

Data Processing Agreement

Human Behaviour Group BV · Version 1.0 · July 2026

Does your organisation use HBG's services for your employees, clients or participants? Then we process personal data on your behalf. The GDPR (Article 28) requires written arrangements for this. Here they are — in plain language, but complete. You accept this data processing agreement together with the general terms and conditions when creating a business account; it forms an integral part of our agreement. This is a translation of the Dutch "Verwerkersovereenkomst v1.0"; in the event of any discrepancy, the Dutch version prevails.

1. Roles and scope

1. Your organisation is the **controller**: you determine the purpose and means of processing your participants' data.
2. HBG is the **processor**: we process that data solely on your behalf and on your instructions.
3. This agreement covers all processing via the HBG portal, our e-learning, assessments and the assessment platforms provided via HBG (including Ensize Navigator). Details are in Annex 1.
4. Terms such as personal data, data subject, processing and data breach have the meaning given in the GDPR.

2. What we promise

1. We process personal data only for the purposes in Annex 1 and in accordance with your reasonable written instructions. Never for our own purposes, unless a law requires us to — in which case we notify you in advance, unless legally prohibited.
2. If we consider an instruction to conflict with the GDPR, we notify you immediately.
3. Everyone working with the data at HBG is bound by confidentiality.

3. Security

We take appropriate technical and organisational measures, including: encrypted connections (TLS), encrypted storage, strong authentication (passkeys and two-factor authentication available for all accounts), role-based access restriction, logging of access and changes, backups and periodic review of these measures. We adjust the measures as the state of the art requires.

4. Sub-processors

1. You grant us general authorisation to engage sub-processors. The current list is in Annex 2 and in the portal.
2. We announce new or changed sub-processors at least 30 days in advance via the portal or by email. If you have a reasonable objection, we look for a solution together; failing that, you may terminate the affected part of the service.
3. All our sub-processors are bound by the GDPR and by written processing arrangements offering the same protection as this agreement. With large platform suppliers (such as Supabase, Vercel and Cloudflare) this runs via their own GDPR-compliant data processing terms, which we have accepted as their customer; with parties such as Enmax AB we conclude our own data processing agreement. We remain fully accountable to you for our sub-processors' work.

5. Transfers outside the EEA

We process data within the European Economic Area, unless a transfer takes place with appropriate safeguards such as a European Commission adequacy decision or EU standard contractual clauses. The safeguard per sub-processor is listed in Annex 2.

6. Data subject rights

If we receive a request from one of your participants (access, erasure, correction or another GDPR right), we forward it to you within 5 working days and do not handle it ourselves. We assist you with reasonable measures to honour such requests, where possible via self-service in the portal.

7. Data breaches

If we discover a breach affecting your data, we notify your contact person without undue delay and at the latest within 48 hours of discovery, providing what you need for your notification to the supervisory authority: nature of the breach, categories and numbers involved, likely consequences and measures taken. Notifying the authority and data subjects remains your responsibility; we do not notify on your behalf without coordination.

8. Assistance and audits

1. We assist you, where reasonable, with data protection impact assessments (DPIA) and prior consultations.
2. We demonstrate compliance with documentation and available audit reports. Once a year you (or an independent auditor on your behalf, under confidentiality) may conduct an audit, announced 30 days in advance and without affecting our other clients. Each party bears its own costs.

9. End of the agreement

When our collaboration ends, we erase all personal data we process for you within 30 days, or first return it to you in a common format if you request so. On request we confirm the erasure in writing. Data we are legally required to retain is kept no longer than that law requires.

10. Term, liability and final provisions

1. This agreement applies for as long as we process personal data for you.
2. Liability follows the arrangement in our general terms and conditions, on the understanding that each party is liable for the part of the damage caused by its own role under the GDPR.
3. Dutch law applies; disputes follow the arrangement in the general terms and conditions.

Annex 1: processing details

1. **Subject and purpose:** providing behavioural assessments, reports, e-learning, training and related services to your organisation.
2. **Nature of processing:** collecting, storing, analysing, reporting, displaying in the portal, erasing.
3. **Categories of data subjects:** employees, clients, participants and other persons your organisation invites.
4. **Categories of personal data:** name, email address, organisation and role, questionnaire answers, profile outcomes and reports, e-learning progress.
5. **No special categories:** the service is not intended for special categories of personal data (such as health or beliefs); you ensure these are not supplied.
6. **Duration:** as long as your account is active, followed by erasure under Article 9.

Annex 2: sub-processors

1. **Enmax AB (Ensize)**, Stockholm, Sweden (EU): the Navigator assessment platform for profiles and reports.
2. **Supabase**: database and authentication of the HBG portal (storage of accounts, profiles and progress).
3. **Vercel Inc.** (US): hosting and serverless infrastructure of the portal.
4. **Cloudflare Inc.** (US): CDN, edge workers and security layer of our websites and portal.
5. **Mollie B.V.**, Amsterdam, Netherlands: payment processing.
6. **HighLevel Inc.** (GoHighLevel/LeadConnector, US): CRM and sending of service-related email.

Where a party processes outside the EEA, the EU-US Data Privacy Framework or EU standard contractual clauses apply. The current and complete list, with country of establishment and safeguard per party, is always available in the portal under "Privacy".