

Data Processing Agreement

	VONQ B.V.	PARTNER
Legal form:	a limited liability organized under the laws of the Netherlands	As Provided in the HAPI Partnership Agreement
Trade registry number	24402216 (KvK)	
Address	Beursplein 37 (3011 AA) in Rotterdam, the Netherlands	
Hereafter referred to as:	"VONQ"	"Partner"

This Data Processing Agreement (DPA), and respective Exhibits, forms part of the Main HAPI License Agreement or other written agreement for the purchase of HAPI license including CPA+ where applicable (the "Agreement") made and entered into by and between VONQ and Partner.

In case of purchase of CPA+, in addition to the processing of Personal Data of the Partner on behalf of the Partner for the performance of assignments such as HAPI JP and HAPI JM, VONQ may process personal data of applicants in consortium with the Partner. As such, the Parties herein agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

How this DPA applies:

1. This DPA is incorporated and forms an integral part of the Agreement, shall be effective and replace any previously applicable data processing terms as of the Effective Date of signature of the Main HAPI Agreement. Regarding the Processing of Personal Data the provisions of this DPA supersedes the Agreement and all previous understandings and agreements between the Parties.
2. If Partner acts on behalf of Partner Affiliates, Partner Affiliate shall be, through Partner, beneficiaries under this DPA and able to exercise all rights pertaining to Personal Data provided to Partner. Partner acts as the single point of contact for all communication, notices or requests by any Partner Affiliates and warrants that it is duly mandated by any Partner Affiliates.

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THE UNDERSIGNED

VONQ and **Partner**, hereinafter being collectively referred to as “**Parties**” and individually also as “**Party**”;

WHEREAS:

1. VONQ is the expert in smart recruitment marketing. With the use of rich recruitment data, innovative tools and recruitment marketing knowledge, VONQ helps companies to recruit more effectively and efficiently;
2. Partner is an entity that has an interest in utilizing the technologies developed by VONQ in relation to their own Application and/or Software, and includes, but is not limited to a supplier of an applicant tracking system (ATS), a customer relationship management system (CRM), a sourcing tool, and job boards or other media channels;
3. VONQ has developed an API and Embeddable User Interface (“EUI”) functionality to allow suppliers of Software to utilize VONQ’s technology. Partner wishes to use VONQ’s API and/or EUI to integrate the functionality into Partner’s Application and/or Software, and VONQ wishes to grant Partner a license to do so.
4. Parties intend to cooperate and therefore wish to reflect the Parties’ agreement regarding the Processing of Personal Data in compliance with the relevant Data Protection Laws and Regulations;

HAVE AGREED AS FOLLOWS:

1. Interpretation

- 1.1. Unless otherwise defined, capitalized terms, singular and plural, used in this DPA shall have the meaning as set out below.

Agreement	The Master Services Agreement including any addendums and the attached annexes.
Candidate	Individual applying for a job at the company of Partner or Partner Affiliates.
Candidate Data	Personal Data provided by Candidate on VONQ Candidate Portal in connection with Processing Activity CPA+.
Data Protection Laws and Regulations	All laws and regulations, including laws and regulations of the European Union and their member states, applicable to the Processing of Personal Data, such as but not limited to the GDPR and the laws and regulations implementing the latter within the member states of the European Union.

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European Union	The member states of the European Union and, if and when the GDPR is incorporated within the EEA Agreement, the member states of the European Free Trade Association.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
HAPI	Hiring API including add-ons, an advanced advertising solution seamlessly integrated into the workflow of Partners. This integration allows recruiters to effortlessly utilize VONQ products in their own system of records.
HAPI-Subscriber	User(s) with valid credentials (API keys) to HAPI JP and/or HAPI JM.
Partner Affiliate	Affiliate of the Partner, companies that are customers of Partner.
Processing Activity CPA+	VONQ Candidate Pre-processed Applications including add-ons (hereinafter “CPA+”), as defined in Annex I of Exhibit C .
Processing Activity Job Posting	VONQ, Hiring API Job Post including add-ons (hereinafter “ HAPI JP ”), as defined in Annex II Exhibit C .
Standard Contractual Clauses (or SCC)	Standard contractual clauses as annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
Processor	The entity that supports the Processing of Personal Data on behalf of the Controller.
Third-Party	Third-Party is an entity that operates Platforms such as but not limited to job portals, job boards, channels and/or media providers on which the Job Postings and Publications are placed by VONQ on behalf of Partner or Partner Affiliates;
Third-Party Affiliate	Affiliate of the Third-Party.
Vacancy Data	Any information voluntarily provided by Partner or Partner Affiliate to post or update a Job Posting and/or Job Publication on a Third-Party or Third-Party Affiliate Platform.

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- 1.2. “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Processor**” all have the meanings given to them under the GDPR.
- 1.3. In the event of any conflict or inconsistencies between the Agreement, the DPA and/or the SCC, the following order of precedence shall apply (from highest priority to lowest):
 - 1.3.1. SCC’s where applicable;
 - 1.3.2. this DPA and any exhibits or annexes hereto;
 - 1.3.3. the remaining provisions of the Agreement and;
 - 1.3.4. any other document agreed between the Parties in writing.

2. Subject Matter

- 2.1. For the Processing Activity CPA+, the subject matter of this DPA concerns the sharing and processing of Candidate Personal Data between the Parties.
 - 2.1.1. If Partner acts on behalf of Partner Affiliates, Partner Affiliate shall be, through Partner, beneficiaries under this DPA and able to exercise all rights pertaining to Personal Data provided to Partner. Partner acts as the single point of contact for all communication, notices or requests by any Partner Affiliates and warrants that it is duly mandated by any Partner Affiliates.
- 2.2. For the Processing Activity Job Posting, the Partner wishes to contract the Processing of Vacancy Data to VONQ.
- 2.3. Any subsequent contract(s) for a new Assignment of additional Services shall be bound by this DPA. Any Processing of Personal Data as described in **Exhibit D** to this DPA shall be subject to this DPA.

3. Roles – Controller-to-Controller, Processor-to-Controller and Processor-to-Processor Relationship

3.1. Processing Activity CPA+

- 3.1.1. For the Processing Activity CPA+, Parties hereby determine each other as independent Controller Processing Personal Data.
- 3.1.2. If Partner acts on behalf of Partner Affiliates, Parties hereby determine Partner as Processor duly authorised by Partner Affiliate to provide VONQ with Partner Affiliate Personal Data and VONQ as independent Controller.
- 3.1.3. Provisions of **Exhibit A** apply.
- 3.1.4. The nature, purpose of the Processing, as well as the types of Personal Data and categories of Data Subjects, are set out in **Annex I of Exhibit C**.

3.2. Processing Activity Job Posting

- 3.2.1. For the Processing Activity Job Posting, Parties hereby determine Partner as Controller Processing Personal Data and VONQ as Processor.

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- 3.2.2. If Partner acts on behalf of Partner Affiliates, Parties hereby determine Partner as Processor duly authorised by Partner Affiliate to provide VONQ with Partner Affiliate Personal Data and VONQ as Sub-processor.
- 3.2.3. Provisions of **Exhibit B** apply. VONQ shall process Personal Data only in accordance with the Partner's documented instructions, unless required otherwise by Data Protection Laws and Regulations.
- 3.2.4. The nature, purpose of the Processing, as well as the types of Personal Data and categories of Data Subjects, are set out in **Annex II** of **Exhibit C**.

4. Duration

- 4.1. This DPA enters into effect upon signature by both Parties, and is valid for the duration of the Agreement, extends and terminates with the Agreement. The term of this DPA shall correspond to the term of the Agreement. The duration of the Processing equals the duration of this DPA.
- 4.2. Section 5 (Miscellaneous) will survive for an unlimited period of time after termination or rescission, no matter the grounds of this termination or rescission, of this DPA.

5. Miscellaneous

- 5.1. This DPA may be altered or supplemented only in writing and provided any such amendment is signed by the duly authorized representatives of both Parties.
- 5.2. If any provision of this DPA is held invalid, illegal, or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this DPA has been executed with the invalid provision eliminated.
- 5.3. This DPA is exclusively governed by the laws of the jurisdiction set forth in **Exhibit A** section 4.3.
- 5.4. Any disputes that may arise between parties, shall be brought before the court set forth in **Exhibit A** section 4.4.

Exhibit A

1. Obligations of the Parties

For the Processing Activity CPA+:

- 1.1. Each Party shall process Personal Data in compliance with the GDPR and other applicable data protection laws.
- 1.2. Each Party confirms it has a lawful basis under article 6 GDPR for Processing the Personal Data shared under this Agreement.
- 1.3. Each Party shall handle requests from Data Subjects (e.g., access, rectification, erasure) in relation to the Personal Data it processes and inform the other Party if such requests impact shared data.
- 1.4. Each Party shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as required by article 32 GDPR (see **Exhibit E**).
- 1.5. In the event of a Personal Data breach, the affected Party shall notify the other Party without undue delay and no later than 48 hours after becoming aware of the breach, where feasible.

2. Data Transfers

- 2.1. Where Personal Data is transferred to Partner outside the European Union or to a country not deemed adequate by the European Commission, and Partner acts as Controller, the Parties shall rely on the Standard Contractual Clauses, as outlined in **section 4 (Standard Contractual Clauses – module 1)**.
- 2.2. Where Personal Data is transferred to Partner outside the European Union or to a country not deemed adequate by the European Commission, and Partner acts as Processor on behalf of Partner Affiliate, the Parties shall rely on the Standard Contractual Clauses, as outlined in **section 5 (Standard Contractual Clauses – module 2)**.

3. Liability and Indemnity

- 3.1. Each Party shall be liable for any breaches of this Agreement or the GDPR caused by its own actions or omissions.
- 3.2. Each Party agrees to indemnify and hold harmless the other Party against any fines, claims, or damages arising from its failure to comply with this Agreement or Data Protection Laws and Regulations.



4. Standard Contractual Clauses – Module 1

Standard Contractual Clauses for Controller-to-Controller Transfers (Module 1) form an integral part of this DPA, are hereby incorporated by reference and shall apply as published in the Official Journal of the European Union, as may be amended, superseded, or replaced, and will be deemed completed with the information set out in this **Exhibit A**. The specific options selected are:

- 4.1. Clause 7: Not Applicable.
- 4.2. Clause 11: Not Applicable.
- 4.3. Clause 17: Laws of The Netherlands.
- 4.4. Clause 18: Rotterdam, The Netherlands.
- 4.5. Annexes completed as per **Annex I** of **Exhibit C** and **Exhibit E**.

5. Standard Contractual Clauses – Module 2

Standard Contractual Clauses for Controller-to-Processor Transfers (Module 2) form an integral part of this DPA, are hereby incorporated by reference and shall apply as published in the Official Journal of the European Union, as may be amended, superseded, or replaced, and will be deemed completed with the information set out in this **Exhibit A**. The specific options selected are:

- 5.1. Clause 7: Not Applicable.
- 5.2. Clause 9: Option 2. 30 days.
- 5.3. Clause 11: Not Applicable.
- 5.4. Clause 17: Option 2: Laws of The Netherlands.
- 5.5. Clause 18: Rotterdam, The Netherlands.
- 5.6. Annexes completed as per **Annex I** of **Exhibit C** and **Exhibit E**.

Exhibit B

1. Obligations of the Partner

For the Processing Activity Job Posting, Partner shall:

- 1.1. Inform VONQ whether it acts as Controller or Processor of Partner Personal Data;
- 1.2. Provide VONQ with documented instructions for Processing Personal Data;
- 1.3. Have sole responsibility for the accuracy, quality and legality of Partner or Partner Affiliate Personal Data and the means by which Partner acquires and acquired such data, unless this DPA determines obligations for VONQ in relation to such accuracy, quality and legality. In addition thereto, Partner or Partners Affiliate has the sole responsibility for ensuring that Partner or Partner Affiliate Personal Data is collected in accordance with the requirements of the respective contractual clauses referenced in this **Exhibit B**.
- 1.4. Ensure that VONQ is authorized to engage Third-Parties for the purpose of posting Partner or Partner Affiliate's vacancy and to share Personal Data where provided by Partner or Partner Affiliate as part of the job description.

2. Obligations of VONQ

For the Processing Activity Job Posting, VONQ shall:

- 2.1. Process Personal Data only on documented instructions from the Partner, or Partner Affiliate communicated by the Partner, including with regard to transfers of Personal Data to a third country, unless required by EU or Member State law;
 - 2.1.1. **Annex II of Exhibit C**, constitutes such documented initial instructions. The Controller may provide further instructions during the performance of the Assignment; Partner shall act as single point of contact.
- 2.2. Ensure that persons authorized to process Personal Data are bound by confidentiality obligations; Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as detailed in **Exhibit E**;
- 2.3. Assist the Partner in fulfilling its obligations to respond to data subject requests under GDPR Chapter III;
- 2.4. Notify the Partner without undue delay (and no later than 48 hours) after becoming aware of a Personal Data breach;
- 2.5. At the Partner's discretion, delete or return all Personal Data to the Partner upon termination of services, and delete existing copies unless required by law to retain them;
- 2.6. Make available to the Partner all information necessary to demonstrate compliance with this Agreement and allow for audits or inspections.

3. Data Processor Clauses

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Data Processor Clauses form an integral part of this DPA, are hereby incorporated by reference and shall apply as published in the Official Journal of the European Union, as may be amended, superseded, or replaced, and will be deemed completed with the information set out in this **Exhibit B**.

3.1. Clause 5: Not applicable.

3.2. Clause 7.7: Option 2.

As for Clause 7.7, the following shall apply:

3.2.1. Partner hereby provides the specific written authorisation to VONQ to engage Sub-processors for the processing activity Job Posting. The current list of sub-processors engaged can be found on VONQ's webpage at: <https://www.vonq.com/privacy-portal/list-of-subprocessors/>.

3.2.2. In case VONQ engages another Processor for carrying out specific Processing activities on behalf of Partner, the data protection obligations within this DPA, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR, shall apply to such Sub-Processor.

3.2.3. VONQ shall inform Partner about any new Sub-Processor a minimum of 30 days in advance via email to the "Notification" email provided on the cover page of this DPA.

3.2.3.1. Partner has the right to object to the addition of a new Sub-Processor, for a justified reason within 30 days of receipt of VONQ's notification, via email to dpo@vonq.com. In such case, Partner shall give VONQ a reasonable time to find a replacing Sub-Processor. If VONQ is unable to find a replacing Sub-Processor (within 60 days) and the use of this specific Sub-Processor cannot be discontinued, Partner shall have the right to terminate the Agreement by written notice before the effective date of the change.

3.2.3.2. Should the Partner not object to the addition of a new Sub-Processor within 30 days following the notification, the consent of the Partner shall be deemed to have been given.

3.3. Option 1 shall apply for Clause 1, Clause 8 lit. (c) (4), Clause 9.1 lit. (b) and (c) and Clause 9.2 lit. (c) of the Data Processor Clauses.

3.4. Annex I: Information about the Parties shall be found on the cover page of this DPA and is hereby incorporated.

3.5. Annex II: Description of the transfer, Data Subjects, data types and purpose of Processing is described in **Annex II** of **Exhibit C** and is hereby incorporated. The frequency of the transfer is on a continuous basis for the duration of the Agreement.

Exhibit C**Annex I of Exhibit C: Specification of Processing – Candidate Pre-screened Applications (CPA+)****1. Data Subjects, Data Types, and Purpose of Processing**

To fulfil the Assignment VONQ processes Personal Data of Candidates, such as salutation, name, email address, phone number, credentials, CV information, cover letters and video interview transcripts. Candidate Personal Data is parsed, scored, and summarized for the purpose of facilitating recruitment activities.

2. Data Subjects, Types, and Purpose – CPA+ Overview

Data Subjects	Data Types	Purpose of Processing
- Candidates	Personal Data if and as provided by candidates: <ul style="list-style-type: none">- salutation- name- email address- phone number- credentials- CV- cover letter- video interview transcript	Parsing, Scoring, summarizing, and facilitating recruitment activities under VONQ's CPA+ product.

Annex II of Exhibit C: Specification of Processing – HAPI JP

1. General

Services based on the HAPI JP can be extended with the HAPI Payments, HAPI Compliance and/or HAPI Social Impact module(s).

2. Data Subject, Data Types and Purpose of Processing

2.1. HAPI Services

To fulfil the Assignment all HAPI Services process the following Personal Data: VONQ processes HAPI-Subscriber IP-addresses for HAPI security, auditability and optimization. VONQ also processes recruiter information if provided by Partner or Partner Affiliates as part of Vacancy Data.

2.2. HAPI JP

To fulfil the Assignment and in addition to 2.1. VONQ Processes Personal Data, such as Partners or Partners Affiliates job board credentials, username and password, for the contract(s) the Partner provides. Data types and Data Subjects are further detailed in section 3.

2.3. HAPI Payment Module

To fulfil the Assignment and in addition to the Personal Data mentioned in sections 2.1. VONQ Processes Personal Data, such as the Partners or Partners Affiliates billing details (name, first name, phone number, business email address, tax ID, billing address, ID). Data types and Data Subjects are further detailed in section 3.

2.4. Direct Apply

To fulfil the Assignment and in addition to the Personal Data mentioned in sections 2.1. VONQ Processes third-Party Personal Data, such as salutation, name, phone number, personal email address, home address, CV and other Personal Data of and provided by (potential) Candidates.

3. Data Types, Subjects and Purpose – HAPI Job Post Complete Overview

Data Subjects	Data Types	Purpose of Processing
HAPI-subscribers (if employees or contractors of Partner connect to HAPI with their personal IP-addresses)	- IP Addresses	HAPI security, auditability and optimization.

Partners or Partners Affiliates recruiter information	Personal Data if and as provided by Partner or Partner Affiliate: - first and last name - phone number - business email address	As part of Vacancy Data to be included in the job description.
Partner or Partners Affiliates customers' job board credentials for the contract(s) the Partner provides	- username - password	Performance of the Assignment.
Partners or Partners Affiliates employees or contractors, if Personal Data of those Data Subjects is provided as part of Partner's billing details.	- name, first name - phone number - business email address - tax ID - billing address - customer ID	Performance of the Assignment.
Candidates	- salutation - name - phone number - personal email address - home address - CV	Direct Apply

Exhibit D**Specification of Processing: HAPI JM****1. General**

As per 2.3, this Assignment may be supplemented with additional services under the HAPI product line. Any Processing of Personal Data under such Services shall be described in this Exhibit and subject to this DPA. Additional services include HAPI JM.

2. HAPI JM

To fulfil the Assignment and in addition to 2.1.

To fulfil the Assignment all HAPI Services process the following Personal Data: VONQ Processes HAPI-Subscriber IP-addresses for HAPI security, auditability and optimization. VONQ also Processes recruiter information if provided by Partner or Partner Affiliates as part of Vacancy Data. In the context of HAPI JM, VONQ additionally Processes Personal Data, such as Third-Party or Third-Party Affiliates recruiter information (ID, first name, last name and business email address).

3. HAPI JM – Overview

Data Subjects	Data Types	Purpose of Processing
Partner or Partner Affiliates recruiter information.	- ID - first and last name - business email address	Performance of the Assignment.
Partners or Partner Affiliates contact information (as part of Vacancy Data)	Personal Data if and as provided by Partner or Partner Affiliate: - first and last name - phone number - business email address	Performance of the Assignment.
HAPI-Subscribers (if employees or contractors of Partner connect to HAPI with their personal IP-addresses)	- IP Addresses	HAPI security, auditability and optimization.

Exhibit E

Technical and Organisational Measures

VONQ ensures for its area of responsibility the implementation of and abidance by technical and organizational measures agreed upon, according to this exhibit. The Partner will implement appropriate technical and organisational measures according to the requirements of the GDPR.

1. Confidentiality (article 32 sec. 1 subs. (b) GDPR)

Access control to premises and facilities (physical access control)

Objective: Unauthorised access to premises and facilities must be prevented.

Employees can only gain entry to the office building with a personalized key card	[x]
Visitors are welcomed at the reception, picked up by a member of the relevant department escorted by the respective VONQ employee(s).	[x]
Securing office in out-of-work-hours by site alarm system.	[x]
CCTV surveillance.	[x]
Storage of hardware in access-protected cupboards.	[x]

System access control (hardware access control)

Objective: No access to data processing systems by unauthorized persons.

Authentication and authorization are required throughout the entire data-processing system. Entering a username and password is always required.	[x]
Password is subject to restrictions set forth in the internal Password Policy. E.g.: - after the first login, the password has to be changed, - the password must be changed regularly by the user, - repeated use of the same password is prevented by the system.	[x]
Users will be blocked after three incorrect login attempts and can only be unblocked by the internal IT.	[x]
VONQ utilizes network segmentation (VLAN). Gateways are protected by firewalls and are being monitored. The internal local area network (LAN) is divided into several segments, including a VONQ WiFi segment and a separate public segment for visitors. Production and test systems are separated at an operating system level and placed in different networks.	[x]

Access control to data (software access control)

Objective: Unauthorised activities in data processing systems outside of assigned authorisations must be prevented.

Based on their username, users are restricted to certain roles for certain applications.	[x]
Application users can access personal identifiable information (hereinafter “PII”) only to the extent required for the specific role.	[x]
Additionally PII is stored and transmitted in an encrypted form as far as technically possible.	[x]

Separation Control

Objective: Data collected for different purposes must be processed separately

Logical data separation per application (one application cannot access other applications).	[x]
PII is separated logically on a per customer basis.	[x]
Separation of development, staging, and production systems: Anonymized datasets are being used for development and staging environments.	[x]
At all times transactional data is kept separate from the PII retained or used for another purpose.	[x]

2. Integrity, availability and resilience of systems (article 32 sec. 1 subs. (b) GDPR)

Transfer control

Objective: Protection of PII from unauthorized reading, modification or deletion.

State of the art encryption is utilized for every PII data transfer, utilizing protocols such as SSH, SFTP, SCP, HTTPS and TLS.	[x]
Volume and file encryption are utilized whenever possible.	[x]
Disposal operators destroy discarded hardware, data carriers and printouts.	[x]

Input control

Objective: Traceability of entries; modification or deletion of data.

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Personal Data is inputted via automated processes (i.e. the collection of IP addresses). Every automated input is logged and can be traced.	[x]
Where data is manually inputted by employees (e.g. name, contact details), identifiable electronic signatures are being utilized wherever possible.	[x]
Modifications and deletions are marked with identifiable electronic signatures wherever possible.	[x]

3. **Availability and access (article 32 sec. 1 subs. (c) GDPR)**

Objective: Data loss prevention and recovery in a timely manner.

On an infrastructure level fault tolerant systems are deployed and whenever possible systems are decentralized.	[x]
Backups are redundant and kept in secure locations on-site and off-site.	[x]
Restore and retrieval processes are tested on a regular basis.	[x]

4. **Procedures for regular testing, assessing, and evaluating (article 32 sec. 1 subs. (d) GDPR)**

Control Procedures

Objective: Procedures have to be implemented to ensure regular testing, assessment and evaluation of the effectiveness of the data security measures.

VONQ undergoes an annual penetration test conducted by an independent and external consultant. Feedback is implemented accordingly to improve Services and security.	[x]
Security measures are subject to internal and external audits.	[x]
Notification of the Data Protection Officer and the Chief Technology Officer about new or adjusted data processing procedures.	[x]
VONQ is ISO 27001 certified.	[x]

Control of Instructions

Objective: Data shall only be processed by service providers, such as subcontractors, in accordance with the instructions of VONQ.

Contracts with Data Protection Agreements according to the requirements of article 28 GDPR are concluded.	[x]
Contract management through centralised registration of subcontractors.	[x]

5. **Pseudonymisation and encryption (article 32 sec. 1 subs. (a) GDPR)**

Objective: PII shall be collected, processed and retained encrypted and in a pseudonymous way.

Whenever possible PII collected by VONQ can no longer be attributed to a specific Data Subject without further information. Such additional information is being kept separately.	[x]
All web applications and communication between networks of VONQ are encrypted via SSL/TLS (data in transfer). As mentioned above, PII is retained on encrypted volumes whenever possible (data in rest).	[x]