EindhovenAirport

Data Processing Agreement

August 2026

This data processing agreement (hereinafter: the "**Data Processing Agreement**") applies to the processing of Personal Data in the context of the cooperation between:

1. Eindhoven Airport N.V., a private company with limited liability under Dutch law, with its offices on Luchthavenweg 13 and official place of business at Eindhoven, listed in the Commercial Register in Eindhoven under file number 17051407, legally represented in this matter by its Chief Executive Officer (CEO), R.A.J. Hellemons, and its Chief Operations Officer (COO), M.P.J. van den Bogaard hereinafter referred to as "**EANV**"

   and

2. EANV's contractual counterparty, hereinafter referred to as the "**Processor**".

EANV and Processor jointly as "**Parties**",

CONSIDERING THAT:

a) Processor provides services to EANVV under a main agreement and/or purchase order(s) (together: the "**Main Agreement**").

b) The Processor processes Personal Data on behalf of EANV within the meaning of the General Data Protection Regulation (EU 2016/679), hereinafter referred to as the "**GDPR**".

c) The Parties wish to arrange this processing in accordance with Article 28 of the GDPR by means of this Data Processing Agreement, which is not signed separately by the Processor but which becomes applicable upon the acceptance of EANV's General Purchase Conditions (IT and Systems) (hereinafter: "**GPC**") or signing the Main Agreement.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

1 Subject of this Data Processing Agreement

1.1 This Data Processing Agreement applies exclusively to the processing of Personal Data in the context of the Main Agreement.

1.2 Terms such as "Process", "Personal Data", "Controller", "Processor" and "Data Subject" have the meaning ascribed to these in the GDPR.

1.3 During the execution of the Main Agreement, the Processor processes Personal Data on behalf of EANV. The subject matter, nature and purpose of the processing, as well as the type of Personal Data and the categories of Data Subjects, derive from the nature of the services and/or products described in the Main Agreement.

2 Controller and Processor

2.1 Parties are required to comply with the GDPR regardless of the privacy qualifications attributed to Parties in this Data Processing Agreement.

2.2 EANV qualifies as the Controller for the processing of Personal Data under applicable law. The Processor has been appointed by EANV and agrees to the processing of Personal Data on behalf of the Controller.

2.3 The Main Agreement is concluded to make use of the Processor's expertise for the processing of Personal Data in the context of the Main Agreement. The Processor determines which means are required for this but will never process Personal Data for its own purposes.

2.4 EANV may give the Processor specific instructions on the retention periods and on the correction, anonymisation, blocking, deletion or other processing of the Personal Data. The Processor shall provide all reasonable assistance to enable EANV to comply with its legal obligations when a Data Subject exercises his or her rights under applicable law (including the GDPR).

2.5 The processing of Personal Data by the Processor is limited to those processing operations that are necessary to comply with the obligations under the Main Agreement.

3 Engaging Sub-processors

3.1 The Processor shall not engage third parties (hereinafter: "**Sub-processors**") for the processing of Personal Data without the prior specific written consent of EANV.

3.2 In order to obtain consent, the Processor shall inform EANV in advance in writing of any intended addition or replacement of a Sub-processor, by means of a notification to the Privacy Officer via privacy@eindhovenairport.nl. After receiving the notification, EANV has four weeks to object. If EANV does not object within this period, the authorisation is deemed to have been granted.

3.3 Notwithstanding the consent of EANV, as referred to in the previous paragraph, the Processor shall remain fully liable to EANV for the consequences of outsourcing its activities to (a) Sub-processor(s) in accordance with Article 12.

3.4 EANV's consent under Article 3.1 does not affect the fact that the use of Sub-processors in a country outside the European Economic Area without an adequate level of protection also requires permission under Article 9.

3.5 The Processor shall ensure that each Sub-processor is bound by the obligations incumbent on the Processor under this Data Processing Agreement and shall ensure compliance therewith.

4 Confidentiality

4.1 Without prejudice to the existing contractual arrangements between the Parties, the Processor guarantees that it will treat all Personal Data as strictly confidential and also imposes this obligation on all its employees, agents and/or Sub-processors explicitly approved by EANV engaged by the Processor, who are involved in the processing of the Personal Data.

4.2 The Processor will ensure that, to that end, Sub-processors have signed an adequate Sub-Data Processing Agreement for this purpose, as further specified in Article 3. The Processor shall, at the request of EANV, provide evidence that such Sub-Data Processing Agreement(s) have been concluded.

5 Security

5.1 Without prejudice to the security standards agreed upon by the Parties in the Main Agreement, the Processor shall take appropriate technical and organisational measures to secure the processing of the Personal Data, all as laid down in further detail in the Security Annex. These measures at least include, without prejudice to the provisions of Articles 28(3) and 32 of the GDPR, the following:

5.1.1 measures to ensure that only authorised personnel have access to the Personal Data;

5.1.2 measures to protect the Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorised or unlawful storage, access to or disclosure of the Personal Data;

5.1.3 measures to identify (imminent) security breaches with regard to the processing of Personal Data in the Processor's systems used to provide services to EANV.

6 Audit capabilities

6.1 The Processor will regularly check the security measures it has taken and in any case conduct a check at least once a year. At the request of EANV, the Processor will demonstrate which measures it has taken on the basis of Article 5.1. The Processor will allow EANV to audit and test such measures. As a result of the findings of these audits and tests, the Processor will amend its security policy in accordance with further written instructions from EANV in the context of applicable privacy regulations, including but not limited to Article 28(5) of the GDPR. Alternatively, EANV may use a statement from an independent external expert who gives an opinion on the measures taken by the Processor (Third Party Assurance).

6.2 The Processor will provide all reasonable cooperation in the relevant audits and tests, which must in any case be understood to include: providing access to buildings and databases that are relevant to the processing operations carried out by the Processor for EANV, and making all relevant information available.

6.3 If an audit and/or test shows that the Processor has failed to comply with its obligations under this Data Processing Agreement, the Processor will bear both its own costs and the costs incurred by EANV in the context of the audit and/or the test, without prejudice to the other statutory rights of EANV.

7 Security improvements

7.1 The Parties acknowledge that security requirements are subject to constant change, that an effective security system requires frequent evaluations and regular improvement of outdated security measures. The Processor will therefore evaluate the measures as implemented in accordance with Article 5 on an ongoing basis and will strengthen, supplement and improve these measures in accordance with Article 6.

7.2 EANV has the right to instruct the Processor to take additional security measures if there is a reasonable reason to do so, such as an audit outcome, changed laws or regulations, an incident or a change in the risk profile of the processing. The Processor will implement these additional security measures within a reasonable period of time (in principle within four weeks). If an amendment to the Main Agreement is required in order to comply with such an instruction, the Parties will agree on an amendment to the Main Agreement.

8 DPIA

8.1 The Processor will provide EANV with all reasonable cooperation in carrying out a Data Protection Impact Assessment (DPIA), as defined in Article 35 of the GDPR.

9 Data transfers

9.1 The Processor will notify EANV without delay of any permanent or temporary planned or unplanned transfers of Personal Data to a country outside the European Economic Area without an adequate level of protection or to an international organisation (as referred to in Article 44 of the GDPR) and will only perform such a planned or unplanned transfer after obtaining EANV's written consent.

9.2 The Processor is obliged to comply with one of the transfer mechanisms from Chapter V of the GDPR in the event of a transfer to third countries as referred to in Chapter V of the GDPR. If a transfer mechanism is declared invalid, the Processor shall provide all reasonable cooperation to comply with an alternative transfer mechanism from Chapter V of the GDPR.

9.3 The Processor shall keep an up-to-date overview of transfers and shall make it available to EANV upon first request.

10 Informatieplichten en incidentenmanagement

10.1 The Processor will promptly notify EANV – in any event within 24 hours of the Processor becoming aware thereof – of any incidents and requests relating to the processing of the Personal Data. The Processor will at all times cooperate with EANV upon its request and will follow EANV's written instructions with regard to such incidents or requests, in order to enable EANV to perform a thorough investigation into the incident or request, to formulate a correct response and to take suitable further steps in respect of the incident or request. In addition, Article 12 of this Data Processing Agreement regarding liability and indemnity applies accordingly.

10.2 The term "Incident" in Article 10.1 must in any case be understood to mean:

10.2.1 an investigation or seizure of the Personal Data by government officials, or any suspicion that such an investigation or seizure is about to take place;

10.2.2 any unauthorised or accidental access, processing, deletion, loss or unlawful processing, in any form, of the Personal Data;

10.2.3 any breach of security and/or confidentiality as set out in Articles 4 and 5 of this Data Processing Agreement that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data, or any indication of such a breach being imminent or having taken place.

10.3 The Processor will at all times have up-to-date and written procedures in place to enable it to provide an immediate response to EANV concerning an incident, and to cooperate effectively with EANV in handling the incident. The Processor will provide EANV with a copy of such procedures upon EANV's written request.

10.4 Any notifications pursuant to Article 10 will be addressed to EANV's IT Servicedesk:

IT Servicedesk
Telephone: +31 (0) 88 - 0043010
Email: privacy@eindhovenairport.nl

The IT Service Desk can be contacted by telephone during office hours (Monday till Friday from 08.30 a.m. – 05.00 p.m.). If the call is not being answered, notification should be sent by email to privacy@eindhovenairport.nl with high priority.

A notification to the IT Servicedesk must contain at least the following information:

- the start and end time, the start and end dates, and the location of the event;
- the nature and extent of the event;
- the department or part of the system where the event occurred;
- the time required to determine the damage caused by the incident;
- the type, nature, and scope of the Personal Data affected; type and (estimate of) number of affected Data Subjects;
- the likely consequences, including the consequences for Data Subjects and a proposal to prevent harm and other negative consequences;
- measures taken and to be taken to mitigate the consequences of the incident; and
- the name and contact details of the data protection officer or other contact person, from whom additional information regarding the incident can be obtained.

10.5 The Processor is not permitted, on its own initiative, to notify (a) data subjects who are or may be affected by the incident, or (b) the competent authority, for example the Dutch Data Protection Authority, of the incident.

10.6 The term "Request" used in Article 10.1 must in any case be understood to mean: a complaint, a request for information or any other request concerning their rights as set out in the GDPR by a Data Subject or another natural person with regard to the processing of the Personal Data by the Processor.

10.7 Requests made pursuant to this Article 10 shall be addressed to EANV's Privacy Officer via privacy@eindhovenairport.nl, including all relevant information available to the Processor.

10.8 The Processor shall not respond to the Data Subject unless and insofar as EANV provides the Processor with written instructions to this effect.

10.9 The Processor provides assistance as referred to in Article 28(3)(e) of the GDPR, including the facilitation of access, rectification, deletion, restriction, data portability and objection, free of charge and in a timely manner, as well as the execution of instructions given by EANV.

11 Return or destruction of Personal data

11.1 Upon termination of this Data Processing Agreement, or upon EANV's written request, the Processor will, at EANV's discretion, either immediately destroy or return all the Personal Data to EANV.

11.2 The Processor will notify all Sub-processors and other third parties involved in the processing of the Personal Data of the termination of the Data Processing Agreement or of the written request referred to in Article 11.1 and will ensure that all such third parties either destroy the Personal Data or return the Personal Data to EANV, at EANV's discretion.

12 Liability and indemnification

12.1 If either Party fails to comply with this Data Processing Agreement, that Party will be liable to compensate the other Party for the loss or damage it has suffered. Loss or damage will in any case be understood to include, but not exclusively, the costs incurred in connection with having to recompile files of lost or destroyed Personal Data and the costs incurred to prevent or limit loss or damage. Liability with regard to reputation damage and/or loss of profits is excluded.

12.2 In the event of intent or gross negligence on the part of the breaching Party, that Party will be

liable for all loss or damage suffered or to be suffered in the future by the other Party.

12.3 The Parties indemnify each other against any third-party claims in connection with a breach of the Data Processing Agreement. The aforementioned indemnity also includes any loss or damage and costs (including penalties) which the other Party suffers or incurs as a result of such a third-party claim.

12.4 Each Party is obliged to inform the other Party as soon as reasonably possible of an actual or a potential claim for liability or the actual or potential imposition of a penalty by the Supervisory Authority in connection with the Data Processing Agreement. Where reasonable, each Party is obliged to provide the other Party with information and/or assistance to enable it to conduct a defence against an actual or a potential claim for liability or a penalty. If a Party which has incurred costs in connection with the investigation of and conducting of a defence against actual or potential penalties of the Supervisory Authorities or third-party claims fails to inform the other Party in accordance with paragraph 4 of Article 12, the other Party will not be liable for the costs.

13 Duration and termination

13.1 This Data Processing Agreement enters into force on (i) the date of acceptance of the GPC by the Processor, or (ii) the effective date of the Main Agreement, whichever is earlier, and ends automatically when the Main Agreement is terminated or expires. In the event of an extension or renewal of the Main Agreement (whether or not tacit), this Data Processing Agreement will remain in force for the duration of the extension or renewal period.

13.2 Termination or expiry of this Data Processing Agreement will not discharge the Processor from its confidentiality obligations pursuant to Article 4 and obligations to return or delete the Personal Data pursuant to Article 11.

13.3 During the term of the Data Processing Agreement, EANV is authorised to adjust the terms and conditions, including but not limited to the technical and organisational measures to secure the processing of Personal Data.

14 Other provisions

14.1 In the event of any inconsistency between the provisions of this Data Processing Agreement and the provisions of the Main Agreement, the provisions of this Data Processing Agreement prevail.

14.2 The version of this Data Processing Agreement published online on the date of acceptance of the GPC or signing the Main Agreement will continue to apply to the legal relationship in question. If EANV updates it, previous versions will remain available online so that the Processor can consult the applicable version.