

DATE  
04-07-2023

VERSION  
2/2023

SUBJECT  
Stratech Shipment Privacy Conditions

## Article 1. Applicability

1. These Stratech Shipment Privacy Conditions, in addition to the Stratech Shipment General Terms and Conditions and any other conditions, apply to all offers and agreements of Stratech Holding bv, with its registered office at Pantheon 15 in Enschede, the Netherlands, and to all operating companies of Stratech Holding bv, hereinafter jointly referred to as Stratech.
2. If provisions relating to personal data/privacy relating to offers and agreements or other applicable conditions are contrary to the provisions of these Stratech Shipment Privacy Conditions, the provisions of these Stratech Shipment Privacy Conditions prevail.

## Article 2. Definitions

The following definitions apply in these Stratech Shipment Privacy Conditions:

- Personal Data: 'personal data' as referred to in the General Data Protection Regulation (GDPR) and described in appendix 1;
- Controller: the controller as referred to in the GDPR, being the client who has instructed Stratech to perform activities;
- Processor: the processor as referred to in the GDPR, being Stratech;
- Activities: all activities the client has instructed Stratech to carry out or that are performed or that are to be performed by Stratech on a different basis. The foregoing applies in the broadest sense of the word and, in any event, includes the activities arising from the agreement.

## Article 3. General

1. The Stratech Shipment Privacy Conditions apply to all personal data that are processed by Stratech for the client within the context of the performance of the agreement, and to all other activities performed for the client and the personal data to be processed in that connection.
2. When performing work, the processor processes certain personal data for the controller.
3. The Stratech Shipment Privacy Conditions constitute an agreement or other legal act as referred to in article 28, paragraph 3 of the GDPR.
4. If the processor, on the basis of the Stratech Shipment Privacy Conditions, charges the controller any costs, these charges will be in accordance with the conditions and rates of the processor applicable at that time.

## Article 4. Scope

1. By giving the instruction to perform work, the controller instructs the processor to process personal data on behalf of the controller, in the manner as set out in appendix 1, in accordance with the provisions of the Stratech Shipment Privacy Conditions and article 30, paragraph 2(b) of the GDPR.
2. The processor processes the personal data in accordance with the Stratech Shipment Privacy Conditions. The processor confirms that it will not process the personal data for other purposes.
3. Control of the personal data will never rest with the processor.
4. The processor only processes the personal data within the European Economic Area.

## Article 5. Obligations of the controller

1. The controller must take the necessary measures to ensure that the personal data, given the purposes for which they are collected or subsequently processed, are correct and accurate and made available as such to the processor. The controller guarantees towards the processor that no more personal data are collected than is strictly necessary for the performance of the work.

Without prejudice to the obligations of the processor arising from these Stratech Shipment Privacy Conditions and the GDPR, the controller is responsible for the processing of the personal data as described in annex 1, as well as for fulfilment of the obligations which the client, in his/her capacity of controller, is subject to on the basis of the GDPR and related laws and regulations. The controller is responsible for all obligations he/she is subject to under the GDPR. More in particular, the controller must comply with the provisions of articles 24 and 25 of the GDPR by taking measures that include but are not limited to technical and organisational measures to ensure and to be able to demonstrate that the processing is in accordance with the GDPR (article 24, paragraph 1 of the GDPR), taking into account the nature, scope, context and purpose of the processing, as well as the various risks to the rights and freedoms of natural persons in terms of the probability and severity thereof.

2. Furthermore, the controller, taking into account the state of the art, the implementation costs and the nature, scope, context and purpose of the processing, as well as the various risks to the rights and freedoms of natural persons in terms of the probability and severity thereof in relation to the processing, both when determining the means of processing and during the processing itself, will implement appropriate technical and organisational measures, such as pseudonymisation, which have been designed to effectively implement data protection principles such as data minimisation and to integrate the necessary safeguards into the processing, in order to comply with GDPR regulations and protect the rights of data subjects (article 25, paragraph 1 of the GDPR). The controller will further implement appropriate technical and organisational measures, thereby ensuring that in principle only personal data are processed that are necessary for each specific purpose of processing (article 25, paragraph 2 of the GDPR).
3. The data controller will forward the name and contact details and, if appointed, the details of the data protection officer as referred to in article 30, paragraph 2(a) of the GDPR, to the processor and notify him/her of any changes therein.
4. The controller guarantees that it shall not require the processor to process personal data whereby personal data are transferred to any third country or international organisation as referred to in article 30, paragraph 2(c) of the GDPR.
5. The controller indemnifies the processor against possible claims from third parties, including but not limited to those of data subjects as referred to in the GDPR and those of the Dutch Data Protection Authority, in connection with the breach of obligations of the controller pursuant to the provisions in this article and the GDPR.

## Article 6. Confidentiality

1. The processor and the persons employed by the processor or who perform work for him/her, insofar as these persons have access to personal data, only process the personal data on behalf of the controller, subject to deviating legal obligations or a court ruling to the contrary.
2. The processor and the persons employed by the processor or who perform work for him/her, insofar as these persons have access to personal data, are obliged to keep the personal data which they become aware of secret, except insofar as any legal requirement or court ruling obliges them to disclose or the requirement to disclose arises from a task. The obligation as referred to in the previous sentence applies both during the term of the agreement(s) with the controller and afterwards.

## Article 7. No further provision

1. The processor will refrain from sharing personal data with third parties or otherwise making these available to them unless the processor has been given prior written approval or an instruction from the controller to do so or is otherwise obliged to do so by virtue of the laws and regulations or a court ruling.

2. If, by virtue of the laws and regulations, the processor is obliged to share the personal data with third parties or otherwise make these available to them, the processor must notify the controller thereof in writing unless this is not permitted under said laws and regulations or court ruling.

## Article 8. Security measures

1. The processor, taking into account the applicable laws and regulations concerning the security of the processing of personal data, the state of the art, the implementation costs and the nature, scope, context and purpose of processing, as well as the various risks to the rights and freedoms of natural persons in terms of the probability and severity thereof in relation to the processing, will take technical and organisational security measures to ensure a level of security appropriate for the risk and protect the personal data processed by the processor against infringements in connection with the personal data as referred to in article 4(12) of the GDPR. The measures are partly aimed at preventing the collection and further processing of personal data beyond what is strictly necessary for the performance of the work. In those instances where article 4(12) of the GDPR refers to forwarded personal data, the responsibility of the processor only pertains to personal data received by him/her within the framework of an agreed assignment and which have been forwarded to him/her and not to personal data forwarded by the processor to the controller and/or third parties, other than sub-processor(s).
2. The security measures currently in place and of which the parties have determined that they are deemed appropriate as referred to in article 32, paragraph 1 of the GDPR, are set out in appendix 2 and at the same time serve as a description as referred to in article 30, paragraph 2(d) of the GDPR.

## Article 9. Monitoring compliance

1. Within the framework of monitoring compliance by the processor with the Stratech Shipment Privacy Conditions, solely with regard to the security measures taken within that context as referred to in article 8, the processor, in accordance with the provisions of article 28, paragraph 3(h) of the GDPR, will have an audit carried out as part the Information Security Management System standard NEN-EN-ISO/IEC 27001:2017+A11:2020, the scope of which concerns at least the security measures referred to in Article 8.
2. The audits referred to article 28, paragraph 3(h) of the GDPR, including inspections, will not be carried out by the controller him/herself. In accordance with the provisions of the aforesaid article, the controller authorises the processor to appoint an auditor (the external expert referred to in paragraph 1) on behalf of the controller, in order to check compliance as referred to in paragraph 1.
3. The costs of the audit referred to in paragraph 1, are included in the costs of the subscription.
4. The costs of any other activities of the processor for monitoring compliance with the obligations under article 28, paragraph 3(h) of the GDPR, will be at the expense of the controller.

## Article 10. Data breach

1. In accordance with the provisions in article 33, paragraph 2 of the GDPR, the processor notifies the controller without unreasonable delay as soon as he/she has taken note of a breach in relation to the personal data. The processor, insofar as possible, will provide information (as referred to in article 28, paragraph 3(f) of the GDPR) about the nature of the personal data breach, the probable consequences of the personal data breach and the measures taken and to be taken by the processor.
2. The provisions of paragraph 1 of this article do not affect the obligations of the controller under the GDPR in the event of infringements as referred to in paragraph 1, more in particular but not limited to the obligations under article 33 and 34 of the GDPR.

## Article 11. Sub-processors

1. During the performance of the work under the Stratech Shipment Privacy Conditions, the processor is entitled to engage third parties (sub-processors, as referred to in appendix 1), for which the controller grants general permission as referred to in article 28, paragraph 2 of the GDPR. The processor notifies the controller of the intended changes in respect of the addition or replacement of sub-processors, whereby the controller is offered the opportunity to object to these changes. Objections must be received by the processor within ten days of the notification as referred to above, in the absence of which the controller is deemed not to object. In all cases, objections will not be submitted on unreasonable grounds. The controller is entitled to terminate the agreements with the processor which are subject to the intended change to which objection has been made, with immediate effect if the engagement of the relevant sub-processor means that continuation of such agreements within the context of the Stratech Shipment Privacy Conditions cannot reasonably be demanded from the controller. The processor is entitled to terminate the agreements with the controller which are subject to the intended change to which objection has been made, with immediate effect if without the engagement of the relevant sub-processors continuation of such agreements within the context of the Stratech Shipment Privacy Conditions cannot reasonably be demanded from the processor.
2. If the processor engages a sub-processor, the processor must impose the Stratech Shipment Privacy Conditions on the relevant sub-processor or, alternatively, the processor enters into a processor's or sub-processor's agreement with this sub-processor concerning the obligations of the sub-processor, in which the sub-processor is subject to the same data protection obligations as those imposed on the processor on the basis of the Stratech Shipment Privacy Conditions. If the sub-processor fails to comply with its obligations in respect of data protection, the processor remains fully responsible towards the controller for the performance of the obligations of said sub-processor.

## Article 12. Liability

The processor is only liable for loss, insofar as this is caused by his/her activities as referred to in article 82, paragraph 2 of the GDPR, all this in accordance with the provisions of article 82, paragraph 2 of the GDPR. The processor is only liable for loss that is the direct and exclusive consequence of non-fulfilment of obligations by the processor under the Stratech Shipment Privacy Conditions.

## Article 13. Cooperation in the event of requests for assistance

1. The processor, on the request of the controller, taking into account the nature of the processing and, insofar as this is possible, by taking appropriate technical and organisational measures, will assist the controller as referred to in article 28 paragraph 3(e) of the GDPR.
2. The processor, on the request of the controller, taking into account the nature of the processing and the information available to the processor, will assist the controller as referred to in article 28, paragraph 3(f) of the GDPR.
3. The processor is entitled to charge the costs he/she has to incur in connection with the provisions under paragraphs 1 and 2 to the controller.

## Article 14. Term and termination

1. For as long as the processor performs activities for the controller, the Stratech Shipment Privacy Conditions will apply thereto.
2. If after the end of the agreement between the controller and the processor, the latter, under Union or Member State law, is obliged to store personal data during a statutory period, the processor will arrange for the removal of these personal data, one month after the end of the statutory retention obligation. The costs of complying with the statutory obligation to retain data can be passed on by the processor to the controller.
3. Upon termination of the agreement between the controller and the processor, the controller may request the processor, once and within one month of the end of the agreement, to provide the controller with the personal data available at the processor at the expense of the controller or to return it to him/her on a data carrier to be determined by the processor or by means of electronic transfer. The personal data will be erased after the end of the agreement, after the expiry of the aforesaid term of one month.

## Article 15. Nullity

If one or more provisions of these Stratech Shipment Privacy Conditions are void or voided, the other conditions remain in full force. If any provision of these Stratech Shipment Privacy Conditions is void or voided, the parties will consult each other about the content of a new provision, which provision will reflect the content of the original provision as closely as possible.

## Article 16. Changes to the Stratech Shipment Privacy Conditions

The processor has the right to change the Stratech Shipment Privacy Conditions, including the related appendix/appendices, unilaterally if this is reasonably appropriate in the opinion of the processor inter alia in connection with a change to legislation and regulations, case law pertaining to the GDPR and its interpretation, a change to the functionality of the online service, a change to the activities and/or the security measures and/or a change to the processor's policy. A change is effective from the moment the controller has received the amended Stratech Shipment Privacy Conditions.

These Stratech Shipment Privacy Conditions as well as the Dutch Privacy Voorwaarden Stratech Shipment were made available to the client prior to or at the time of the conclusion of the agreement to which these Stratech Shipment Privacy Conditions apply or after these Stratech Shipment Privacy Conditions were adopted. The conditions can also be read and can be downloaded from the Stratech website: [www.stratech.nl](http://www.stratech.nl).

These English Stratech Shipment Privacy Conditions are a translation of the Dutch Privacy Voorwaarden Stratech Shipment. If any provision of these English Stratech Shipment Privacy Conditions conflicts with the Dutch Privacy Voorwaarden Stratech Shipment, the provision of the Dutch Privacy Voorwaarden Stratech Shipment shall apply. The Dutch Privacy Voorwaarden Stratech Shipment have been filed with the Overijssel District Court, Almelo location, on 10/03/2023 under number 6/2023.

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SUBJECT  
Stratech Shipment Privacy Conditions - Appendix 1

This appendix is Appendix 1 as referred to in the Stratech Shipment Privacy Conditions for controllers using the Stratech Shipment online service.

The controller instructs the processor to carry out work. As part of this work, personal data of persons may be processed. This appendix sets out what personal data are processed and the work the processor carries out in that context for the controller.

This appendix is in part subject to changes in the functionality of the online service and change as a result of an update for example.

## 1. Version management

DATE	CHANGE
12/06/2020	Version management added; Customs added to Interfacing functionality; In connection with the migration of the hosting environment from Root to Previder: <ul style="list-style-type: none"> <li>management activities for the hosting environment by sub-processor Root deleted;</li> <li>sub-processor Previder added for management activities for the hosting environment.</li> </ul>
06/10/2020	Removed Root sub-processor.
01/08/2022	Terminology aligned with the delivery conditions; Interfacing functionality adjusted; Analyses functionality added; Consultancy functionality added; Service provision functionality adjusted.
11/01/2023	Sub-processor Userlane GmbH added

## 2. Personal data<sup>1</sup>

The controller processes personal data which, separately or in combination, is likely to identify a natural person (identifying personal data). The controller uses Stratech's online service for this purpose. It relates to the (categories of) data set out below:

- User data
- Relation data

The controller will not record anything other than the (categories of) personal data referred to above.

## 3. Activities

The processor processes (categories of) personal data set out above for the controller. The activities follow from the agreements concluded between Stratech and the client and concern one or more of the following activities:

- Hosting;  
This refers to the management activities relating to the hosting whereby the personal data is included in the hosting environment of the processor.

<sup>1</sup> The possibility to process certain (categories of) personal data may depend on the configuration of the online service used by the controller.

- **Interfacing;**  
This concerns automated activities in the processor's hosting environment whereby personal data is exchanged (received or forwarded) through interfaces with the systems of third parties, such as the Chamber of Commerce, the Dutch Customs Administration (Customs) and ERP systems.
- **Analyses;**  
This largely concerns automated activities in which connection data, including personal data, are analysed for the purpose of obtaining anonymised statistical data, to improve and optimise the online service, to trace and fix errors and to support the client.
- **Consultancy;**  
This largely concerns activities that are performed by (a consultant of) the processor on location at the controller or from the location of the processor whereby the employee has (remote) access to the personal data.
- **Service provision.**  
This concerns activities carried out by (a service desk employee of) the processor, often at the location of the processor or, through remote access, from the location of the processor at the location of the controller, within the context of service reports concerning support relating to the online service and whereby the employee has (remote) access to the personal data.  
This concerns activities carried out by (an employee of) the processor, often at the location of the processor or, through remote access, from the location of the processor at the location of the controller, within the context of service reports concerning breakdowns and errors to the online service and whereby the employee has (remote) access to the personal data.

## 4. Sub-processors

The processor makes use of the following sub-processors to carry out activities.

Name: Previder BV

Contact details: Expolaan 50, 7556 BE in Hengelo

Activities: management activities for the processor's hosting environment.

Name: Microsoft Corporation

Contact details: One Microsoft Way, Redmond WA, USA 98052

Activities: management activities for the Microsoft Azure Core Services.

Name: Userlane GmbH

Contact details: Rosenheimerstraße 143C, D-81671 Munich, Duitsland

Activities: management activities for the Userlane Services.

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SUBJECT  
Stratech Shipment Privacy Conditions - Appendix 2

This appendix is Appendix 2 as referred to in the Stratech Shipment Privacy Conditions for controllers using the Stratech online service referred to in appendix 1 (as referred to in the Stratech Shipment Privacy Conditions).

The controller instructs the processor to carry out work. As part of this work, personal data of persons may be processed. This appendix specifies the security measures taken by the processor.

## 1. Version management

DATE	CHANGE
03/05/2018	First version.
11/06/2019	Version management added; Update security measures.
14/08/2019	NEN certification removed from hosting provider.
11/03/2020	Tightened the measure relating to the allocation and use of special powers under 'Access security'. In connection with the migration of the hosting environment from Root to Previder, changed the term 'monthly' into 'on a regular basis' under 'Supplier relationships'.
27/11/2020	Language correction under "Employee-related security", concerning the measure "As part of the terms of employment, employees must comply with their responsibilities related to information security". Removal of the measures relating to: disaster recovery procedure, supplier control and changes to the supplier services.
18/05/2021	Overlapping security measures removed.
01/08/2022	Terminology aligned with the delivery conditions.
04-07-2023	Security measures adjusted due to NEN-EN-ISO/IEC 27001:2017+A11:2020 processor certification.

## 2. Security measures

The processor processes personal data as referred to in appendix 1 for the controller. The activities arise from the agreements concluded between Stratech and the client. The processor has taken the following technical and organisational measures. The security measures are listed per main security category.

INFORMATION SECURITY POLICY
Information security policy has been formulated that is in accordance with the operating requirements and the relevant legislation and regulations.
Information security policy is tested on an ad hoc basis and on a regular basis and updated if necessary.
ORGANISING INFORMATION SECURITY
The employees' responsibilities with respect to information security are defined and have been allocated.
The National Cyber Security Center is systematically consulted for relevant security advice.

## EMPLOYEE-RELATED SECURITY

As part of the terms of employment, employees must comply with their responsibilities related to information security.

Confidentiality is included in the employment contract.

Security awareness receives attention on a regular basis.

## MANAGEMENT OF OPERATING ASSETS

Formal policy has been adopted and security measures have been implemented to protect against the risks of the use of portable and desktop computers and communication facilities.

Data are disposed when they are no longer needed.

## ACCESS SECURITY

The network environment is secured and measures have been implemented against misuse and attacks.

Users are only granted access to services in respect of which they are specifically authorised.

Access to systems and applications takes place via a secure login procedure.

Information systems are structured in such a manner that passwords of the required quality are enforced.

## CRYPTOGRAPHY

Policy has been formulated for the use of cryptography to protect information.

Encryption is applied to the information stored on portable and desktop computers.

All public sites are provided with an SSL certificate for the purpose of encrypting the traffic and demonstrating ownership of the relevant site. In addition to encryption, several best practices are applied for the purpose of securing websites and web servers.

## PHYSICAL SECURITY AND SECURITY OF THE ENVIRONMENT

Secure zones are protected by means of appropriate security access in order to ensure that only authorised employees are admitted.

Equipment is placed and protected in such a manner that the external risks of damage and breakdowns and the possibility of unauthorised access are reduced. The infrastructure for the purpose of application hosting has been placed in a professional data centre.

Backups are stored in two physically separated locations.

The backups are stored on equipment in locked rooms with access security.

## SECURITY OF THE BUSINESS OPERATIONS

The servers and workplace equipment are provided with security software.

The IT infrastructure is updated on a regular basis, urgent security patches are scheduled immediately.

The application environment is included in availability monitoring.

Hardening principles are applied to the servers.

## COMMUNICATION SECURITY

Firewall rules are tested on a regular basis and adjusted if necessary.

Management of network equipment is structured in such a manner that it is only available via internal, authorised networks. Exceptions to the above are only possible on the basis of a formalised exception process.

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Strattech Shipment Privacy Conditions - Appendix 2

## MANAGEMENT OF INFORMATION SECURITY INCIDENTS

A process has been set up to handle security incidents, which include personal data breaches. Implementation of improvement measures is part of this process.

## INFORMATION SECURITY ASPECTS OF BUSINESS CONTINUITY MANAGEMENT

Procedures are applied to check the correctness and completeness of the backups.

Each backup is reported for the purpose of recovery after a failure.

The server platform is carried out in a redundant manner for the purpose of continuing the services in case of hardware failure.

## COMPLIANCE

Technical and organisational measures have been implemented to verify and enforce compliance with the information security policy

## SUPPLIER RELATIONSHIPS

Security characteristics, service levels and management requirements for services purchased from the hosting provider are included in an agreement.

The hosting provider complies with standard ISO 27001:2013.

The hosting location complies with standard ISO 27001:2013.

The security measures are applied to the activities specified in Appendix 1. The application of location-bound security measures depends on the actual location where the work is performed.

The security measures referred to in this appendix apply exclusively to the physical locations of the processor, the hardware, the internal network connections and the organisation and persons for which/whom the processor is responsible and who are under his/her control.