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This document contains the General Terms and Conditions of web design, web hosting and social media services performed by Lab Pages.

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Web Design: General Terms And Conditions

Article 1. Definitions

“Agreement”: the Project Proposal, Terms and Conditions and any other attached documents.

“Project”: the scope and purpose of the Client’s identified usage of the work product as described in the Project Proposal.

“Services”: all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Project Proposal.

“Final Deliverables”: the final versions of Deliverables provided by Designer and accepted by Client.

“Deliverables”: the services and work product specified in the Project Proposal to be delivered by Designer to Client.

“Client Content”: all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.

“Third Party Materials”: proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

“Designer Tools”: all design tools developed and/or used by Designer in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

Article 2. Designer Services

Designer shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule.

Article 3. Proposal

The terms of this Agreement expires 30 days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

Article 4. Compensation

4.1 Client agrees to pay Designer the fees listed in the Project Proposal, including all taxes.

4.2 Client will pay Designer expenses, including but not limited to incidental and out-of-pocket expenses at cost plus Designers standard markup of 25%.

4.3 Pricing in the Project Proposal includes only Designer fees. Any other costs, such as art licensing or photography, will be billed to Client.

3.4 Designer will host the Final Deliverables on Designers web space while the Project is under construction. If the Clients decides to host the website on its own server and the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by Designer, Client agrees to pay Designer € 50 per month for hosting until the Final Deliverables are moved to Clients server.

Article 5. Payment

5.1 Payment is due when Designer completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone.

5.2 All invoices are payable within 30 days of receipt. Invoices shall list any expenses and additional costs as separate items.

Article 6. Late Payment

6.1 A monthly service fee of 8 percent, or the maximum allowed by law, is payable on all overdue balances.

6.2 Payments will be credited to late payments first, then to unpaid balances.

6.3 Client shall pay all collection or legal fees caused by late payments.

6.4 Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

6.5 All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

Article 7. Changes To Project Scope

7.1 If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written Change Order describing the requested changes in detail. Within 7 days of receiving a Change Order, Designer will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Designer will evaluate each Change Order at its standard rate and charges.

7.2 If Client requests are at or near 25% percent of the time required to produce Deliverables, or the value of the Scope of Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Designer shall not begin work on the revised services until he receives a fully signed revised proposal and any additional fees.

7.3 If Client requests are not Major Changes, Client will be billed on a time and materials basis at Designers hourly rate of €40 per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

7.4 Client will have 7 days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Designer will not be obligated to perform any services beyond those in the original Agreement.

Article 8. Delays

8.1 Designer shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Designer may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed 60 days.

8.2 Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.

8.3 Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, labor disputes, riots, acts of war, terrorism and epidemics.

Article 9. Evaluation And Acceptance

9.1 Designer will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

9.2 Client shall, within 7 business days after receiving each Deliverable, notify Designer in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Designer shall, within 7 business days of receiving Clients notification, correct and submit a revised Deliverable to Client. Client shall, within 7 business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after 5 corrections by Designer, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

Article 10. Client Responsibilities

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner:

- a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal;
- b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable;
- c) Make decisions regarding other parties.

Article 11. Accreditation And Promotion

11.1 Designer shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Designer in the Deliverables on each page of the Final Deliverables.

11.2 Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

11.3 Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

Article 12. Confidential Information

12.1 Client's "Confidential Information" includes information that Designer should reasonably believe to be confidential. Designer's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only used as needed to perform this Agreement.

12.2 Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

Article 13. Relationship Of The Parties

13.1 Designer is an independent contractor. Designer shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

13.2 Designer shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents"). Designer shall remain fully responsible for Design Agents' compliance with this Agreement.

13.3 This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

Article 14. Representations And Warranties

14.1 Client represents and warrants to Designer that:

- a) To the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party;
- b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials;
- c) Client will obtain all necessary and appropriate rights and licenses to grant license to Designer to use Third Party Materials.

14.2 Designer represents and warranty to Client that:

- a) Designer will provide the Services identified in the Agreement in a professional and workmanlike manner;
- b) Designer shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Designer Tools, sufficient for Designer to grant the intellectual property rights provided in this Agreement;
- c) To the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties;
- d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Designer shall be void.

14.3 Except for the express representations and warranties stated in this agreement, designer makes no warranties whatsoever. designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

Article 15. Indemnification And Liability

15.1 Client shall indemnify Designer from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Designer shall promptly notify Client in writing of any third party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

15.2 In the case of a third party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, Designer may at its own expense, replace any infringing content with non-infringing content.

15.3 The services and the work product of designer are sold "as is." in all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("designer parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Article 16. Term And Termination

16.1 This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

16.2 Either party may terminate this agreement at any time, on 30 days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that 30 day period.

16.3 Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

16.4 This agreement may be terminated by the mutual agreement of the parties.

16.5 Either party may terminate this agreement at any time and for any reason on 30 days prior written notice to the other party. If Client terminates the Agreement under this section, Designer shall, at Clients reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement.

16.6 In the event of termination, Client shall pay Designer for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

16.7 If Client terminates and on full payment of compensation, Designer grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

16.8 On expiration or termination of this Agreement:

- a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and
- b) all rights and obligations regarding Confidential Information shall survive.

Article 17. Rights To Final Art

17.1 Designer grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.

17.2 Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. Designer shall be entitled to further compensation equal to 25% of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Designer shall be entitled to pursue all remedies under law and equity.

Article 18. Rights To Deliverables Other Than Final Art

18.1 Client Content is the exclusive property of the Client. Client grants Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

18.2 Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within thirty (30) days of completion of the Services.

18.3 All Designer Tools are and shall remain the exclusive property of Designer. Designer grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.

Article 19. Support Services

19.1 During the first 12 months following expiration of this Agreement, Designer shall provide up to 10 hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Designers standard rate.

19.2 After the Warranty Period expires and at Client's option, Designer will provide Support Services for Designer's hourly fees of €40 per hour.

19.3 The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

Article 20. Enhancements

20.1 During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables. Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. Client understands Designer may have pre-existing obligations that may delay requested enhancements. Designer shall provide any enhancements shall be provided on a time and materials basis at at Designers standard rate.

20.2 Alteration of any Deliverable is prohibited without the express permission of Designer. Designer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

Article 21. Dispute Resolution

21.1 Parties agree to attempt to resolve any dispute by negotiation between the parties.

21.2 If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

21.3 In all other circumstances, the parties specifically consent to the courts located in The Netherlands. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

21.4 The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

Article 22. General

22.1 Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

22.2 All notices under this Agreement shall be given in writing either by:

- a) Fax or Email, with return confirmation of receipt;
- b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt.

22.3 Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

22.4 This Agreement shall be governed by the law of The Netherlands.

22.5 If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or

unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

22.6 Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

22.7 This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter.

Web Hosting: General Terms And Conditions

Article 1. Definitions

“Supplier”: Off Page, established at Steve Bikoplein 6 III, 1092GN in Amsterdam and registered at the Chamber of Commerce under the file number 34344085.

“Client”: the natural or legal person who has an Agreement with the Supplier or to whom the Supplier has made an offer for an Agreement.

“General Terms and Conditions”: the present document, including the Appendix.

Service: the specific service upon which the Supplier agrees with the Client, as stated in the Agreement or quotation.

“Agreement”: the agreement between the Supplier and the Client pursuant to which the Supplier will perform the Service.

“Website”: the Supplier's website, accessible via <https://www.labpages.org/>.

“Attachment”: the attachment attached to, and therefore inseparable from, the General Terms and Conditions.

Article 2. Quotation, offer and acceptance

2.1 The Client can use the electronic ordering process on the Website to register for the service. The description of the Service and price stated on the Website are binding.

2.2 The Client is responsible for the accuracy of his data when ordering. Also during the term of the Agreement, it is the responsibility of the Client to keep his company name and address data, as well as contact details, up to date.

2.3 If it appears that the information provided by the Client is incorrect, the Supplier has, in addition, the right to adjust prices accordingly.

2.4 These General Terms and Conditions apply to the Agreement at all times. Provisions or conditions set by the Client are only binding towards the Supplier if and insofar as they have been explicitly accepted in writing by the Supplier.

2.5 The Agreement starts from the moment that the Client notifies the Supplier about his acceptance.

Article 3. Performance of the Service

3.1 After the conclusion of the Agreement, the Supplier will provide the Service as soon as possible, in accordance with the quotation or electronic order, taking into account the reasonable wishes of the Client.

3.2 Insofar as it is not otherwise agreed in writing, the Supplier guarantees that the Service is performed to the best of its ability, with due craftsmanship, care and attention.

3.3 If and to the extent that a proper performance of the Service requires this, the Supplier can have certain parts of the Service performed by third parties. The Supplier accepts, unless otherwise stated in these General Terms and Conditions, no liability for services provided by third parties.

3.4 The Client is obliged to do everything that is reasonably necessary and desirable to enable timely and correct performance of the Service by the Supplier. In particular, the Client must ensure that all data that are deemed by the Supplier as necessary or of which the Client should reasonably assume as being necessary for the performance of the Service, be provided to the Supplier in a timely manner.

3.5 If this is part of the Service, the Supplier will provide the Client with an administrative username and password. The Client thus obtains access to an administrative account and a management tool that the Client can use to gain oversight over the delivery of the Service, within the limits specified in the Agreement.

3.6 Every change made by the Client through the administrative account is deemed to be under the responsibility and risk of the Client. In the event of a suspicion of misuse of an account, the Client must notify the Supplier as soon as possible, so that the Supplier can take the appropriate measures.

3.7 The Supplier has the right to put delivered products and services (temporarily) out of use and / or to limit the use thereof, or to supply it to a limited extent, if the Client fails to fulfill an obligation towards Supplier with regard to the Agreement or acts contrary to these obligations.

3.8 The Supplier is not obliged to refund reimbursements already paid after an intervention as referred to in Paragraph 7.

Article 4. Prices

4.1 All prices are exclusive of sales tax (VAT), unless otherwise stated.

4.2 All prices on the Website, offers, brochures and other documentation from the Supplier are subject to programming and typing errors. For the consequences of such errors no liability is accepted.

4.3 The Supplier is entitled to increase the prices at any time. The Supplier shall inform the Client about this in writing or by e-mail at least two months in advance of tariff changes. In case of tariff change(s), the Client is entitled to terminate the Agreement, subject to a notice period of one month.

4.4 All costs arising for the Supplier from the Agreement will be borne by the Client, provided that they are due to the Client.

Article 5. Hosting and related services

5.1 If the Service (also) includes activities related to storage and/or transfer of material supplied by the Client to any third parties, such as in the case of web hosting or e-mail services, this is also subject to the provisions of this article.

5.2 The Client will not publish or offer information via the Supplier that is in conflict with the Dutch law. This includes in particular, but not exclusively, information provided without the permission of the copyright holder(s), malicious, threatening, abusive, racist, hate or discriminatory, information that contains child pornography and information that violates the privacy of third parties or some form of stalking, as well as hyperlinks, torrents or other references to such information on third party sites anywhere in the world (even when the information in the relevant jurisdiction would be legal).

5.3 The Supplier uses a complaints procedure with which any third parties ("complainants") can submit a complaint that in their opinion there is a violation as described in Paragraph 2. If a complaint to the Supplier's judgment is justified, the Supplier is entitled to remove the material or make it inaccessible. In that case, the Supplier is also entitled to provide the Client's personal data to the authorized organization(s). The Supplier shall always inform the Client about the course of this procedure.

5.4 If there is a potentially criminal information, the Supplier is entitled to report it to the competent authorities. The Supplier can hereby provide all relevant information about the Client and hand over the information to the competent authorities and perform all other acts that these bodies request the Supplier to perform as part of their investigation(s).

5.5 In the event of repeated complaints about the information offered by the Client, the Supplier is entitled to terminate and/or terminate the Agreement.

5.6. The Client indemnifies the Supplier against all damage resulting from the above. The Supplier is not liable for any damage that the Client suffers as a result of Supplier's intervention in the context of the complaints procedure.

5.7 Without prejudice to the provisions of Article 5, paragraph 2, the Client will refrain from using the Service for starting, executing, using, processing, promoting, sending, publishing or offering illegal processes, programs, data or materials, of which the Client knows or can reasonably suspect, that Supplier has not made the Service available for those purposes, including specifically, but not exclusively:

- a) Harmful scripts or processes of which the Client knows or can reasonably suspect that this can hinder the Supplier, other Suppliers of the Suppliers or internet users or cause damage.
- b) IRC bots, bouncers or other IRC-related processes or programs.
- c) Proxy software, with or without the aim of anonymizing traffic.
- d) BitTorrent software, whether or not with the aim of using it in a harmful or otherwise incorrect way.
- e) Network daemons or other processes that (try to) open network sockets or connect to an external network, or provide information about external networks.
- f) Hacking, hacking tools or other materials for the purpose of accessing systems, networks or services of the Client or third parties without the permission of the owner, whether or not with the intention of causing damage or harm.
- g) Bulk e-mail and/or spam, including sending (large) newsletters, with or without the consent of the recipients.
- h) Backup and/or file storage (other than the Client's website and possibly some backups thereof), including offering file, photo or video sharing and the use of the Service as a backup medium.
- i) Pornographic and/or erotic material.

5.8 The Client will refrain from hindering other clients or internet users or from causing damage to the servers. The Client is forbidden to start processes or programs, whether or not via the server, of which the Client knows or can reasonably suspect that this will hinder the Supplier, other Clients or internet users, or may cause damage.

5.9 The Supplier shall inform the Client of any measures taken as a result of non-compliance with the provisions of paragraphs 7 and 8.

5.10 The Client will adhere to the generally accepted rules of conduct on the internet, as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and in future adjustments thereof.

5.11 The Client is prohibited from transferring the user name or user names and/or password(s) provided by the Supplier to third parties, without the Supplier's permission.

5.12 The Client is not permitted to resell the Service, to re-let it or to make it available to third parties in another way (whether or not with consideration), unless agreed otherwise.

5.13 Data traffic is understood to mean all network traffic generated by the Client, incoming and outgoing. Incoming and outgoing traffic is added together for the calculation of the data traffic.

5.14 The Supplier may set a maximum for the amount of storage space and/or the amount of data traffic that the Client may use in the context of the Service. The Client can find the maximum at any time by asking the Supplier. If the maximum amount of data traffic is exceeded, the Supplier may close the web hosting account. No liability exists for consequences of not being able to send, receive, store or change data if an agreed limit for storage space and/or data traffic has been reached.

5.15 Data traffic is not transferable to a following month and/or equipment, unless otherwise agreed.

5.16 The Client can decide to increase the maximum amount of data traffic for a fee. Extending the amount of data traffic can extend to the end of the month or for the remainder of the duration of the Service. The choice is up to the Client.

5.17 In the event that the Supplier has not set a maximum for the amount of storage space and/or the amount of data traffic (designated as 'unlimited'), then the Client must refrain from use of which the Client knows or can reasonably suspect that this (according to the Supplier's judgment) can hinder other Clients of the Supplier or the Supplier.

5.18 If, in the opinion of the Supplier, there is excessive use of the Service that may interrupt the continuity of the services to other Clients of the Supplier, the Supplier is entitled, without prejudice to the provisions of Article 3, paragraph 8, (without prior notice) limit or suspend the use of the Service and/or apply a separate tariff for storage space and/or data traffic, without this resulting in any liability or the obligation to refund any compensation already paid.

5.19 The Client hereby grants the Supplier an unlimited license to distribute, store, transmit or copy all materials distributed by the Client via the systems of the Supplier in any way deemed suitable by the Supplier, however only to the extent that this is reasonably necessary for for the purpose of the Supplier's compliance with the Agreement.

5.20 In addition to the legal obligations, damage caused by incompetence or failure to act in accordance with the above points is for the account of the Client.

Article 6. Domain names and IP addresses

6.1 If the Service (also) has as its object that the Supplier will mediate for the Client in obtaining a domain name and/or IP address, the provisions of this article also apply.

6.2 The availability information of domain names provided by the Supplier is purely indicative. The Client cannot derive any rights from it during the ordering process.

6.3 The application, allocation and possible use of a domain name and/or IP address depend on and are subject to the applicable rules and procedures of the relevant registration authorities, including the Internet Domain Registration Netherlands Foundation and RIPE. The relevant authority decides on the allocation of a domain name and/or IP address. The Supplier only plays a mediating role in the application and does not guarantee that an application will be honored.

6.4 The Client can only ascertain from the confirmation letter from the Supplier, which states that the requested domain name has been registered, the fact of registration, unless stated otherwise. An invoice for registration costs is not confirmation of registration.

6.5 The Client indemnifies and holds the Supplier harmless for all damage that is related to (the use of) a domain name on behalf of or by the Client.

6.6 The Client's assignment to the Supplier to transfer a domain name implies that the Client is the owner of that particular domain name. The Client indemnifies the Supplier against any and all claims related to (the use of) the domain name when transferring that domain name.

6.7 If the Client turns out not to be the owner of the domain name that the Client asked the Supplier to transfer, the Client commits an infringement of Paragraph 6 and the Client automatically and without any prior notice of default owes a fixed compensation of € 5,000 (five thousand euro).

6.8 The Supplier is not liable for the Client's loss of its right(s) to a domain name and/or IP address, or for the fact that the domain name and/or IP address is requested and/or obtained by a third party in the interim, except in the event of intent or gross negligence on the part of the Supplier.

6.9 The client must comply with the rules that registration bodies set for the application, allocation or use of a domain name and/or an IP address.

6.10 The Supplier has the right to make the domain name inaccessible or unusable, or to place it in its own name, if the Client demonstrably fails to comply with the Agreement, but only for the duration that the Client is in default, and only after a reasonable period of time, stated in a written notice of the default.

6.11 In the event of termination of the Agreement due to breach of contract by the Client, the Supplier is entitled to cancel the domain name and/or the IP address with due observance of a notice period of one month.

Article 7. Availability of the Service

7.1 The Supplier shall strive to achieve uninterrupted availability of its systems and networks, and to achieve access to data stored by the Supplier, but does not offer any guarantees in this regard unless otherwise agreed in the order or the electronic order procedure by means of a designated Service Level Agreement (SLA). Unless otherwise provided in such an SLA, the provisions in this article apply to availability of the service.

7.2 The Supplier shall make every effort to keep the software it uses up-to-date. However, the supplier is dependent on its supplier(s). The Supplier is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct delivery of the Service.

7.3 The Supplier shall strive to ensure that the Client can use the networks that are directly or indirectly connected to the Supplier's network. However, the supplier cannot guarantee that these networks (of third parties) will be available at any time.

7.4 If, in the opinion of the Supplier, a danger arises for the functioning of the computer systems or the network of the Supplier or third parties and/or the services provided via a network, in particular due to excessive sending of e-mail or other data, poorly secured

systems or activities of viruses, trojans and similar software, the Supplier is entitled to take all measures that it deems reasonably necessary to avert or prevent this danger.

7.5 Supplier does not make backup copies (back-ups) available to Client, other than those stated in the Agreement, and unless the Client has purchased an additional SLA for this. It is therefore the responsibility of the Client to make backup copies of the data stored by the Supplier. The Supplier only makes backups for service continuity purposes. This is a non-binding service, no guarantees are given, and the Supplier cannot be held liable for this.

Article 8. Liability

8.1 The liability of the Supplier for direct damage suffered by the Client as a result of an attributable shortcoming in the performance by the Supplier of its obligations under this Agreement, explicitly including any shortcoming in the performance of an agreement agreed with the Client, or by unlawful action of Supplier, its employees or third parties engaged by him, is limited per event or a series of related events to an amount equal to the fees that the Client owes per year under this Agreement (excluding VAT).

8.2 Under no circumstances will the total compensation from the Supplier, for whatever reason, amount to more than € 1000 (one thousand)(excluding VAT).

8.3 The Supplier's liability for indirect damage, including consequential damage, lost profit, lost savings, loss of (business) data and damage due to business interruption, is excluded.

8.4 Apart from the cases referred to in Article 8, paragraph 1, the Supplier is not liable for any compensation whatsoever, irrespective of the grounds on which an action for compensation would be based. The maximum amount referred to in Article 8, paragraph 1, however, will lapse if and insofar as the damage is the result of intent or gross negligence on the part of the Supplier's managerial staff.

8.5 The liability of the Supplier for attributable failure to comply with the Agreement arises only if the Client gives the Supplier immediate and proper notice of default in writing, thereby stipulating a reasonable period of time for the default to be remedied, and the Supplier can also be held accountable if the execution of the Agreement after that period continues to fall short of the obligations set out therein. The notice of default must contain as detailed a description as possible of the default, so that the Supplier is able to act adequately to remedy it.

8.6 The supplier is never liable for damage caused by force majeure.

8.7 A condition for any right to compensation is always that the Client reports the damage to the Supplier in writing and by registered mail within 30 days of its occurrence.

8.8 Insofar as the Client acts in the exercise of a profession or business, it indemnifies the Supplier against all claims from third parties for liability resulting from a failure of the Service.

Article 9. Disruptions and force majeure

9.1 The supplier has the right to temporarily put its systems, including the Website, or parts thereof, out of use for maintenance, modification or improvement thereof. The Supplier shall attempt to have such a decommissioning take place as far as possible outside office hours and shall strive to inform the Client in good time of the planned decommissioning. However, the supplier is never liable for compensation for damage in relation to such decommissioning.

9.2 The Supplier has the right to adjust its systems, including the Website, or parts thereof, to improve functionality and to correct errors. If an adjustment leads to a significant change in functionality, the Supplier shall endeavor to inform the Client thereof. In the case of adjustments that are relevant for several clients, it is not possible to waive a specific adjustment only for the Client. Supplier is not obliged to pay any compensation for damage caused by such an adjustment.

9.3 The Supplier shall endeavor to inform the Client about the nature and expected duration of the interruption in the event of the Service not being available, due to malfunctions, maintenance or other causes.

9.4 In the event of force majeure, which in any case means disruptions or failures of the internet, the telecommunication infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, internal disturbances, mobilization, war, blockage in transport, strike, exclusion, business disruptions, stagnation in the supply, fire, flood, import and export restrictions and in the event that the Supplier is not enabled by its own suppliers, regardless of the reason, so that the compliance with the Agreement cannot reasonably be expected of the Supplier, the execution of the Agreement will be suspended, or the Agreement will be terminated if the force majeure situation will have lasted longer than ninety days, all without any obligation to pay any compensation by the Supplier.

Article 10. Agreement duration, renewal, cancellation and extension

10.1 The Agreement for the Service (with the exception of a one-off Service) is entered into for a period of 12 or 24 months, unless agreed otherwise in writing.

10.2 In order to terminate the Agreement, the Client is obliged to communicate the intention to terminate to the Supplier, in writing or per e-mail, at least one month before the expiry of the Agreement.

10.3 Unless terminated by the Client, the Agreement will be automatically extended by a period of 12 (twelve) months.

10.4 The extension of the Agreement only comes into effect after the Supplier has received and processed the full payment from the Client. It is therefore necessary for the Client to ensure that the Supplier has received full payment no later than five working days before the current Agreement termination period.

10.5 In the event of a refusal or failure of the payment order after the extension of the Service, the Client is obliged to pay the full compensation for the extension of the Service.

10.6 If after termination it appears that the Client has paid more than is due for the period between the last invoice and the moment of termination, the Supplier will refund the difference.

10.7 In the event of cancellation, termination or dissolution for whatever reason, the Supplier is entitled to delete all stored data or make it inaccessible and to cancel all the Client's accounts. Before deletion, the Supplier will provide the Client with a copy of this data, provided as a ZIP archive of all Client's files stored by the Supplier. Alternatively, the data can be provided as a WordPress backup file generated with software chosen by the Supplier. Insofar as the data concerns personal data, the provisions of Article 12, paragraph 4 of the Annex apply, contrary to the foregoing.

10.8 Delivery periods stated by the Supplier always have an indicative purpose, unless it is explicitly stated in writing that it is a deadline. Even with an agreed deadline, the Supplier is only in default after the Client has given him a written notice of default.

10.9 Exceeding the agreed delivery times due to whatever cause is not a sufficient reason to compensation, unless otherwise agreed in writing.

10.10 If the Client is a natural person who does not act in the course of a profession or business, the Client has the right, without giving reasons, to dissolve the Agreement within seven working days after the conclusion of the Agreement, unless the implementation of the Agreement has already started. Domain names are excluded from this statutory cooling-off period, because a domain name is recorded on the basis of the specifications of the Client or is of a personal nature (see Article 7: 46d of the Dutch Civil Code).

10.11 If the Client fails to fulfill any of its obligations under the Agreement, the Supplier has the right to terminate all Agreements concluded with the Client concerned, without a notice of default or judicial intervention being required, and without prejudice to the Supplier's right to compensation for damage, loss of profit and/or interest.

Article 11. Payment conditions

11.1 The Supplier will send an invoice or pro forma invoice to the Client for the amount owed by the Client. In the case of a pro forma invoice, no payment obligation applies. The payment term of an invoice is 14 days after the date of the invoice, unless stated otherwise on the invoice or otherwise agreed in the Agreement.

11.2 If the Supplier has prepared a pro forma invoice, the Supplier will send a final invoice to the Client after payment has been processed.

11.3 The Supplier is permitted to send (pro forma) invoices electronically.

11.4 After the expiration of 14 days after the payment term of an invoice, the Client who fails to pay on time will be legally in default without any notice of default being required. If

an amount due is not paid within the payment term, the statutory interest on the outstanding invoice amount is owed without further notice of default by the Supplier.

11.5 In the event of a late payment, in addition to the amount owed and the interest thereon, the Client is obliged to fully reimburse both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies.

11.6 The claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium, or seizes all assets of the Client, if the Client dies and if it goes into liquidation or is dissolved.

11.7 In the above cases, the Supplier also has the right to terminate or suspend the performance of the Agreement or any part thereof not yet executed without notice of default or judicial intervention, without the right to compensation for damage to the Client that may arise as a result.

Article 12. Intellectual Property Rights

12.1 All intellectual property rights on all materials, software, analyses, designs, documentation, advice, reports, as well as preparatory material thereof developed or made available within the framework of the Service are exclusively vested in the Supplier or its licensors.

12.2 The Client only obtains the rights of use and powers that arise from the scope of the Agreement or that are granted in writing and for the rest Client will not reproduce or make public the software or other materials.

12.3 The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the materials, including designations regarding the confidential nature and secrecy of the materials.

12.4 The Supplier is permitted to take technical measures to protect the materials. If the Supplier has protected the materials by means of technical protection, the Client is not permitted to remove or avoid this protection.

12.5 Any use, reproduction or disclosure of the materials that are outside the scope of the Agreement or granted user rights is considered a copyright infringement. The Client shall pay the Supplier an immediately due and payable penalty of € 1000 per infringing act, without prejudice to the right of the Supplier to be compensated for its damage caused by the infringement or to be allowed to take other legal measures to end the infringement.

Article 13. Confidentiality

13.1 Parties will treat information that they provide to each other before, during or after the implementation of the Agreement as confidential when this information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties also impose this obligation on

their employees and on third parties engaged by them for the implementation of the Agreement.

13.2 The Supplier shall not take cognizance of data that the Client stores and/or disseminates via the Supplier's systems, unless this is necessary for the proper execution of the Agreement or the Supplier is obliged to do so by virtue of a legal provision or court order. In that case the Supplier shall endeavor to limit the knowledge of the data as much as possible, insofar as this is within its power.

Article 14. Processing of personal data

14.1 The client has obligations towards third parties based on the legislation concerning the processing of personal data (such as the General Data Protection Regulation), including the obligation to provide information, to provide access to information and to restrict, rectify and delete personal data of data subjects. as well as transferring this personal data to another controller.

14.2 The parties agree that the Supplier is a 'processor' within the meaning of the General Data Protection Regulation with regard to the processing of personal data and that the responsibility for the fulfillment of those obligations when processing personal data by the Client via the Service or otherwise lies solely at the Client. In this regard, the provisions in the Annex apply to the processing of personal data.

14.3 The Client guarantees to the Supplier that the processing of personal data is lawful and that the rights of third parties are not infringed. The Client indemnifies the Supplier against any legal claim from third parties, for whatever reason, if that claim relates to the processing of personal data and against any fines imposed by the Authority on Personal Data or other competent supervisors.

Article 15. Complaints

Complaints about the implementation of the Agreement, the functioning of the Service or the functioning of other facilities must be submitted in writing. The Client may expect a response to the complaint within 5 working days.

Article 16. Changes to the General Terms and Conditions

16.1 The supplier reserves the right to change or supplement these General Terms and Conditions.

16.2 Changes also apply to Agreements already concluded with due observance of a period of 30 days after publication of the change on the Website of the Supplier or by electronic messaging. Changes of minor importance can be made at any time.

16.3 If the Client does not want to accept a change to these General Terms and Conditions, he can terminate the Agreement by the date on which the new terms and conditions take effect.

Article 17. Final provisions

17.1 Dutch law applies to this Agreement.

17.2 Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise under this Agreement will be submitted to the competent Dutch court for the district in which the Supplier is established.

17.3 If any provision of this Agreement appears to be void, this does not affect the validity of the entire Agreement. In that case, the parties will adopt new provision(s) as a replacement, which will conform to the intention of the original Agreement and General Terms and Conditions as much as is legally possible.

17.4 In these General Terms and Conditions “written” also includes e-mail and communication by fax, provided that the identity and integrity of the e-mail or fax is sufficiently established.

17.5 The version of any communication received or stored by the Supplier, measurements taken (for example, data traffic, but not limited thereto) and monitoring by the Supplier, are considered to be authentic, unless the Client can provide proof to the contrary.

17.6 The parties will always inform each other immediately in writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank account number.

17.7 The Client is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the Supplier. The Supplier can do this without the consent of the Client.

Social Media Services: General Terms and Conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Provider's services shall be governed by these Terms and Conditions, and the Provider will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any such services to the Client.

Article 1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Business Day" means any weekday other than a bank or public holiday in The Netherlands;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- a) the amounts specified in Section 7 of the Statement of Work;
- b) such amounts as may be agreed in writing by the parties from time to time; and
- c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Client before the date of the Contract) by the time spent by the Provider's personnel performing the Services (rounded down by the Provider to the nearest quarter hour);

"Client" means the person or entity identified as such in Section 1 of the Statement of Work;

"Client Confidential Information" means any information disclosed by or on behalf of the Client to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Provider (acting reasonably) to be confidential;

"Client Indemnity Event" has the meaning given to it in Clause 17.3;

"Client Materials" means all works and materials supplied by or on behalf of the Client to the Provider for incorporation into the Deliverables or for some other use in connection with the Services;

"Client Personal Data" means any Personal Data that is processed by the Provider on behalf of the Client in relation to the Contract, but excluding personal data with respect to which the Provider is a data controller;

"Client Trade Marks" means the following registered and unregistered trade marks of the Client: company or organization name, trademarks, tag-lines, logos and any other trademarked material;

"Client Websites" means any website or websites of the Client in respect of which the Services are provided or in respect of which the Provider has an obligation to provide the Services;

"Confidential Information" means the Provider Confidential Information and the Client Confidential Information;

"Contract" means a particular contract made under these Terms and Conditions between the Provider and the Client;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Deliverables" means those services specified in Section 4 of the Statement of Work that the Provider has agreed to deliver to the Client under these Terms and Conditions;

"Effective Date" means the date of execution of the Contract;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means, in respect of the Contract, the period specified in Section 2 of the Statement of Work;

"Online Account" means any user or customer account on any third party website, or on any third party software application accessible via the internet, that is used by the Provider in the course of providing the Services;

"Personal Data" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"Provider" means Off Page, a company incorporated in The Netherlands (registration number 34344085) having its registered office at Steve Bikoplein 6 III in Amsterdam;

"Provider Confidential Information" means any information disclosed by or on behalf of the Provider to the Client at any time before the termination of the Contract (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Client (acting reasonably) to be confidential;

"Provider Indemnity Event" has the meaning given to it in Clause 17.1;

"Services" means any services that the Provider provides to the Client, or has an obligation to provide to the Client, under these Terms and Conditions;

"Social Media Marketing Services" means the creation of accounts connected to the Client on Social Media Platforms, the establishment and growth of user networks associated with such accounts, the creation of content for publication on and distribution through Social Media Platforms, the publication of such content on and distribution of such content through Social Media Platforms, and the monitoring and analysis of the impact of these services, as detailed in Section 3 of the Statement of Work;

"Social Media Platforms" means *Facebook, Twitter, YouTube and LinkedIn*, and any other social media platforms agreed by the parties in writing from time to time;

"Statement of Work" means a written statement of work agreed by or on behalf of each of the parties;

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time; and

"Third Party Materials" means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party, and which are specified in Section 4 of the Statement of Work or which the parties agree in writing shall be incorporated into the Deliverables.

Article 2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force indefinitely, subject to termination in accordance with Clause 20 or any other provision of these Terms and Conditions.

2.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

Article 3. Social Media Marketing Services

3.1 The Provider shall provide the Social Media Marketing Services to the Client during the Term.

3.2 Each party must comply with the terms and conditions of the Social Media Platforms in respect of its activities relating to the Social Media Marketing Services and the Contract more generally.

3.3 Subject to Clause 18.1, but notwithstanding any plans or projections communicated by the Provider to the Client, the Provider does not give any guarantees in relation to the outcomes of the Social Media Marketing Services, and in particular does not guarantee that the Social Media Marketing Services will result in increased website traffic, user engagement, revenue or profits.

Article 4. Client obligations

4.1 Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Provider, or procure for the Provider, such:

- a) co-operation, support and advice; and
- b) information and documentation,

as are reasonably necessary to enable the Provider to perform its obligations under the Contract.

4.2 The Client shall provide to the Provider:

- a) such articles, blog posts and other written materials as the Provider may reasonably request in connection with the performance of the Services; and
- b) direct access to analytical data concerning the Client's relevant websites, such as data concerning referral sources, visitor activity, website usage, conversion rates and similar.

Article 5. Client Materials

5.1 The Client must supply to the Provider the Client Materials specified in Section 6 of the Statement of Work, in accordance with the timetable specified in Section 5 of the Statement of Work.

5.2 The Client hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under these Terms and Conditions.

5.3 The Client warrants to the Provider that the Client Materials will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

Article 6. Client Websites

6.1 The Client must not reverse, revert or materially alter any changes to the Client Websites made by or upon the instructions of the Provider in the course of providing the Services without notifying the Provider in writing in advance.

6.2 The Client must not use the Client Websites:

- a) to host, store, send, relay or process any material; or
- b) for any purpose,

which is unlawful, illegal or fraudulent, or which breaches any applicable laws, regulations or legally binding codes, or infringes any third party rights, or may give rise to any form of legal action against any person.

Article 7. Online Accounts

7.1 The Provider shall have and retain all rights to any Online Accounts that were created by or on behalf of the Provider before the Effective Date or were used by the Provider in the connection with the fulfilment of the Provider's obligations under these Terms and Conditions only after they had been used by the Provider to provide services to one or more third parties. The Provider shall have no obligation to provide to the Client any access to such Online Accounts, whether during or after the Term.

7.2 The Client shall have and retain all rights to any Online Accounts that are created by the Client or by any third party on behalf of the Client, whether or not the Client provides to the Provider login details to enable the Provider to utilise those Online Accounts. The Provider must not take any action that will prevent the Client from continuing to access and use such Online Accounts. The Provider must not without the prior written consent of the Client use such Online Accounts after the end of the Term.

7.3 If the Provider creates any Online Accounts after the Effective Date (excluding accounts that the Provider uses to provide services to a third party customer before use in connection with the fulfilment of the Provider's obligations under these Terms and Conditions), then the Client shall have and retain all rights to such Online Accounts. The Provider must promptly following receipt of a written request from the Client supply to the Client login details for such Online Accounts. If the Provider has not previously done so, the Provider must promptly following the end of the Term supply to the Client login details for such Online Accounts, and the Provider must not itself use any such Online Accounts after the end of the Term without the prior written consent of the Client.

7.4 The parties may from time to time agree in writing derogations from the rules set out in this Clause 7 relating to the Online Accounts.

Article 8. Client Trade Marks

8.1 Within 10 Business Days following the Effective Date, the Client shall provide or make available to the Provider representations of the Client Trade Marks in a digital format reasonably satisfactory to the Provider.

8.2 The Client grants to the Provider a non-exclusive licence to use the Client Trade Marks during the Term for the purposes (and only for the purposes) of enabling the provision of the Services to the Client.

8.3 The Provider must ensure that all uses of the Client Trade Marks will be in accordance with any style guide supplied or made available by the Client to the Provider.

8.4 The Provider shall ensure that all instances of the use of the Client Trade Marks will be of a reasonable professional standard.

8.5 Notwithstanding any other provision of these Terms and Conditions, the Provider must not use the Client Trade Marks in any way that:

- a) may invalidate or lead to the revocation of or otherwise jeopardise any registered trade mark protection benefiting the Client Trade Marks;
- b) may assist with any application to cancel or invalidate any registered Client Trade Mark or any opposition to any application by the Client to register any Client Trade Mark;
- c) is likely to cause harm to the goodwill attaching to any of the Client Trade Marks;
- d) may prejudice the right or title of the Client to the Client Trade Marks; or
- e) is liable to bring the Client or any Client Trade Mark into disrepute.

8.6 All goodwill arising as a result of, or in relation to, the use of the Client Trade Marks will accrue exclusively to the Client.

8.7 If the Client considers that a use of the Client Trade Marks by the Provider breaches the provisions of this Clause 8 or is otherwise undesirable, the Client may issue a notice to the Provider requesting that such usage cease, and the Provider must ensure that such usage will cease within 5 Business Days following receipt of such a notice.

8.8 The Client warrants to the Provider that the use by the Provider of the Client Trade Marks in accordance with these Terms and Conditions will not infringe any person's Intellectual Property Rights in any jurisdiction and under any applicable law.

8.9 The Provider will not by virtue of the Contract obtain or claim any right, title or interest in or to the Client Trade Marks except as expressly set out in these Terms and Conditions.

8.10 Within 10 Business Days following the termination of the Contract, the Provider must cease to use the Client Trade Marks and must:

- a) remove or permanently obscure Client Trade Marks that appear on any works and materials in the possession or control of the Provider; and
- b) to the extent that neither removal nor permanent obscuring is practicable, deliver to the Client or destroy (as the Provider shall determine) all those works and materials in the possession or control of the Provider on which the Client Trade Marks appear.

Article 9. Intellectual Property Rights

9.1 The Provider hereby assigns to the Client all of its Intellectual Property Rights in the Deliverables, whether those Intellectual Property Rights exist on the Effective Date or come into existence during the Term, excluding the Intellectual Property Rights in the Client Materials and the Third Party Materials. This assignment is for the full term of the assigned

rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings for past infringements of the assigned rights.

9.2 The Provider shall ensure that the Third Party Materials are:

- a) licensed to the Client in accordance with the relevant licensor's standard licensing terms;
- b) licensed to the Client on reasonable terms notified by the Provider to the Client;
- c) sub-licensed by the Provider to the Client on reasonable terms notified in writing by the Provider to the Client; or
- d) sub-licensed by the Provider to the Client on the basis of a non-exclusive, worldwide, perpetual and irrevocable licence to use the Third Party Materials in connection with the Deliverables,

as determined by the Provider.

Article 10. Reputation and goodwill

10.1 The Provider undertakes that it will not, during the Term and without the prior written consent of the Client, take any action that will or is reasonably likely to have a material negative impact on the reputation and/or goodwill of the Client.

10.2 The Client undertakes that it will not, during the Term and without the prior written consent of the Provider, take any action that will or is reasonably likely to have a material negative impact on the reputation and/or goodwill of the Provider.

Article 11. Charges

11.1 The Client shall pay the Charges to the Provider in accordance with these Terms and Conditions.

11.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Client's written consent before performing Services that result in any estimate of time-based Charges given to the Client being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Client agrees otherwise in writing, the Client shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 11.2.

11.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to the Provider.

11.4 The Provider may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract.

Article 12. Timesheets

12.1 The Provider must:

- a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
- b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

12.2 Within 10 Business Days following receipt of a written request, the Provider shall supply to the Client copies of such of the timesheets referred to in Clause 12.1 and in the Provider's possession or control as the Client may specify in that written request.

Article 13. Payments

13.1 The Provider shall issue invoices for the Charges to the Client on or after the invoicing dates set out in Section 7 of the Statement of Work.

13.2 The Client must pay the Charges to the Provider within the period of 30 days following the receipt of an invoice issued in accordance with this Clause 13.

13.3 The Client must pay the Charges by bank transfer (using such payment details as are notified by the Provider to the Client from time to time).

13.4 If the Client does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:

- a) charge the Client interest on the overdue amount at the rate of 15% per annum above the the central bank of the Netherlands base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- b) charge in addition to the amount owed and the interest thereon both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies.

Article 14. Confidentiality obligations

14.1 The Provider must:

- a) keep the Client Confidential Information strictly confidential;
- b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality approved in writing by the Client;
- c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and
- d) act in good faith at all times in relation to the Client Confidential Information.

14.2 The Client must:

- a) keep the Provider Confidential Information strictly confidential;
- b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality approved in writing by the Provider;
- c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Client uses to protect the Client's own confidential information of a similar nature, being at least a reasonable degree of care; and
- d) act in good faith at all times in relation to the Provider Confidential Information.

14.3 Notwithstanding Clauses 14.1 and 14.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

14.4 No obligations are imposed by this Clause 14 with respect to a party's Confidential Information if that Confidential Information:

- a) is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality; or
- b) is or becomes publicly known through no act or default of the other party.

14.5 The restrictions in this Clause 14 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

14.6 Upon the termination of the Contract, each party must immediately cease to use the other party's Confidential Information.

14.7 Following the termination of the Contract, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must destroy or return to the other party (at the other party's option) all media containing the other party's Confidential Information, and must irrevocably delete the other party's Confidential Information from its computer systems.

14.8 The provisions of this Clause 14 shall continue in force for a period of 5 years following the termination of the Contract, at the end of which period they will cease to have effect.

Article 15. Data protection

15.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Client Personal Data.

15.2 The Client warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Contract.

15.3 The Client shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Contract, the Personal Data of identified or identifiable natural persons of the following types: names, addresses, email-addresses, telephone numbers and other personal data types; and the Provider shall only process the Client Personal Data for the following purposes: establishing, maintaining and managing the social media accounts specified in the Contract.

15.4 The Provider shall only process the Client Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 15.

15.5 The Provider shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

15.6 Notwithstanding any other provision of these Terms and Conditions, the Provider may process the Client Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Client of the legal requirement before processing, unless that law prohibits such information.

15.7 The Provider shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

15.8 The Provider and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data.

15.9 The Provider must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, the Provider shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 15.

15.10 As at the Effective Date, the Provider is hereby authorised by the Client to engage, as sub-processors with respect to Client Personal Data, third parties within the following categories: Provider employees and sub-contractors.

15.11 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with

the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

15.12 The Provider shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

15.13 The Provider shall make available to the Client all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 15 and the Data Protection Laws.

15.14 The Provider shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

15.15 The Provider shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client. The Provider may charge the Client at its standard time-based charging rates for any work performed by the Provider at the request of the Client pursuant to this Clause 15.15.

15.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Terms and Conditions, then the parties shall use their best endeavours promptly to agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

Article 16. Warranties

16.1 The Provider shall provide the Services with reasonable skill and care.

16.2 The Provider warrants to the Client that:

- a) the Provider has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
- b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and
- c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

16.3 The Client warrants to the Provider that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

16.4 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent

permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

Article 17. Indemnities

17.1 The Provider shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Client and arising directly or indirectly as a result of any breach by the Provider of these Terms and Conditions (a "**Provider Indemnity Event**").

17.2 The Client must:

- a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
- b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
- c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
- d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

and the Provider's obligation to indemnify the Client under Clause 17.1 shall not apply unless the Client complies with the requirements of this Clause 17.2.

17.3 The Client shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Client of these Terms and Conditions (a "**Client Indemnity Event**").

17.4 The Provider must:

- a) upon becoming aware of an actual or potential Client Indemnity Event, notify the Client;
- b) provide to the Client all such assistance as may be reasonably requested by the Client in relation to the Client Indemnity Event;
- c) allow the Client the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Client Indemnity Event; and
- d) not admit liability to any third party in connection with the Client Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Client Indemnity Event without the prior written consent of the Client,

and the Client's obligation to indemnify the Provider under Clause 17.3 shall not apply unless the Provider complies with the requirements of this Clause 17.4.

17.5 The indemnity protection set out in this Clause 17 shall be subject to the limitations and exclusions of liability set out in the Contract.

Article 18. Limitations and exclusions of liability

18.1 Nothing in these Terms and Conditions will:

- a) limit or exclude any liability for death or personal injury resulting from negligence;
- b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law.

18.2 The limitations and exclusions of liability set out in this Clause 18 and elsewhere in these Terms and Conditions:

- a) are subject to Clause 18.1; and
- b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

18.3 The Provider shall not be liable to the Client in respect of any losses arising out of a Force Majeure Event.

18.4 The Provider shall not be liable to the Client in respect of any loss of profits or anticipated savings.

18.5 The Provider shall not be liable to the Client in respect of any loss of revenue or income.

18.6 The Provider shall not be liable to the Client in respect of any loss of use or production.

18.7 The Provider shall not be liable to the Client in respect of any loss of business, contracts or opportunities.

18.8 The Provider shall not be liable to the Client in respect of any special, indirect or consequential loss or damage.

18.9 The liability of the Provider to the Client under the Contract in respect of any event or series of related events shall not exceed the greater of:

- a) € 1000 (one thousand); and
- b) the total amount paid and payable by the Client to the Provider under the Contract in the 12 month period preceding the commencement of the event or events.

18.10 The aggregate liability of the Provider to the Client under the Contract shall not exceed the greater of:

- a) €1000 (one thousand); and

- b) the total amount paid and payable by the Client to the Provider under the Contract.

Article 19. Force Majeure Event

19.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract, that obligation will be suspended for the duration of the Force Majeure Event.

19.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- a) promptly notify the other; and
- b) inform the other of the period for which it is estimated that such failure or delay will continue.

19.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

Article 20. Termination

20.1 The Provider may terminate the Contract by giving to the Client not less than 30 days' written notice of termination, expiring after the end of the Minimum Term. The Client may terminate the Contract by giving to the Provider not less than 30 days' written notice of termination, expiring after the end of the Minimum Term.

20.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- a) the other party commits any breach of the Contract, and the breach is not remediable; or
- b) the other party commits a breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.

20.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- a) the other party:
 - i) is dissolved;
 - ii) ceases to conduct all (or substantially all) of its business;
 - iii) is or becomes unable to pay its debts as they fall due;
 - iv) is or becomes insolvent or is declared insolvent; or
 - v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

- b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
- d) if that other party is an individual:
 - i) that other party dies;
 - ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - iii) that other party is the subject of a bankruptcy petition or order.

20.4 The Provider may terminate the Contract immediately by giving written notice to the Client if:

- a) any amount due to be paid by the Client to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- b) the Provider has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 20.4.

Article 21. Effects of termination

21.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 7, 8.10, 9.2, 12, 13.2, 13.4, 14, 15.1, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, 15.16, 17, 18, 21, 24 and 25.

21.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

21.3 Within 30 Business Days following the date of effective termination of the Contract, the Provider shall provide to the Client a copy of each non-trivial dataset directly relating to the Client that is reasonably available and accessible to the Provider and has been generated by the Provider in the course of performing its obligations under these Terms and Conditions in a format determined by the Provider acting reasonably, providing that the Client must pay, in advance if so requested by the Provider, the Provider's reasonable costs and expenses in relation to the performance of the Provider's obligations under this Clause 21.3.

Article 22. Notices

22.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

22.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 8 of the Statement of Work):

- a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;
- b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
- c) sent by email, with return confirmation of receipt, in which case the notice shall be deemed to be received upon receiving the confirmation by the other Party,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

22.3 The addressee and contact details set out in Section 8 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 22.

Article 23. Subcontracting

23.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Contract.

23.2 The Provider shall remain responsible to the Client for the performance of any subcontracted obligations.

Article 24. General

24.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

24.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

24.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

24.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these Terms and Conditions.

24.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate,

rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

24.6 Subject to Clause 18.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

24.7 The Contract shall be governed by and construed in accordance with Dutch law.

24.8 The courts of The Netherlands shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

Article 25. Interpretation

25.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- b) any subordinate legislation made under that statute or statutory provision.

Annex 1: Processing Of Personal Data

If the Supplier processes Personal Data in the performance of the Agreement on behalf of the Client, the following conditions apply in addition to the General Terms and Conditions. The applicability of processing agreements of the Client is expressly rejected.

Article 1. General

1.1 The terms defined in this Appendix in the General Data Protection Regulation (hereinafter: “GDPR”) have the meaning assigned to them in the GDPR. This Annex qualifies as a processing agreement as referred to in Article 28 of the GDPR.

1.2 The Supplier offers the Client the option to purchase the Service, whereby the Supplier may Process Personal Data in the performance of the Service for and on behalf of the Client. In this Processing of Personal Data, the Client can be considered as the Processing Responsible Party, or as a Processor if the Client Processes the Personal Data for the benefit of a third party. Supplier performs (depending on the capacity in which the Client processes Personal Data) the role of Processor or sub-processor.

Article 2. Purposes of the Processing

2.1 The Supplier undertakes to process Personal Data on the instruction of the Client under the conditions of the Agreement. The Processing will only take place within the framework of the execution of the Agreement and for the duration thereof, plus for those purposes that are reasonably related to it or that are determined by a further Agreement.

2.2 The Supplier shall not Process the Personal Data for any purpose other than that determined by the Client. The Client will inform the Supplier of the processing purposes if they are not already mentioned in this Appendix.

2.3 Supplier has no control over the purpose and means used for the Processing of Personal Data. The Supplier does not make independent decisions about the receipt and use of the Personal Data, the provisions to third parties or about the duration of the storage of Personal Data.

2.4 Supplier Processes Personal Data on the instructions of the Client, on the understanding that these do not concern special Personal Data, Citizen Service Numbers or data relating to criminal convictions or offenses, such as, for example, the following standard categories:

- a) Name and address data;
- b) phone numbers;
- c) e-mail addresses;
- d) IP addresses;
- e) and other possible categories of non-special Personal Data.

2.5 These Personal Data relate to the categories of Data Subject defined in this paragraph. The Parties involved concern:

- a) persons who use the Service;
- b) visitors to the website;
- c) persons who receive e-mail from, or send e-mail to, the Client;
- d) persons who are included by the Client in its e-mail address book within the webmail environment made available by the Supplier;
- e) persons who enter Personal Data in a contact form;
- f) persons who make Personal Data available to the Client for Processing;
- g) and other possible categories of Data Subject whose Personal Data are processed through the Service.

Article 3. Obligations of the Supplier

3.1 With regard to the Processing operations referred to in Article 2 of this Annex, the Supplier shall ensure compliance with the conditions that, pursuant to the GDPR, are set for the Processing of Personal Data by the Supplier, depending on its assigned role.

3.2 The Supplier shall Process Personal Data and other data that will be supplied to the Supplier by or on behalf of the Client and on the basis of written instructions from the Client.

3.3 The Supplier shall, at the latter's request and within a reasonable period of time, inform the Client of the measures it has taken with regard to its obligations under this Annex.

3.4 The obligations of the Supplier arising from this Annex also apply to those who process Personal Data under the authority of the Supplier.

3.5 The Supplier shall notify the Client if, in its opinion, an instruction from the Client conflicts with relevant privacy laws and regulations.

3.6 The Supplier shall, at its request, provide the Client with the necessary cooperation in the performance of its obligations in accordance with the GDPR, including but not limited to its security obligation, the data breach reporting obligation, conducting a data protection assessment and prior consultation with the regulator in case of a high-risk processing. The costs reasonably incurred or to be incurred by the Supplier in relation to the aforementioned cooperation will be reimbursed by the Client.

Article 4. Transfer of Personal Data

4.1 Supplier Processes Personal Data in countries within the European Union. The Client also gives the Supplier permission for the Processing of Personal Data in countries outside the European Union, with due observance of the applicable laws and regulations.

4.2 The Supplier shall, at the Client's request, notify the country or countries involved.

Article 5. Division of responsibility

5.1 Parties will ensure compliance with applicable privacy laws and regulations.

5.2 The Supplier is solely responsible for the Processing of Personal Data under this Appendix, in accordance with the instructions of the Client and under the express (final) responsibility of the Client.

5.3 For all other Processing of Personal Data, including in any case but not limited to the collection of the Personal Data by the Client, Processing for purposes not reported to the Supplier by the Client, Processing by third parties and / or for other purposes, the Supplier is not responsible. The responsibility for this Processing lies solely with the Client. The Client guarantees the legality of this Processing at all times and that its systems and infrastructure are adequately secured at all times.

5.4 It is up to the Client to assess whether the Supplier offers adequate guarantees with regard to the application of appropriate technical and organizational measures to ensure that the Processing meets the requirements of the General Data Protection Regulation and / or any other applicable laws and regulations and that the protection of the rights of data subjects are sufficiently guaranteed.

5.5 The Client guarantees at all times that the content, use and order for Processing of Personal Data, as referred to in this Annex, is not unlawful and does not infringe any rights of third parties.

5.6 The Client guarantees at all times that no special Personal Data, Citizen Service Numbers or data relating to criminal convictions or criminal offenses will be processed when using the Services, unless otherwise agreed in writing.

5.7 Without prejudice to the other rights of the Supplier, the Client indemnifies the Supplier against any damage, claims from third parties and fines imposed by regulators if the Client acts contrary to this Annex and / or the General Data Protection Regulation and / or any other applicable laws and regulations.

Article 6. Engaging third parties or subcontractors

6.1 The Client hereby grants the Supplier a general permission to engage third parties (sub-processors) during the Processing. At the request of the Client, the Supplier will inform the Client as soon as possible about the sub-processors it uses.

6.2 Supplier has the right to implement changes regarding the addition or replacement of sub-processors. The Supplier shall inform the Client of the intended changes regarding the addition or replacement of sub-processors, whereby the Client is offered the opportunity to object to these changes. This objection must be submitted in writing within two weeks and supported by arguments. If the Client does not object within the aforementioned period of two weeks, the Client is deemed to agree.

6.3 If the Client objects within the period referred to in the previous paragraph, both parties will endeavor to reach a reasonable solution in mutual consultations. If the parties cannot reach agreement on the intention of the Supplier, then the Supplier is entitled to engage the relevant new sub-processor and the Client is entitled to cancel the Agreement on the date on which the new sub-processor is activated.

6.4 The Supplier unconditionally ensures that these third parties assume the same obligations in writing as agreed between the Client and the Supplier. The supplier guarantees correct compliance with these obligations by these third parties.

Article 7. Security

7.1 The Supplier shall endeavor to take appropriate technical and organizational measures with regard to the Processing of Personal Data to be performed, in particular as a result of the destruction, the loss, the modification or the unauthorized provision of, or unauthorized access to forwarded, stored or otherwise processed data.

7.2 The Supplier may make changes to the measures taken and security measures if it deems this necessary to continue to offer an appropriate level of security.

7.3 The supplier does not guarantee that the protection will be effective under all circumstances. The Supplier shall endeavor to ensure that the security meets a level determined by the state of the art, the implementation costs of the security measures, the nature, scope and context of the Processing, the purposes and intended use of the security.

7.4 Service, the processing risks, and the likelihood and severity of the risks to the rights and freedoms of Data Subject that it might expect in view of the intended use of the Service is not unreasonable.

7.5 The Client will only make Personal Data available to the Supplier for Processing if the Client has ensured that the required security measures have been taken. Client is responsible for compliance with the measures agreed by the Parties.

Article 8. Reporting obligation

8.1 In the case of a security breach and / or a data breach (which is understood to mean: a security breach that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorized provision of or unauthorized access to transmitted, stored or otherwise processed data), the Supplier will make every effort to inform the Client as soon as possible, on the basis of which the Client assesses whether it will inform the supervisory authorities and / or Data Subject or not. Supplier makes every effort to make the information provided complete, correct and accurate.

8.2 If required by law and / or regulation, the Supplier shall cooperate in informing the relevant authorities and, where appropriate, the Parties involved. Client is responsible for reporting to the relevant authorities.

8.3 For the Supplier, the duty to report includes at least the reporting to the Client of the fact that there has been a leak, as well as:

- a) what the (alleged) cause of the leak is;
- b) what the (as yet known and / or expected) consequence is;
- c) what the (proposed) solution is;
- d) what measures have already been taken;
- e) what the contact details are for following up the report;
- f) who is informed (such as the Person concerned, Client, supervisor).

Article 9. Processing of requests from data subjects

9.1 In the event that a Data Subject submits a request about her/his Personal Data to the Supplier, the Supplier shall forward the request to the Client and inform the Data Subject thereof. Client will then continue to process the request independently. If it appears that the Client needs assistance from the Supplier for the execution of a Request from a Data Subject, the Supplier will cooperate and the Supplier may charge costs for this.

Article 10. Confidentiality

10.1 All Personal Data that the Supplier processes under this Annex for the Client is subject to a confidentiality obligation of the Supplier towards third parties. The Supplier shall not use this information for a purpose other than that for which it was obtained, unless it has been altered in such a way that it cannot be traced back to the Data Subject.

10.2 This confidentiality obligation does not apply:

- a) to the extent that the Client has given explicit permission to provide the information to third parties; or
- b) if providing the information to third parties is necessary for the implementation of the Agreement or this Annex; or
- c) if there is a legal obligation and / or a court order to provide the information to a third party; or
- d) with regard to third parties to whom - subject to the provisions of Article 6 - Personal data are provided in their capacity as sub-processors.

Article 11. Audit

11.1 Client has the right to have audits carried out by an independent IT expert who is bound by confidentiality to check compliance with all points in this Annex.

11.2 This audit will only take place after the Client has requested, assessed and submitted reasonable arguments to the Supplier with similar audit reports that justify an audit initiated by the Client. Such an audit is justified if the similar audit reports present at the Supplier provide no or insufficient information about the Supplier's compliance with this Appendix. The audit initiated by the Client takes place once a year two weeks after the Client's prior announcement.

11.3 Supplier shall cooperate with the audit and all information reasonably relevant to the audit, including providing data such as system logs, and employees as timely as possible and within a reasonable period, whereby a period of a maximum of two weeks is deemed reasonable.

11.4 The findings resulting from the audit will be assessed by the Parties in mutual consultation and, as a result thereof, may or may not be implemented by one of the Parties or jointly by both Parties.

11.5 The reasonable costs for the audit are borne by the Client, on the understanding that the costs for the IT expert to be hired will always be borne by the Client.

Article 12. Duration and cancellation

12.1 The Annex has been entered into for the duration stipulated in the Agreement between the Parties and, in the absence thereof, in any case for the duration of the cooperation.

12.2 The Annex cannot be canceled in the meantime.

12.3 Parties may only amend this Annex by mutual consent.

12.4 After termination of the Annex, the Supplier will immediately destroy the Personal Data received from the Client, unless the Parties agree that the Supplier will return this Personal Data to the Client or the Supplier is legally obliged to retain this Personal Data. The Supplier may charge the Client for any costs it incurs in connection with the destruction and / or the return of Personal Data to the Client.