



IWF RY DATA PROTECTION AGREEMENT

- (A) IWF RY and the user of one of more of the services described on Exhibit A of this Data Protection Agreement (“Members, Mentors and Mentees”) have entered into an Agreement for IWF RY to provide such services. In the context of the Agreement, IWF RY will process Personal Data on behalf of and for the benefit of Members, Mentors and Mentees as data processor;
- (B) In addition, if described in the Schedules to this Data Protection Agreement with respect to a particular IWF RY service, IWF RY will process Personal Data in the context of the Agreement also as (joint) controller, where it (jointly) determines the purposes and the means of the processing of the Personal Data;
- (C) The arrangements between the Parties relating to the processing of Personal Data are laid down in this Data Protection Agreement in accordance with applicable law;
- (D) IWF RY and Members, Mentors and Mentees will collectively be referred to as "Parties", or separately as "Party",

1 Relationship to the Agreement

1.1 This Data Protection Agreement is an annex to the Agreement referenced on Exhibit A and sets aside any (oral and/or written) arrangements of an earlier date relating to the processing of Personal Data between Members, Mentors and Mentees acting as data controller, and IWF RY acting as data processor or (joint) controller in respect of the Personal Data, if applicable.

1.2 Unless explicitly stipulated otherwise in this Data Protection Agreement, in case of discrepancies between the provisions of the Agreement, the privacy policy referred to in the Agreement and this Data Protection Agreement, the following ranking order applies:

1. Data Protection Agreement;
2. Agreement;
3. The privacy policy referred to in the Agreement; and
4. Any other relevant agreement or other arrangement that applies between Parties.

2 Structure of this Data Protection Agreement

2.1 Part A contains the definitions and general part on the processing of personal data in the context of this Data Protection Agreement. This part applies to both the situation where IWF RY acts as data processor as where it acts as data controller in relation to the Personal Data.

2.2 Part B contains provisions that only apply to the situation where IWF RY acts as data processor in relation to the Personal Data.

2.3 Part C contains provisions that only apply to the situation where IWF RY acts as data controller in relation to the Personal Data, if applicable as noted in the Schedules here to.

2.4 Part D contains the concluding provisions. This part applies to both the situation where IWF RY acts as data processor and where it acts as data controller in relation to the Personal Data.

2 PART A –

General

3 Definitions

3.1 All definitions included in the Agreement shall also apply to this Data Protection Agreement, unless stipulated otherwise in this Data Protection Agreement. In addition, thereto, the following definitions apply to this Data Protection Agreement:

3.2 Affiliate: any person or entity ("Person") controlling, controlled by or under common control with another Person. For these purposes, "control" shall refer to (i) the possession, directly or indirectly, of the power to direct the management or policies of the subject entity, whether through the ownership of voting securities, by contract, or otherwise, or (ii) the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of the subject entity, or in the event such entity resides in a country where such level of ownership is not permitted, the maximum percentage ownership therein allowed;

3.3 Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

3.4 Data Protection Agreement: this data protection agreement, and any alteration, substitution, update or later versions thereof;

3.5 Data Processing System: system that is used for processing the Personal Data by IWF RY or its subcontractors;

3.6 Data Subject: the person to whom the Personal Data relate;

3.7 Employees: the employees and other persons engaged by IWF RY for the performance of the Agreement;

3.8 Governmental Authority: a competent governmental authority;

3.9 Non-EEA Entity: any entity engaged by IWF RY as subcontractor, incorporated and/or processing the Personal Data controlled by Members, Mentors and Mentees in a country outside the European Economic Area and/or not being a country that has been deemed to provide an adequate level of data protection by way of decision of the European Commission and/or that has not adhered to the EU-US Privacy Shield;

3.10 Personal Data: any data relating to an identified or identifiable living natural person;

4 Subject of this Data Protection Agreement

4.1 IWF RY will process Personal Data on behalf of and for the benefit of Members, Mentors and Mentees as data processor. In addition, if applicable as noted in the Schedules hereto, IWF RY will process Personal Data as (joint) controller next to Members, Mentors and Mentees, where it (jointly) determines the purposes and the means of the processing of the Personal Data;

4.2 This Data Protection Agreement is agreed upon on behalf and for the benefit of IWF RY and its Affiliates. Where IWF RY is referenced in this Data Protection Agreement, it shall also mean any Affiliate of IWF RY. IWF RY is entitled to enforce this Data Protection Agreement for itself and also on behalf of any of its 3 Affiliates. Furthermore, Affiliates of IWF RY are entitled to enforce this Data Protection Agreement as if these Affiliates are parties to this Data Protection Agreement.

5 Processing of the Personal Data

5.1 The Schedules to this Data Protection Agreement contain a description of the processing activities. Parties shall maintain an adequately protected written or electronic record of all categories of processing activities carried out in line with the applicable law, insofar such record is not yet covered by this Data Protection Agreement.

5.2 Members, Mentors and Mentees warrants that it processes or shall have processed the Personal Data in accordance with the applicable law. Members, Mentors and Mentees shall upon first request of IWF RY promptly provide all relevant information requested to IWF RY in writing, which may include in electronic form. IWF RY is not responsible or liable for compliance with Members, Mentors and Mentees' obligations under the applicable law,

including without limitation Members, Mentors and Mentees 's obligations to its own Members, Mentors and Mentees s or clients, such as Members, Mentors and Mentees 's obligation to inform its Members, Mentors and Mentees or clients of recipients of their Personal Data.

5.3 Taking into account the nature of the data processing and the information available to Parties, Parties shall provide each other with all necessary assistance in complying with the obligations that rest upon the Parties under the applicable law, in particular the obligations in relation to the security of Personal Data, Data Breach notification duties, information duty and the execution of data protection impact assessments, including prior consultation of the relevant Governmental Authority.

PART B - Data Processor

6 Processing of the Personal Data as data processor

6.1 IWF RY shall only process Personal Data on behalf of Members, Mentors and Mentees and in accordance with the documented instructions that Members, Mentors and Mentees may provide, including with regards to transfers of Personal Data to a third country. IWF RY shall immediately inform Members, Mentors and Mentees if, in its opinion, any of the instructions of Members, Mentors and Mentees infringes the applicable law. IWF RY shall have no independent say in relation to the Personal Data that it processes. IWF RY shall not process the Personal Data for its own or any third party's benefit or purposes, or for other purposes, unless otherwise required by the applicable law.

6.2 The Schedules list the (groups of) Board members / volunteers of IWF RY and/or other persons engaged by IWF RY that may have access to the Personal Data and describes the types of Personal Data and the data processing activities these persons are allowed to perform; other processing activities are explicitly prohibited. IWF RY shall ensure that such persons have committed themselves to confidentiality to the extent these persons are not bound by an appropriate statutory confidentiality obligation. IWF RY shall ensure that these Employees or other persons engaged by it comply with all the obligations laid down in this Data Protection Agreement and the Agreement.

7 Reporting of Data Breaches

7.1 IWF RY shall maintain adequate procedures designed to detect and respond to all Data Breaches in accordance with the applicable law.

7.2 The obligation of IWF RY to notify Members, Mentors and Mentees of a Data Breach and to take action in relation to a Data Breach does not lead to an acknowledgment of any defect or liability on the side of IWF RY in relation to that Data Breach.

7.3 As soon as IWF RY detects a Data Breach of which Members, Mentors and Mentees was not yet informed, IWF RY shall inform Members, Mentors and Mentees without undue delay thereof in a manner determined by IWF RY. IWF RY shall inform the Members, Mentors and Mentees contact provided by Members, Mentors and Mentees in connection with the services.

7.4 When Members, Mentors and Mentees itself is aware of a Data Breach relevant for the provision of the Services by IWF RY, Members, Mentors and Mentees shall inform IWF RY without undue delay thereof, including which measures have been or will be taken by Members, Mentors and Mentees .

7.5 Upon detection of a Data Breach by IWF RY, IWF RY shall provide all reasonable feedback to Members, Mentors and Mentees about the possible impact of the Data Breach on Members, Mentors and Mentees and the affected Data Subjects. The feedback includes a

description of the nature and extent of the Data Breach, the measures planned and already taken to prevent damage. 9.6 On request of Members, Mentors and Mentees , IWF RY will also provide reasonably needed assistance in composing the relevant documentation in relation to the Data Breach. Members, Mentors and Mentees will however remain responsible for the obligation to keep an internal overview of Data Breaches that have occurred.

5 9.7 If Members, Mentors and Mentees requests IWF RY to inform the affected Data Subject(s) and/or the competent Governmental Authority on the Data Breach, IWF RY shall only do so upon receiving a written and full instruction of Members, Mentors and Mentees . This does not lead to any responsibility or liability for IWF RY in relation to the (notification of) the Data Breach.

8 Transfer of the Personal Data

8 . 1 IWF RY may transfer and store Personal Data to and in its locations in the Europe. IWF RY certifies to and complies with the EU-US Privacy Shield and the transfer of Personal Data to IWF RY's locations in the United States falls within the scope of such certification.

8 . 2 If IWF RY intends to transfer the Personal Data to a Non-EEA Entity, IWF RY shall inform Members, Mentors and Mentees of such intention. IWF RY hereby informs Members, Mentors and Mentees of such intention to the extent that the subcontractors referenced in Article 7 of this Data Protection Agreement are Non-EEA Entities.

9 Requests of Data Subjects IWF RY shall provide all reasonable assistance to facilitate that Members, Mentors and Mentees is able to comply with its obligations as data controller if a Data Subject exercises any of its rights under the applicable law.

PART C - Data Controller 10 IWF RY acting as (joint) data controller In so far IWF RY determines the purposes and the means of the processing of Personal Data or (jointly) with Members, Mentors and Mentees , IWF RY will then act as (joint) data controller in respect of such data processing activities as described in the applicable Schedule. 14 Information Duties towards Data Subjects and Rights of the Data Subjects

10 Term and Termination

10 . 1 This Data Protection Agreement enters into force on the date that IWF RY first processes the Personal Data on behalf of Members, Mentors and Mentees in the performance of the Agreement.

10 . 2 This Data Protection Agreement shall remain in effect for the duration of the Agreement. In the event the Agreement ends, this Data Protection Agreement ends as well by operation of law, without further legal action.

10 . 3 Unless there is a minimum statutory period applicable to IWF RY's retention of Personal Data, IWF RY shall upon termination of this Data Protection Agreement or on such earlier date that Members, Mentors and Mentees determines the Personal Data or any part of it is no longer required to provide the Services, ensure at the choice of Members, Mentors and Mentees that (i) the Personal Data will be returned or provided to Members, Mentors and Mentees , or (ii) the Personal Data will be destroyed, on Members, Mentors and Mentees 's request in writing, which may include in electronic form. Such return or destruction shall occur within 90 days of such termination or of Members, Mentors and Mentees 's request, as applicable.

10 . 4 IWF RY commits to ensure that it shall immediately cease and desist all processing of (the relevant) Personal Data upon providing, returning or destroying the Personal Data.

10 . 5 Any obligation arising from this Data Protection Agreement that by nature has post-contractual effect shall continue to be in effect after the termination of this Data Protection Agreement.

I adhere to the GDPR agreement and privacy of any information shared.

Signature

Date and Place