Euphoria Mobility

Processing agreement

November 3 2025

1. Processing agreement

Company name: ……, located at

Street + Number: …… ,

Zip code + Town: …… ,

registered with the Chamber of Commerce under number:

……., legally represented herein by

Mr/Mrs: …… ,

hereinafter referred to as: "Responsible Party";

And

Euphoria Software B.V., with registered office at Wilhelminapark 36, 5041 EC in Tilburg, registered with the Chamber of Commerce under number 17094739, legally represented in this matter by Mr L. van Lier, hereinafter referred to as: 'Processor';

Collectively referred to as: 'Parties', or separately: 'Party';

Taking into account that:

- The parties have entered into an agreement with each other for the provision of a service involving the processing of Personal Data;
- Where this Processing Agreement refers to Personal Data, this means Personal Data within the meaning of Article 4(1) of the General Data Protection Regulation (hereinafter referred to as: 'GDPR');
- the Controller is hereby designated as the Controller within the meaning of Article 4(7) of the GDPR;
- in some cases, the Processor may be designated as a Processor within the meaning of Article 4(8) of the GDPR in the performance of the Agreement;
- The Processor is willing to comply with obligations regarding security and other aspects of the GDPR, insofar as this is within its power;
- The GDPR imposes an obligation on the Controller to ensure that the Processor provides sufficient guarantees with regard to the technical and organisational security measures relating to the processing to be carried out;
- The GDPR also imposes an obligation on the Controller to monitor compliance with those measures;
- The parties, partly in view of the requirement of Article 28(3) of the GDPR, wish to lay down their rights and obligations in writing by means of this Processing Agreement;

Have agreed as follows:

Article 1. Purposes of processing

1.1 The Processor undertakes to process Personal Data on behalf of the Controller under the terms and conditions of this Processing Agreement. Processing will only take place within the framework of the Processing Agreement for the purpose of supplying, hosting and supporting vehicle equipment for the passenger transport industry and for those purposes specified in the Agreement with further consent.

1.2 The type of personal data that will be processed by the Processor within the framework of the Agreement, and the categories of data subjects from whom this data originates, are listed in Appendix 1. The Processor will not process the Personal Data for any purpose other than that specified by the Controller.

1.3 The Processor has no control over the purpose and means of processing Personal Data. The Processor does not make independent decisions about the receipt and use of Personal Data, the provision to third parties and the duration of the storage of Personal Data.

Article 2. Obligations of the Processor

2.1 With regard to the processing operations referred to in Article 1, the Processor shall ensure compliance with the conditions imposed by the GDPR on the processing of personal data.

2.2 The Processor shall, at the Controller's first request, inform the Controller of the measures it has taken with regard to its obligations under this Processing Agreement and the GDPR.

2.3 The obligations of the Processor arising from this Processing Agreement also apply to those who process personal data under the authority and on behalf of the Processor.

Article 3. Transfer of personal data

3.1 The Processor may process the personal data in countries within the European Union. Transfer to countries outside the European Union is not permitted without the prior written consent of the Controller. The Controller may attach further conditions to this consent.

3.2 The Processor shall, at the Controller's first request, inform the Controller in which country or countries the personal data are being processed.

Article 4. Division of responsibility

4.1 The permitted processing operations will be carried out by the Processor within a (semi-) automated environment.

4.2 The Processor is responsible for the processing of personal data under this Processing Agreement, in accordance with the instructions of the Controller. The Processor is not responsible for any other processing of personal data, including but not limited to the collection of personal data by the Controller, processing for purposes not notified by the Controller to the Processor, processing by third parties and/or for other purposes. The responsibility for such processing rests solely with the Controller.

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Article 5. Engagement of third parties or subcontractors

5.1 The Processor may engage a third party in the context of the Processing Agreement without the prior consent of the Controller, on condition that the Controller may prohibit the engagement of the third party only if there are valid reasons for doing so.

5.2 The Processor shall unconditionally ensure that these third parties undertake in writing to comply with the same obligations as those agreed between the Controller and the Processor. The Processor shall ensure that these third parties comply with these obligations and shall be liable to the Controller for any damage caused by errors made by these third parties, as if it had committed the error(s) itself.

Article 6. Security

6.1 The Processor shall take appropriate technical and organisational measures with regard to the processing of personal data to prevent loss or any form of unlawful processing (such as unauthorised access, damage, alteration or disclosure of the personal data).

6.2 The Processor shall ensure that the security complies with a level that is not unreasonable, taking into account the state of the art, the sensitivity of the personal data and the costs associated with implementing the security measures.

6.3 The Processor shall in any case have taken the following measures:

- logical access control, using passwords;
- physical measures for access security;
- automatic logging of all actions relating to personal data;
- encryption of digital files containing personal data;
- organisational measures for access security;
- security of network connections;
- purpose-specific access restrictions;
- control of assigned authorisations;
- measures to prevent threats as formulated by OWASP.

6.4 The Processor shall at all times apply an appropriate and up-to-date security policy in which the technical and organisational security measures are elaborated. The Processor shall provide the Controller with access to the security policy at the latter's first request.

Article 7. Duty to report

7.1 In the event of (a suspected) security breach and/or data breach (meaning: a breach of personal data security that leads to a significant chance of serious adverse consequences, or has serious adverse consequences, for the protection of personal data), the Processor shall inform the Controller immediately, or within 48 hours at the latest, , whereupon the Controller will assess whether or not to inform the supervisory authorities and/or those involved. The Processor will make the information provided as complete, correct and accurate as possible. The reporting obligation applies regardless of the impact of the breach.

7.2 If required by law and/or regulations, the Processor will cooperate in informing the relevant authorities and any data subjects.

7.3 The reporting obligation includes, in any case, reporting the fact that a leak has occurred, as well as:

- the date on which the leak occurred (if no exact date is known: the period during which the leak occurred);
- the (alleged) cause of the leak;
- the (currently known and/or expected) consequences of the leak;
- the date and time at which the leak became known to the Processor or to a third party or subcontractor engaged by the Processor;
- the number of persons whose data has been leaked (if no exact number is known: the minimum and maximum number of persons whose data has been leaked);
- a description of the group of persons whose data has been leaked, including the type or types of personal data that has been leaked;
- whether the data has been encrypted, hashed or otherwise rendered incomprehensible or inaccessible to unauthorised persons;
- what measures are planned and/or have already been taken to close the leak and limit its consequences;
- contact details for follow-up on the report.

Article 8. Rights of data subjects

8.1 In the event that a data subject submits a request to exercise his/her legal rights to the Processor, the Processor will forward the request to the Controller and inform the data subject thereof. The Controller will then handle the request independently. If it appears that the Controller requires assistance from the Processor in order to comply with a request from a data subject, the Processor is obliged to cooperate.

Article 9. Duty of confidentiality

9.1 All personal data that the Processor receives from the Controller and/or collects itself within the framework of this Processing Agreement is subject to a duty of confidentiality towards third parties. The Processor will not use this information for any purpose other than that for which it was obtained, even if it has been converted into a form that cannot be traced back to the data subjects.

9.2 This confidentiality obligation does not apply insofar as the Controller has given explicit permission to provide the information to third parties, if the provision of the information to third parties is logically necessary given the nature of the assignment and the execution of this Processing Agreement, or if there is a legal obligation to provide the information to a third party.

Article 10. Audit

10.1 The Controller has the right to conduct audits or have them conducted by an independent third party bound by confidentiality to verify compliance with all points of this Processing Agreement and everything related to it.

10.2 This audit may take place at least once a year and also in the event of a concrete suspicion of misuse of personal data.

10.3 The Processor shall cooperate with the audit and make all information reasonably relevant to the audit, including supporting data such as system logs, and employees available as soon as possible and within a reasonable period of time, whereby a period of up to two weeks is reasonable unless an urgent interest precludes this.

10.4 The findings of the audit will be assessed by the parties in mutual consultation. If the audit gives cause to do so, the Processor will then make adjustments on the instructions of the Controller.

10.5 The costs of the audit shall be borne by the Processor if it appears that the work has not been carried out in accordance with the Processing Agreement and/or if errors are found in the findings that are attributable to the Processor. In all other cases, both Parties shall bear their own costs of the audit.

10.6 The Processor shall support the Controller in carrying out a Privacy Impact Assessment (hereinafter: 'PIA') when this proves necessary. This support may include, among other things, the Processor providing the Controller with the information necessary to carry out the PIA correctly.

Article 11. Duration and termination

11.1 This Processing Agreement has been entered into for the term specified in the Agreement between the Parties and, in the absence thereof, in any case for the duration of the cooperation.

11.2 The Processing Agreement cannot be terminated prematurely.

11.3 The Parties may only amend this Processing Agreement with mutual written consent.

11.4 Upon termination of the Processing Agreement, the Processor shall immediately destroy the personal data received from the Controller, unless the Parties agree otherwise.

Article 12. Other provisions

12.1 The Processing Agreement and its implementation are governed by Dutch law.

12.2 All disputes that may arise between the Parties in connection with the Processing Agreement will be submitted to the competent court in the district of the court that is also competent to rule in the context of the Agreement.

12.3 If one or more provisions of the Processing Agreement prove to be invalid, the Processing Agreement shall remain in force for the rest. The Parties shall then consult on the provisions that are invalid in order to agree on a replacement provision that is valid and corresponds as closely as possible to the purport of the provision to be replaced.

12.4 If the privacy legislation changes, the parties will cooperate to amend this Processing Agreement in order to (continue to) comply with this legislation.

12.5 In the event of any conflict between different documents or their appendices, the following order of precedence shall apply:
a. the Agreement;
b. this Processing Agreement;
c. any additional terms and conditions.

Thus agreed and signed,

Responsible party		**Processor**	
Date:	.....	Date:	.....
Name:	.....	Name:	.....
Signature:	.....	Signature:	.....

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Appendix 1

Categories of Personal Data:

- Identifying data of drivers
- Identifying data of passengers/participants
- Journey registration, including location data and indications for appropriate transport

Categories of Data Subjects:

- Drivers
- Passengers/participants

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