communicate with the Data Subject and process such requests after obtaining the Controller's written consent.

2.7 When processing Personal Data, the Processor shall comply with its legal obligations as a 'Processor'. This Data Processing Agreement does not affect the Processor's or the Controller's obligations under Applicable Privacy Legislation. The Processor is obliged to keep records detailing how it complies with its obligations under this Data Processing Agreement and Applicable Privacy Legislation. The Processor must grant the Controller access to these records upon first request and inform the Controller in writing of the measures taken with regard to the obligations under this Data Processing Agreement and Applicable Privacy Legislation.

3. SECURITY

3.1 The Processor shall take appropriate technical and organisational security measures to protect the Personal Data against loss and/or any form of unlawful processing. These Security Measures guarantee an appropriate level of security, taking into account the nature and scope of the processing, Applicable Privacy Legislation, the state of the art and the costs of implementation. To this end, the Processor will adhere to a security level equivalent to that set out in the DV&P Addendum.

3.2 The Processor shall only grant its personnel access to the Personal Data being processed to the extent that it is strictly necessary for the performance, management and monitoring of the Agreement. The Processor shall ensure that any authorised personnel have committed themselves to confidentiality.

3.3 The Processor recognises the importance of security measures given the critical nature of the Controller's social and economic activities. The Processor will periodically evaluate the appropriateness of the security measures in place and implement additional measures if necessary.

3.4 If the Controller requests it, the Processor will indicate the additional technical and organisational security measures it has taken to protect the Personal Data.

4. DATA BREACH

4.1 In the event of (suspected) Data Breach relating to this Data Processing Agreement, the Processor will inform the Controller immediately but in any case within 12 hours of discovery, digitally and by telephone via the contact details included in **Annex 3**.

4.2 Within the period specified in the above article, if available at that time, the Processor shall provide the Controller with the information necessary for the purpose of the notification(s) referred to in Articles 33 and 34 of the GDPR. This information shall at least concern:

a. the categories, along with an indication of the number of Personal Data affected;
b. the categories and the number of Data Subjects affected;
c. the nature of the Data Breach;
d. the period during which the Data Breach occurred;
e. the measures taken to mitigate the negative consequences of the Data Breach.
f. a description of the observed and expected consequences of the Data Breach.
g. the measures taken or proposed by the Processor and/or Sub-Processors to remedy these consequences.

If the above information is not fully available, a notification of the (suspected) Data Breach will be provided as soon as sufficient information becomes available."

4.3 If deemed legally necessary, the Controller will report incidents referred to in Article 33 of the GDPR to the Supervisory Authority itself, and to Data Subjects in accordance with Article 34 of the GDPR if necessary. Without the Controller's prior written consent, the Processor is not entitled to report relevant Data Breaches to the Supervisory Authority and/or Data Subjects.

5. ENGAGING SUB-PROCESSORS

5.1 When selecting a Sub-Processor, the Processor will conduct due diligence to validate its suitability based on its ability to comply with this Data Processing Agreement and Applicable Privacy Law. At the request of Controller, Processor will provide the results of such due diligence to Controller. If a Sub-Processor appears unable to comply with the requirements of this Data Processing Agreement and/or Applicable Privacy Law, or if it introduces high security and/or privacy risks, it may only be deployed with prior permission from Enexis.

5.2 If the Processor engages a Sub-Processor, they will do so through a sub-processor agreement that imposes the same obligations on the Sub-Processor as those imposed on the Processor under this Data Processing Agreement. The Processor will provide the Controller with a copy of the (sub)processor agreement upon request.

5.3 The Processor shall maintain an up-to-date record of the Sub-Processors engaged for the purposes of the Agreement, as set out in **Annex 2**. The Sub-Processors engaged at the commencement of this Data Processing Agreement are listed in **Annex 2**. The Parties shall ensure that **Annex 2** is kept up to date at all times. The Processor shall inform the Controller at least 14 days prior to engaging a new Sub-Processor. Upon request of the Controller, the Processor shall provide an up-to-date overview of the Sub-Processors it engages on behalf of the Controller

5.4 The Processor shall be fully liable to the Controller for (any damage resulting from) the processing of Personal Data by the engaged Sub-Processors. The Processor shall inform the Controller if it becomes aware that a Sub-Processor is failing to comply with its obligations under Applicable Privacy Laws and/or a (sub-)processing agreement entered into for the benefit of the Controller. In such case, the Processor shall, if requested by the Controller, cease engaging that Sub-Processor for the benefit of the Controller

6. INTERNATIONAL TRANSFER OF DATA

6.1 The Processor will not process or transfer Personal Data to third countries or international organisations outside the EEA. Therefore, the relationship between the Controller and the Processor does not involve the international transfer of Personal Data.

6.2 If the Processor wishes to engage Sub-Processors in accordance with Article 5 of this Data Processing Agreement, resulting in an international transfer of Personal Data between the Processor and the Sub-Processor, this may only be done with the prior consent of Enexis. If no adequacy decision as referred to in Article 45 GDPR applies, the Processor is required to conclude the Standard Contractual Clauses (module 3 – processor-to-processor transfers) with the Sub-Processor and to provide a copy thereof to the Controller upon request. The Processor shall implement appropriate safeguards for such international transfer, conduct a risk assessment in the form of a Data Transfer Impact Assessment, and provide a copy thereof to the Controller upon request. The Processor is required to inform the Controller in writing of the measures it has taken.

7. AUDIT AND REPORTING

7.1 The Processor can demonstrate compliance with its obligations under the Applicable Privacy Laws and this Data Processing Agreement. The Processor will provide the Controller with all the necessary information to demonstrate compliance with these obligations within one month of the Controller's request. This includes maintaining a processing register as referred to in Article 30(2) of the GDPR.

7.2 At the Controller's request, the Processor shall allow audits of the processing activities covered by this Data Processing Agreement no more than once every two years, and shall contribute to such audits. When deciding whether to conduct an audit, the Controller will consider the Processor's

existing relevant certifications and reports. The Controller may conduct the audit themselves or commission an independent auditor. The Controller shall bear the costs of an audit. The Controller is authorised to make the results of an audit available to the Supervisory Authority upon request.

7.3 Following consultation with the Controller, the Processor shall cooperate with the Supervisory Authority to:

a. obtain information from the Processor or Sub-Processors engaged by the Processor regarding the processing activities covered by this Data Processing Agreement.
b. if desired, conduct an investigation of the Processor or Sub-Processors engaged by the Processor.

8. CHANGES IN APPLICABLE LAW AND LEGISLATION

8.1 In the event of changes to existing Applicable Privacy Legislation and/or the introduction of new Applicable Privacy Legislation, the Processor shall, at the first request of the Controller, provide all cooperation that may reasonably be expected of it, including but not limited to amending this Data Processing Agreement

9. NON-COMPLIANCE WITH DPA

9.1 Without prejudice to the Controller's other rights, if the Processor fails to comply with the terms of this Data Processing Agreement, the Controller may instruct the Processor to suspend processing Personal Data until compliance is achieved or the Agreement is terminated. If the Processor is unable to comply with this Data Processing Agreement for any reason, it must notify the Controller immediately.

9.2 The Controller may suspend, terminate or cancel the Agreement with immediate effect and without notice or judicial intervention if:

a. the Controller has suspended the Processor's processing of Personal Data in accordance with Article 10.1, and this Data Processing Agreement will not be resumed unless compliance is resumed within a reasonable period, and in any case within one month of the suspension;
b. the Processor materially or persistently breaches this Data Processing Agreement or its obligations under the Applicable Privacy Legislation; or
c. the Processor fails to comply with a binding decision of a competent court or Supervisory Authority regarding its obligations under Applicable Privacy Legislation.

9.3 A Party shall be liable to the other Party for all damage resulting from its failure to fulfil its obligations under this Data Processing Agreement in a timely, correct and/or complete manner. The Parties' liability as a result of a failure to comply with this Data Processing Agreement that can be attributed to them shall be limited to EUR 2 million per event.

9.4 Any limitations of liability set out in the Agreement or its applicable general terms and conditions shall not apply to liabilities under this Data Processing Agreement.

10. DURATION AND CONSEQUENCES OF TERMINATION

10.1 This Data Processing Agreement shall enter into force upon valid signature by both Parties and shall remain in effect for the duration of the Agreement. Unless terminated in accordance with Article 9.2 of this Data Processing Agreement, it shall automatically terminate upon termination or dissolution of the Agreement. Articles 2.1 (Confidentiality) and 13 (Applicable Law and Choice of Forum) shall remain in force indefinitely.

10.2 If the Processor still has Personal Data after this Data Processing Agreement is terminated or dissolved, it will destroy it as soon as possible, at the Controller's discretion, or return it to the Controller, unless the Processor is required to retain the Personal Data under applicable law or regulation.

11. DOCKING PROVISION

11.1 Any entity that is not already a Party to this Data Processing Agreement may accede to it as a Controller or Processor by completing the Appendices and signing the signature page, provided that they have the consent of all Parties.

11.2 Once the Appendices have been completed and signed, the acceding party will become a Party to this Data Processing Agreement, acquiring the rights and obligations of a Controller or Processor depending on their designation on the signature page. The acceding entity shall not have any rights or obligations under this Data Processing Agreement with respect to the period prior to its becoming a Party.

12. OTHER

12.1 In the event of any conflict between the provisions of this Data Processing Agreement and those of any related agreements or general (purchase) terms and conditions applicable to the Parties, the provisions of this Data Processing Agreement shall prevail.

12.2 The Parties undertake not to amend the Data Processing Agreement, except to add information to, or update the information contained in, the Appendices.

13. APPLICABLE LAW AND COMPETENT COURT

13.1 This Data Processing Agreement is governed by Dutch law, which governs the legal relationship between the Parties.

13.2 Any disputes relating to or arising from this Data Processing Agreement shall be settled by the competent court in the district of Oost-Brabant.

Thus agreed and signed:

<datum>	<datum>
Enexis Personeel B.V./Enexis Netbeheer B.V.]	<naam Wederpartij>
<Ondertekenaar Enexis>	<Ondertekenaar Wederpartij>
<Functie>	<Functie>

Initials Enexis

Initials Counterparty

ANNEXES

1. Details of processing
2. Sub-Processors
3. Contact details

Initials Enexis

Initials Counterparty

ANNEX 1 – DETAILS OF PROCESSING

For which purposes and in which ways does the Processor process Personal Data?	
Which categories of Personal Data are processed?	
Is sensitive or special personal data also processed? To whom does the Personal Data relate?	
How much Personal Data is processed approximately?	
Which IT resources (e.g. applications) does the Processor use?	
Are AI applications also used?	
Where is the Personal Data processed?	
How long is the Personal Data retained for?	
For which purposes and in which ways does the Processor process Personal Data?	

Initials Enexis Initials Counterparty

ANNEX 2 - SUB-PROCESSORS

Legal name of Sub-Processor	Description of activities	Location of processing activities

Initials Enexis

Initials Counterparty

ANNEX 3- CONTACT DETAILS

You can report a (potential) breach by completing and submitting the report form on our website. This report form can be accessed via the following URL: http://www.enexis.nl/algemeen/datalek. You must also report the breach by telephone. You can do this by calling 088-8574444 and then dialling the appropriate number.

Name	Function	Phone number	Email address
Evelyne Hengst-de Greeff	FG	088-8574444	fg@enexis.nl
	Privacy Officers		privacy@enexis.nl

Name	Function	Phone number	Email address

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