

Data Processing Agreement (DPA) – ZINZIZ bv

This Data Processing Agreement (“DPA”) forms part of the Terms of Use (or a similar written or electronic agreement regarding the same subject matter) (“Agreement”) between Senzer and ZINZIZ. Under this Agreement, ZINZIZ acts as the Processor and provides software and services to Senzer, the Controller.

The Parties implement this DPA to comply with the requirements of the EU GDPR regarding the processing of personal data by the Processor as part of its obligations under the Agreement.

ARTICLE 1. | DEFINITIONS

- **Data Transfer:** A transfer of personal data from the Controller to the Processor, or between two establishments of the Processor, or to a Sub-processor by the Processor.
- **EU GDPR:** Regulation (EU) 2016/679 (General Data Protection Regulation).
- **Standard Contractual Clauses:** The contractual terms in Annex 1 in accordance with Implementing Decision (EU) 2021/914 for the transfer of personal data to third countries.
- **Controller:** The natural or legal person who determines the purposes and means of the processing of personal data.
- **Processor:** A natural or legal person who processes personal data on behalf of the Controller.
- **Sub-processor:** A processor or subcontractor appointed by the Processor to perform (part of) the Services.

ARTICLE 2 TO 5. | PURPOSE, CATEGORIES, AND DURATION

- **Purpose:** This DPA establishes the obligations of the Processor regarding the processing of personal data. In the event of a conflict between the Agreement and this DPA, this DPA shall prevail.
- **Categories:** The Controller authorizes processing to the extent determined by the Controller. The nature of the data is specified in Annex I.
- **Purpose of Processing:** Limited to providing Services to the Controller or its client.
- **Duration:** The Processor shall process data for the duration of the Agreement, unless otherwise agreed in writing.

ARTICLE 6. | OBLIGATIONS OF THE CONTROLLER

- The Controller guarantees that it has all necessary rights to provide the personal data to the Processor.
- The Controller is responsible for ensuring an appropriate legal basis for processing, including obtaining and maintaining necessary consents from data subjects.
- The Controller shall immediately inform the Processor in writing of any complaints, requests for access/correction/deletion, or legal processes from authorities.

ARTICLE 7. | OBLIGATIONS OF THE PROCESSOR

- The Processor shall follow written and documented instructions from the Controller.
- The Processor shall provide reasonable assistance with requests from data subjects or supervisory authorities.

- The Processor shall inform the Controller if, in its opinion, an instruction infringes upon legislation.
- The Processor shall assist in performing necessary Data Protection Impact Assessments (DPIAs).

ARTICLE 8. | DATA CONFIDENTIALITY

- The Processor shall deploy personnel who have been informed of the confidential nature of the data.
- Personnel are regularly trained in data security and privacy.
- The Processor maintains appropriate Technical and Organizational Measures (TOMs).

ARTICLE 9. | AUDIT RIGHTS

- Upon reasonable request, the Processor shall make information available to demonstrate compliance.
- For on-site audits, a written notice period of at least 15 days applies.
- The costs of an audit shall be borne by the Controller.

ARTICLE 10 TO 14. | TRANSFER, SUB-PROCESSORS, AND INCIDENTS

- Transfer: Data processing outside the EEA shall only take place in accordance with Schedule 1.
- Sub-processors: The Controller consents to the engagement of Sub-processors (see Annex III). Changes will be notified 30 days in advance via email.
- Data Breaches: The Processor shall report a breach to the Controller without undue delay and provide assistance in handling the matter.
- Deletion: Within 30 days after the end of the Agreement, data shall be returned or deleted upon instruction from the Controller.

SCHEDULE 1

ANNEX I: DETAILS OF THE TRANSFER

A. LIST OF PARTIES

- Data Exporter (Controller): ZINZIZ BV, Niels Bohrweg 121, 3542CA Utrecht. Contact person: Martijn van Endt.
- Data Importer (Processor): Senzer, Vinkenlaan 15, 3657RT Helmond. Contact person: Nicole.

B. DESCRIPTION OF THE TRANSFER

- Data Subjects: Authorized users of the client's services.
- Types of Data: Name, Address, Date of Birth, Age, Education, Email, Gender, Image, Job, Language, Phone, Related person, Related URL, User ID, Username.
- Sensitive Data: No sensitive data is collected.
- Frequency: Continuous.

ANNEX II: TECHNICAL AND ORGANIZATIONAL MEASURES (TOMs)

ZINZIZ maintains a security management system that complies with the ISO/IEC 27001:2022 standard.

- Organization: Qualified security personnel are responsible for the information security program.
- Access Control: Use of unique IDs, strong passwords, and mandatory Multi-Factor Authentication (MFA) for all users. Access is based on the "least privilege" principle.
- Infrastructure: ZINZIZ operates 100% SaaS-based via Microsoft 365 within EU/EEA data centers. No physical servers or AWS are used.
- Security: Bitdefender EDR is enabled on all endpoints. Data is encrypted at rest and in transit (HTTPS/TLS).
- Incident Management: Formal procedures are in place for incident escalation and regular audits of security logs.

ANNEX III: LIST OF SUB-PROCESSORS

- Microsoft 365: Productivity, identity & data storage (EU/EEA).
- Simplicite BV: CRM/HR/Projects (NL/EU).
- Bitdefender: Endpoint protection (EU/EEA).
- Transkriptor: Transcription (EU/EEA).
- Piktochart: Visual design (EU/EEA).
- Medallia Agile: Surveys (EU/EEA).

Date: February 6, 2026, Utrecht **M. van Endt (CEO)**