

CONTROLLER DATA SHARING AGREEMENT

This Controller Data Sharing Agreement (“**Agreement**”) is agreed between Albert Heijn B.V., a private company with limited liability, incorporated under the laws of the Netherlands, having their principal place of business at Provincialeweg 11, (1506 MA) Zaandam, the Netherlands, and PaperLive, office registered Bergstraat 12 te Sweikhuizen, and registered with the Chamber of Commerce under the following KvK-number 73529796 together referred to as (“Parties”) and regulates the sharing of Personal Data by Parties for the purpose as specified in Appendix II to this Agreement (“**Project**”).

A description of the Processing is set out in Appendix II to this Agreement.

1. GENERAL

- 1.1. **Personal Data.** The parties acknowledge that the Project involves the sharing of various categories of data, some of which may constitute information relating to an identified or identifiable Individual, hereinafter referred to as: “**Personal Data**”.
- 1.2. **Controllership.** Each Party agrees that, in respect of data that constitutes Personal Data Parties, they qualify as separate Data Controllers for the processing of Personal Data in connection with the Project.
- 1.3. **Scope.** With respect to the separate controllership of Parties and without the intention of entering into a joint-controllership as defined in article 26 GDPR, this agreement sets out the framework for the sharing of Personal Data (hereinafter referred to as: “**Sharing Data**”) between the Parties and defines the principles, procedures and the responsibilities.

2. DATA PROCESSING OBLIGATIONS

With respect to Personal Data processed by Parties in the context of the Agreement, the following principles apply:

- each party shall Process Personal Data in compliance with Applicable Data Protection Laws;
- each Party shall implement appropriate technical and organisational security measures to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorised access, particularly with regard to transmitting these data over a network, and against any other form of unlawful processing;
- each Party shall ensure that all Personal Data created, or collected from Data Subjects is accurate and, where appropriate and kept up to date;
- each Party shall cooperate with any competent personal data protection authority, particularly in the event of any request for information it receives, or in the event of an inspection. Party shall promptly notify the other Party regarding requests for Disclosure of Personal Data by law enforcement in connection with the Project, state security bodies or other public authorities (“**Authority**”);
- each Party shall be responsible for notifying its own Personal Data Breach to the appropriate

data protection authorities and, where applicable, to the Data Subjects, as and when required under the Applicable Data Protection Laws. A Personal Data Breach relating to Personal Data that were transferred by the other Party will be notified to the other Party at boonmagazine.nl@gmail.com and vice versa at ad.itsecurity.group@aholddelhaize.com on the condition that the Personal Data Breach is in the first Party's reasonable opinion connected to the Project and/or necessary in the other Party's interest to be aware of the breach;

- each party shall deal promptly and appropriately with reasonable requests of the other Party related to Personal Data;
- each Party shall be responsible to the other Party for the proper performance of all its obligations under Applicable Data Protection Laws. If a Party suffers damage as a result of the failure of the other Party to comply with Applicable Data Protection Laws related to the Project, the latter Party shall indemnify the former Party against that damage.

3. INFORMATION TO DATA SUBJECTS

Parties agree that the customers of Albert Heijn have been informed of the processing of their personal data for this purpose in the Actievoorwaarden, as required by applicable law;

4. RIGHTS OF DATA SUBJECTS

Data Subjects have the right to object, have access to, rectify, limit processing of and erase their Personal Data, as well as the right to data portability and withdrawal of consent. Each Party will promptly notify the other Party at boonmagazine.nl@gmail.com and vice versa at privacy@ah.nl if it receives a complaint or request in connection with the Project from a Data Subject concerning his/her Personal Data.

Date/Place Oktober 2023

Albert Heijn B.V.

Date/Place Oktober 2023

PaperLive

APPENDIX I - Definitions

<u>"Agreement"</u>	means this Controller Data Sharing Agreement.
<u>"Applicable Data Protection Laws"</u>	Data protections laws applicable to Parties, including Regulation 2016/679/EC.
<u>"Data Controller"</u>	means the entity or natural person which alone or jointly with others determines the purposes and means of the Processing.
<u>"Disclosure"</u>	means any form of disclosure of Personal Data to (including remote access by) any Employee or any Third Party. <u>"Disclose"</u> and <u>"Disclosed"</u> are to be construed accordingly.
<u>"Data Subjects"</u>	means any individual whose Personal Data is Processed by Parties in the course of the performance of the Agreement.
<u>"Personal Data"</u>	means any information relating to an identified or identifiable individual.
<u>"Personal Data Breach"</u>	has the meaning given to it or its equivalent in the law on Personal Data Protection Legislation.
<u>"Sharing Data"</u>	means the sharing of Personal Data between organisations which are Data Controllers. It includes when you give access to data to a Third Party, by whatever means. Data Sharing can take place in a routine, scheduled way or on a one-off basis.
<u>"Third Party"</u>	means any party other than the Parties to the Agreement.

APPENDIX II – Description of Processing

1. Purpose of the data sharing

2. The lawful basis for sharing data

3. Duration

4. Categories of Individuals

The Personal Data shared relate to the following categories of Individuals:

5. Types of Personal Data

The Personal Data shared consist of the following categories:

6. Types of sensitive data and exception ground(s)

The sensitive data shared consist of the following categories:

None.

7. Organisations involved in the data sharing

Entity details	Entity Type	Country/ Region	Protection Guarantees	Contact details DPO
N/A				

8. Technical and organisational security arrangements, including the transmission of the data.