

DATA PROCESSING AGREEMENT

This Data Processing Addendum, including its annexes ("DPA"), forms part of the Service Agreement or any other written or electronic agreement between iLost B.V. ("iLost") and the customer using the iLost platform ("Client") for the provision of iLost's software-as-a-service solution and related services (the "Services") (the "Agreement").

In the course of providing the Services pursuant to the Agreement, iLost may process Personal Data on behalf of the Client. The Parties agree that such processing shall be carried out in accordance with the terms of this DPA and applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR").

Each Party shall act reasonably and in good faith in fulfilling its obligations under this DPA.

WHEREAS

- iLost provides an online platform by means of which found objects can be returned to the owner (the "iLost Platform");
- the Parties have concluded a Service Agreement regarding the Client's use of the iLost Platform;
- the following personal data processing takes place on the iLost Platform:
 - Phase 1: the Client submits a description of the found object to the iLost Platform, or instructs iLost to do so. The description comprises, inter alia, a part intended for publication and a restricted part ("undisclosed characteristics"). Based on this description, iLost places a public announcement on its website which can be found by means of iLost's search engine;
 - Phase 2: when a user has claimed a found object and has created an iLost account, iLost will link the found object data from Phase 1 to the user's account information. Once the claim is verified, the found object will be returned to the user;
- with respect to the personal data processing in Phase 1, the Client will act as the controller within the meaning of the applicable law;
- with respect to the personal data processing in Phase 1, iLost will act as the processor within the meaning of the applicable law;
- based on the user agreement between iLost and the users, iLost will act as the controller with respect to the personal data processing in Phase 2;
- the Parties are recording the arrangements made between them regarding the personal data processing in Phase 1 in this Data Processing Agreement.

AGREE AS FOLLOWS:

Clause 1. Definitions

In this Data Processing Agreement, the same definitions are applied as those in the Applicable Law, in particular the General Data Protection Regulation ("GDPR"), supplemented by the definitions as provided in this Clause 1.

- 1.1. Annex: a signed appendix to this Data Processing Agreement, which forms part of it.
- 1.2. Data Breach: breach relating to personal data as referred to in the Applicable Law.
- 1.3. Services: the services iLost provides on the Client's instructions under the Service Agreement.
- 1.4. Applicable Law: the applicable laws and regulations regarding the processing of personal data, including the GDPR.
- 1.5. Data Processing Agreement: this agreement, including the recitals and the Annexes, as well as any amendments or updates to it, or newer versions.

Clause 2. Subject of this Data Processing Agreement

- 2.1. This Data Processing Agreement contains the arrangements made between the Parties regarding the processing of personal data in the context of the provision of the Services.
- 2.2. The Client establishes the purposes for which personal data is processed, as well as the means of processing which occurs when personal data is submitted to the iLost Platform and the subsequent display of information about found objects on iLost's website (Phase 1) and acts as the controller within the meaning of the Applicable Law. In Phase 1, iLost processes personal data solely on the Client's instructions and on its behalf and qualifies as a processor within the meaning of the Applicable Law.
- 2.3. When the Parties agree on a (new) Data Processing Agreement, it means that the old Data Processing Agreement will lapse.

Clause 3. Carrying out the processing operation

- 3.1. In order to provide the Services, iLost processes personal data as specified in [Annex A](#).
- 3.2. The Client processes personal data in accordance with the Applicable Law. iLost complies with the Client's instructions. If iLost believes that an instruction infringes the Applicable Law, iLost will notify the Client of this without undue delay.
- 3.3. iLost will not process personal data for its own benefit, for the benefit of third parties or for other purposes, except where it has a statutory obligation to do so. iLost will notify the Client of this in advance.
- 3.4. In so far as required and at the Client's expense, iLost will assist the Client in fulfilling its obligations under the Applicable Law, in particular obligations regarding security measures, reporting Data Breaches, carrying out data protection impact assessments ("DPIA"), as well as arranging the prior consultation of the competent public authority/authorities.
- 3.5. The Parties will make further arrangements regarding:
 - the technical measures to be taken to prevent, to the extent possible, the processing of special categories of personal data within the meaning of Article 9(1) GDPR. [Annex B](#) provides a further description of these arrangements;
 - the policy to be applied with respect to storing and destroying personal data. This policy is appended as [Annex C](#).

Clause 4. Access, confidentiality and secrecy

- 4.1. iLost safeguards the confidentiality and technical integrity of the personal data and refrains from disclosing the personal data to third parties, unless this Data Processing Agreement or the Applicable Law provides otherwise.
- 4.2. iLost employees or other of its agents have access to the personal data in so far as this is required to provide the Services. iLost ensures that the employees and other agents who have access to the personal data apply the same level of confidentiality and security as iLost does.

Clause 5. Subcontractors

- 5.1. The Client gives its consent to the possibility that iLost engages subcontractors to process personal data such as sub-processors. Current sub-processors and third parties are listed in Annex A to this DPA. iLost will notify Client when any sub-processors listed in Annex A will be added or replaced at least 30 days prior to any such changes. The Client may object to the deployment of certain sub-processors. If this results in iLost no longer being able to properly provide its Services, the Parties will enter into discussions.
- 5.2. iLost ensures that the sub-processors it engages comply with the same obligations iLost itself must comply with under this Data Processing Agreement.

Clause 6. Reliability and security

- 6.1. iLost will take security measures to protect the Client's personal data against unlawful processing operations, while taking into account the Client's requirements with respect to confidentiality, availability and integrity. These measures provide a level of protection that complies with the Applicable Law and that takes into account the state of the art, the implementation costs and the nature, scope, context and purposes of the processing operation, as well as the risks associated with the processing operation, particularly with respect to data subjects' rights and freedoms.

- 6.2. The Parties acknowledge that security measures are subject to change. iLost endeavours to evaluate the security measures on a regular basis and to adapt them, in so far as this is required.
- 6.3. If the Client so requests, iLost will provide an overview of the security measures it has taken, as well as a report of the evaluations it has carried out and an overview of the adaptations.

Clause 7. Data Breaches

- 7.1. When a Data Breach occurs or has occurred, iLost will notify the contacts listed by the Client in Annex D without undue delay as soon as iLost becomes aware of it.
- 7.2. iLost will take all measures that are reasonably necessary to prevent or limit any further unauthorised access to or alteration, disclosure or other unlawful processing of the personal data and to prevent security breaches and/or Data Breaches as much as possible in the future.
- 7.3. In the notification referred to in Clause 7.1 above, iLost will provide all relevant information at its disposal pertaining to the date, nature and scope of the incident, the name and contact details of the contact person from whom more information can be obtained, the actual or supposed causes and (probable) consequences of the incident and the measures that have been taken or will be taken to deal with the incident or to limit its consequences.
- 7.4. At the Client's expense, iLost will provide all reasonable assistance in any investigation undertaken by the Client following a Data Breach and/or when the Client formulates an adequate response and takes appropriate further action with respect to the Data Breach, including notifying the Dutch Data Protection Authority and/or data subjects.

Clause 8. Requests from data subjects

- 8.1. iLost will assist the Client, to a reasonable extent, in complying with data subjects' requests for access, rectification, erasure or transfer to a third party, or in dealing with data subjects' complaints. The costs incurred in connection with that assistance will be for the Client's account.

Clause 9. Audit

- 9.1. On the Client's request, iLost will provide the information necessary to demonstrate that iLost is complying with its obligations under this Data Processing Agreement.
- 9.2. The Client may subject iLost's processing operations and processing facilities to an audit at most once a year (or to have a third-party subject them to such audit), with due observance of a four-week notice period. The audit will be carried out by an independent and reputable auditor and its primary purpose is to investigate the technical and organisational security measures and to provide evidence of compliance with this Data Processing Agreement and the Applicable Law. The Client will immediately provide iLost with the full audit report upon request.

Clause 10. Transfers outside the EEA

- 10.1. The Parties will ensure that, if and in so far as iLost processes personal data outside the European Economic Area ("EEA"), this will only take place if and to the extent an adequate level of protection is ensured. Upon request, iLost will inform the Client of the countries to which personal data is being transferred.

Clause 11. Indemnification and Liability

- 11.1. iLost's total liability for an attributable failure to fulfil its obligations under this Data Processing Agreement or on any other basis, expressly including guarantee and/or indemnification obligations, is limited to the compensation of direct damage up to the amount paid out by iLost's corporate liability insurance in the relevant case. If, for whatever reason, no payment is made under the insurance referred to in the previous sentence, iLost's liability is limited to (a) the total amount paid to iLost by the Client during the 12 months prior to the act that gave rise to the liability, or (b) 100 euros, whichever amount is the lowest.
- 11.2. The provisions of the first paragraph only apply if the damage is not caused by gross negligence or intent on the part of iLost.
- 11.3. The Client warrants that it is fully entitled and authorised to process and transfer the personal data it provides to iLost in accordance with this Data Processing Agreement. The Client fully indemnifies

- iLost against all third-party claims connected in any way to a failure to comply, in whole or in part, with this warranty and against all related damage and expenses, including the full amount of lawyer's fees.
- 11.4. iLost is neither responsible nor liable for any processing of personal data that falls outside the scope of this Data Processing Agreement, including the collection of personal data by the Client, processing operations for purposes not disclosed to iLost by the Client and/or processing operations by third parties.
- 11.5. The Client fully indemnifies iLost against any third-party claims (including claims by data subjects) in connection with the performance of this Data Processing Agreement and from all related damage and expenses, unless the Client demonstrates that these claims arise from an attributable failure by iLost to fulfil its obligations under this Data Processing Agreement or to comply with provisions that apply specifically to iLost from or pursuant to the GDPR.

Clause 12. Duration and termination

- 12.1. This Data Processing Agreement enters into force on the date of the Service Agreement concluded between the Parties was signed. This Data Processing Agreement ends by operation of law when the Service Agreement ends and iLost no longer processes personal data for the Client. This Data Processing Agreement cannot be terminated independently of the Service Agreement. Obligations that are intended, by their nature, to remain applicable after the Data Processing Agreement has ended, will remain applicable after the Data Processing Agreement has ended. These obligations include, among others, the provisions pertaining to confidentiality, liability and Applicable Law.
- 12.2. When performance of the Services stops, iLost will, on the Client's request, take all reasonable measures to destroy the personal data it has processed on the Client's instructions. iLost will, on the Client's request, provide a file with the personal data it holds.

Clause 13. Final Provision

- 13.1. This Data Processing Agreement is governed by Dutch law. Any and all disputes arising from this Data Processing Agreement will exclusively be brought before the competent District Court in Amsterdam.

The parties' authorized signatories have duly executed this DPA:

.		CLIENT	
iLost B.V.		Client Legal Name:	
Signature:	<div><div>DocuSigned by:</div><div></div><div>0CBB6EFB5A7148A...</div></div>	Signature:	
Print Name:	Hanneke Stegweg	Print Name:	
Title:	Managing Director	Title:	
Date:	6 January 2026	Date:	

Annex A: Data processing activities

To carry out the Services, iLost processes personal data in the manner set out below. Description of the Services and data processing activities:

The following personal data categories may be processed (data set and processing activities)

Category: unknown owners

Example data set: Date of birth, place of birth, surname, first name, address, email address, location of the find, date of the find, card number, personal card and document, IMEI number (last four digits), telephone number

Data processing activities:

- Registration of found items with unknown owners
- Verifying ownership of found items
- Return found items back to their owners

Category: co-workers / employees

Data set needed: Email address, name

Data processing activities:

- To authenticate, authorize and identify co-workers and to grant them access to applicable resources.

Enabled sub-processors:

Name sub-processor(s)	Location of processing operations	Method of processing
Amazon Web Services EMEA SARL (AWS Europe)	Inside the EER	Cloud service provider for hosting, data center and disaster recovery services.
Intercom	Inside the EER	Communication and support platform for handling customer inquiries, user communication, and incident reports within the iLost Platform.

Annex B: Provision of personal data to iLost

When objects are registered on the iLost Platform, the Client should in principle provide no more data for publication than is strictly necessary for the owner to recognise his/her object.

The control features registered must be sufficient in order to ensure that the person claiming the object is making a valid claim.

Please note that under no circumstances may the Client register special categories of personal data* for the use of the service. Data on means of payment and other sensitive personal data will never be registered in full either.

With a view to preventing unintentional errors, iLost will carry out partial and automated tests on the data provided and will restrict registration options if the data is found to be potentially sensitive.

* Special categories of personal data include personal data concerning health or those that reveal somebody's racial or ethnic origin or religion. In principle, the processing of special categories of personal data is not permitted.

Annex C: Policy on retention and destruction

Data from Phase 1 (Person reporting)

Type of data	Description	Retention period	Start of the Period	Method
Public object data	Title and primary image	5 years	Upon archiving or object's return to owner	Anonymization, title and photo of objects with suspected personal data are removed (eg Passport, ID, wallet)
Control features	Undisclosed characteristics and additional images	5 years	Upon archiving or object's return to owner	Deletion
Finder's data	Finder's name and address details (not the Client's)	5 years	Upon archiving or object's return to owner	Anonymize, keep city and country name
Co-workers' data	Co-workers' name and email address	5 years	Upon removal of the co-workers' account from the organization account	Deletion
Processing history	Automated registration of actions by person reporting, status progression of the object and other audit data	Unlimited (for system integrity purposes)	Not applicable	Pseudonymisation, log of actions are kept, user details are deleted (see row above).

Annex D: Contact details

<u>Client</u>	Name and position	Telephone number	Email address and other contact details
Contact 1			
Contact 2			

<u>iLost</u>	Name and position	Telephone number	Email address and other contact details
Contact 1	Security Officer	+31 (0)88-6545678	security@ilost.nl
Contact 2	Managing Director	+31 (0)88-6545678	hanneke@ilost.nl