

General Conditions model determined by NEVOA on 1 July 2018. Any reference to this model and their use is only allowed in an unchanged form. Any adjustments to this model are only allowed if they are incorporated in the agreement(s) between the User and his counterparty arising from it/them. The NEVOA excludes any liability for adverse effects caused by the use of the text of this model.

#### CLAUSE 1: DEFINITIONS

1. In these General Terms and Conditions the following definitions apply:

User: every natural person or legal entity who is a member or has members of the NEVOA and who has declared these General Conditions applicable in accordance with Clause 2.

Client: the counterparty of the User in an Agreement.

Agreement: the agreement to provide services.

Personal Data: All information concerning an identified or identifiable natural person as meant in Clause 4 under 1 of the General Data Protection Regulation which the User processes on behalf of the Client and which are described in the Agreement.

Annex: the annex which contains a Personal Data processing agreement which is attached to the General Conditions and which thereby forms an integral part of these if the User processes personal data on behalf of the Client.

#### CLAUSE 2: APPLICABILITY

1. These General Conditions are applicable to all legal relationships between the User and the Client to which the User has declared these General Conditions applicable.
2. These General Conditions are also applicable to all agreements with the User for the implementation of which third parties must be engaged.
3. Any amendments to these General Conditions are only valid if they have explicitly been agreed in writing between the User and the Client.
4. The applicability of any purchasing conditions or other conditions of the Client is explicitly rejected.
5. If one or more provisions in these General Conditions are invalid or is/are annulled, the remaining provisions of these General Conditions will remain fully applicable. The User and the Client will then consult each other in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the original provision.

#### CLAUSE 3: OFFERS, QUOTATIONS AND FORMATION OF AGREEMENT

1. All offers and quotations of the User are without any obligation unless the offer stipulates a period for acceptance.
2. An Agreement will be formed at the moment that the offer or quotation signed by the Client has been received in return by the User. The User is free to prove that the Agreement has been formed in another way.
3. The prices stated in the offers and quotations referred to are excluding VAT and other government levies, as well as any costs to be incurred in connection with the Agreement including disbursements, shipping and administrative costs, unless otherwise indicated.
4. If the acceptance differs (with respect to minor items) from the offer included in the quotation this shall not bind the User. The Agreement will then not be formed in accordance with this different acceptance unless the User indicates otherwise.
5. An aggregate offer or quotation does not oblige the User to perform a part of it against a corresponding part of the quoted price.
6. Offers or quotations are not automatically applicable to future contracts.
7. In the event that these General Conditions and the Agreement include contradictions, the conditions included in the Agreement will prevail.

#### CLAUSE 4: PERFORMANCE OF THE AGREEMENT

1. The User will carry out the Agreement or have it carried out to the best of his ability and understanding and in accordance with the requirements of good workmanship.  
All this applies on the grounds of the latest technology known at that moment. However, the User cannot guarantee to achieve any intended result.
2. The User will also carry out the Agreement or have it carried out with due observance of the rules of conduct of the NEVOA applicable to it, as included in the Code of Professional Conduct Regulations. A copy of these Regulations will be sent to the Client on request.
3. The Client will respect the obligations arising from the Regulations for the User or for those working at the User or for him. All contracts are exclusively accepted and performed by the User and not by or on behalf of an individual employee of the User, irrespective of whether the Client awarded the contract explicitly or tacitly with a view to its performance by a certain employee or certain employees of the User. The applicability of Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code is explicitly excluded; this provision has also been stipulated for all natural persons and legal entities, also third parties, engaged by the Contractor in performing the activities.  
If and as far as the good execution of the Agreement demands it, the User has the right to allow certain activities to be carried out by third parties.
4. The Client shall take care that all data and records which the User indicates are necessary for the correct implementation of the Agreement or of which the Client should reasonably understand that they are necessary for this, are provided to the User within due time in the required format and in the required way. The Client is obliged to inform the User immediately of any facts and circumstances which might be relevant in connection with the performance of the Agreement.
5. The Client warrants the accuracy, completeness and reliability of the data and records provided to the User, even if they originate from third parties.
6. The User is not liable for damages of any nature whatsoever caused by the User taking any incorrect and/or incomplete information provided by the Client as a starting point, unless this inaccuracy or incompleteness should have been evident to the User.
7. If the User has not, not within due time or not properly been provided with the information required for the performance of the Agreement the User will be entitled to suspend the performance of the Agreement and/or to charge the Client for the extra costs and extra fee arising from the delay in the performance of the Agreement in accordance with the usual rates.
8. If it has been agreed that the Agreement is to be carried out in phases, the User can suspend the performance of those parts which belong to the next phase until the Client has approved the results of the preceding phase in writing.
9. If activities are carried out by the User or persons or third parties engaged by the User in connection with the Agreement at the site of the Client or a location indicated by the Client, the Client will provide the facilities required to this end free of charge.
10. The Client indemnifies the User against any claims by third parties who suffer any damages in connection with the performance of the Agreement and which damages are attributable to the Client.
11. The Client relinquishes the right to hold liable persons or legal entities who/which are working at or are affiliated to the User on account of a breach of contract or a wrongful act.

#### CLAUSE 5: AMENDMENTS TO THE AGREEMENT

1. If, during the performance of the Agreement, it appears that it is necessary to make amendments or additions to the work to be carried out

- in order to perform the Agreement properly, the parties will amend the Agreement accordingly within due time and in mutual consultation.
- If the parties agree to amend or supplement the Agreement, this may affect the completion date of its fulfilment. The User will inform the Client of this as soon as possible.
  - If an amendment or supplement to the Agreement will have financial and/or qualitative consequences, the User will inform the Client of this in advance.
  - If a fixed fee has been agreed the User will indicate in this connection the extent to which the amendment or supplement of the Agreement will result in exceeding this fee.
  - Contrary to paragraph 3 the User will not be able to charge any additional costs if the amendment or supplement is the result of circumstances that can be attributed to the User.
  - The User can only carry out additional work and charge the Client for additional costs to those stipulated in the Agreement, if the Client has given his consent to this in advance, unless these activities are covered by the duty of care of the User.

#### CLAUSE 6: CONTRACTUAL TERM AND IMPLEMENTATION PERIOD

- The Agreement between the User and a Client is entered into for an indefinite period of time unless otherwise arising from the content, nature or purport of the Agreement or if the parties have explicitly agreed otherwise in writing.
- If the Client owes an advance payment or if he has to provide information and/or materials required for the implementation, the period within which the activities must be completed will only commence after the advance payment has been received in full or the information and/or materials have been provided.
- If within the term of the Agreement for completing certain activities a term has been agreed, this will never be a deadline. In the event that a term has been exceeded, the Client should therefore give the User a notice of default in writing.

#### CLAUSE 7: FEE

- The parties can agree a fixed fee upon the formation of the Agreement.
- If no fixed fee is agreed, the fee will be determined on the basis of the actual time spent. The fee is calculated according to the specified hourly rates of the User applicable to the period in which the activities are carried out.
- In the event of changes in wages and/or prices after the formation of the Agreement but before the Agreement has been fully performed, the User will be entitled to adjust the fee or the hourly rate.
- In addition, the User is allowed to increase the fee when it appears each time during the performance of the activities that the originally agreed or expected quantity of work was estimated insufficiently to such an extent on entering into the Agreement that the User cannot reasonably be required to carry out the agreed activities at the fee originally agreed.
- The User will inform the Client of the intention to increase the fee or the hourly rate. In doing so the User will specify the amount and the date on which the increase will become effective.
- The Client is entitled to dissolve the Agreement if the fee or the hourly rate is increased within three months after entering into the Agreement. After this period has expired the Client will be entitled to dissolve the Agreement if the increase exceeds 10%. The Client is not entitled to dissolve the Agreement if the increase of the fee or hourly rate arises from an authorisation by virtue of the law.
- The Client will be charged with the fee of the User, if necessary increased by the disbursements, costs and invoices of third parties engaged, per month or after the performance of the Agreement unless the User and the Client have made other agreements in this respect.
- The value added tax will be charged separately on all the amounts payable by the Client to the User.

#### CLAUSE 8: PAYMENT

- Payment of the invoice sent by the User must take place without any deductions, discounts or set-off within 14 days after the invoice date. Moreover, payment must take place in Dutch currency by means of transfer to the credit of a bank account to be indicated by the User. Any objections to the amount of the invoices or complaints within the sense of Clause 10 do not suspend the payment obligation of the Client.
- If the Client remains in default of payment within the period, the Client will be default by operation of law without any further notice of default being required. The Client will then owe the statutory interest, or the statutory commercial interest (in connection with commercial transactions). The interest on the amount due and payable will be calculated from the date that the Client is in default until the date of payment in full.
- The User is at all times entitled to demand an advance payment for the payment of his activities, disbursements and/or costs.
- If at the User's discretion the financial position or the payment history of the Client gives rise to it, the User will be entitled to demand that the Client immediately furnishes (additional) security in a form to be determined by the User. If the Client fails to furnish the required security, the User will be entitled - notwithstanding his other rights - to suspend immediately the further performance of the Agreement and everything that Client owes to the User on any account whatsoever will become immediately due and payable. In the event of winding-up, a bankruptcy, seizure, moratorium or debt rescheduling of the Client, anything that the Client owes to the User will also become immediately due and payable.
- The User is entitled to allow the payments made by the Client to serve firstly to reduce the costs, then to reduce the interest outstanding and finally to reduce the principal amount and the current interest.
- The User may refuse an offer of payment, without thus being in default, if the Client indicates a different order in which the payment is to be applied.
- The User may refuse the full repayment of the principal amount if the payable and current interest as well as the costs are not concurrently paid.
- If the Agreement has been entered into by two Clients, they will be jointly and severally bound for the payment of the outstanding amounts, insofar as the activities have been performed for the joint Clients.

#### CLAUSE 9: INTEREST AND COLLECTION COSTS

- If the Client is a consumer and after the first payment period has expired as referred to in Clause 8 paragraph 1, he has not or not fully fulfilled the payment obligation, the User will send a written demand to the Client for payment of the outstanding amount and the statutory interest on it within a second period of 14 days, with a notice of the extrajudicial collection costs according to the extra-judicial collection costs sliding scale ('BIK'). If the Client has not or not fully fulfilled the payment obligation within the second period, the extra-judicial collection costs will be payable, as well as the statutory interest on the extra-judicial costs from the date on which they become payable. If the Client is an entrepreneur or legal entity and has not or not fully fulfilled the payment obligation as specified in Clause 8 paragraph 1, the extra-judicial collection costs will be payable according to the extra-judicial collection costs sliding scale (BIK) as well as the statutory interest on the extra-judicial collection costs from the day on which they become payable.
- The User will send to the Client a written demand for payment of the outstanding amount, the interest payable on the outstanding amount,

the extra-judicial collection costs and the statutory interest on it, within a 7 day deadline.

- If after the deadline has expired the Client has not or not fully fulfilled his payment obligations, the User will be able to bring a legal action against the Client. All court and/or execution costs which the User had to incur as a result of the non-fulfilment by the Client will then also be at the expense of the Client.

#### CLAUSE 10: CLAIMS AND COMPLAINTS

- Complaints about the activities carried out or about the invoice of the fee must be notified in writing by the Client to the User within 8 days after discovery but at the latest within 30 days after completion of the respective activities or within 30 days after the despatch date of the invoice. The complaint must include as detailed a description of the failure as possible in order to enable the User to respond adequately.
- A complaint does not suspend the payment obligation of the Client, unless the User has made it known to the Client that he considers the complaint justified.
- In the event that a claim has been submitted and is justified, the User will have the choice between adjustment of the fee charged, improvement of the activities free of charge, re-performance of the agreed activities or, if the latter is no longer possible or sensible, no longer to perform the Agreement in whole or in part against a refund in proportion to a fee paid by the Client.
- If it is no longer possible or sensible still to perform the agreed activities, the User will only be liable within the limits of Clause 14.
- Any complaints with regard to the way in which the User carries out his profession, can be submitted to the Disciplinary Board of the NEVOA pursuant to the regulations for disciplinary matters.

#### CLAUSE 11: NOTICE OF TERMINATION AND CANCELLATION

- Either party can terminate the Agreement at any time in writing with due observance of a 3 months' notice period.
- If the notice period has not been or has not fully been observed by the Client, the User will be entitled to compensation due to the loss of turnover caused by it over the (remaining) notice period, unless the notice of termination is based on facts and circumstances which are exclusively attributable to the User. The compensation can be based by the User on the average turnover in the last three months. Moreover, the Client will then be obliged to pay the invoices for the activities performed until that time. The provisional results of the activities performed until that time will then be put at the Client's disposal subject to approval.
- If the Agreement is terminated prematurely by the User, the User in consultation with the Client will take care of the transfer of activities to third parties still to be carried out, unless facts and circumstances form the basis of the termination which are attributable to the Client.
- If the transfer of the activities involves extra costs for the User, the Client will be charged for them.
- If an Agreement with an agreed fixed price is cancelled by the Client, the User will be entitled to 100% of the agreed price.

#### CLAUSE 12: SUSPENSION AND DISSOLUTION

- The User is entitled to suspend the performance of the obligations or to dissolve the Agreement if:
  - the Client does not or does not fully fulfil the obligations under the Agreement.
  - circumstances come to the notice of the User after the Agreement has been formed which give good reason to fear that the Client will not fulfil his obligations. If there are good reasons to fear that the Client will only fulfil partly or improperly, the suspension will only be allowed insofar as the failure justifies this.
  - the Client was requested on entering into the Agreement to furnish security for the performance of his obligations under the Agreement and this security has not been forthcoming or is insufficient.
- Moreover, the User is entitled to dissolve the Agreement or have it dissolved if circumstances occur which are of a nature such that fulfilment of the Agreement is impossible or can no longer be required according to the principles of reasonableness and fairness or if circumstances arise otherwise which are of a nature such that it cannot reasonably be expected that the Agreement continues unchanged.
- If the Agreement is dissolved the claims of the User on the Client will be immediately due and payable. If the User suspends the performance of the obligations, he will retain his rights under the law and pursuant to the Agreement.
- The User always retains the right to claim compensation.

#### CLAUSE 13: RETURN OF ITEMS PROVIDED

- If the User has provided items to the Client in connection with the performance of the Agreement, the Client will be obliged at the first request of the User to return the provided items within 14 days complete in their original condition, free from defects.
- If the Client for any reason whatsoever after a demand to this end remains still in default of the obligation referred to under 1, all damage and costs arising from it, including the costs of replacement, will be at the expense of the Client.
- Where necessary for the performance of the Agreement, copies of the original documents provided by the Client to the User will be included in the file of the User. If and insofar as the Client requests this, these documents are to be returned to the Client on the termination of the Agreement.

#### CLAUSE 14: LIABILITY

- If the User would be liable, this liability will be limited to what has been provided for in this provision.
- If the Client demonstrates that he suffered damages by an act or omission by the User which would have been avoided had he acted with due care and with expertise, the User will be liable for the damage up to a maximum of the limits applicable to the respective claim under the professional liability insurance taken out by the User, at any rate up to a maximum of twice the invoice amount of the respective Agreement, at any rate of that part of the Agreement to which the liability relates. Contrary to what has been provided above, with regard to an Agreement with a term longer than six months, the liability will be further limited to the fee part payable during the most recent six months.
- The User has at all times the right to prevent or reduce as much as possible the damage suffered or to be suffered by the Client.
- The term damage exclusively means damage to persons, damage to property and direct financial losses.
- The User will never be liable for indirect loss including consequential loss, lost profits, missed savings and loss caused by operational delays.
- The limitations of the liability for damage included in these Conditions will not apply if the damage is due to the intention or gross negligence equivalent to it of the User or his subordinates.
- The liability limitations laid down in paragraph 2 up to and including 5 of this Clause are also stipulated for the persons or third parties engaged by the User who can therefore directly invoke these liability limitations.
- The User does not guarantee the accurate and complete transmission of the contents of an e-mail sent, nor the prompt receipt of it.

#### CLAUSE 15: INDEMNITIES

- The Client indemnifies the User against claims by third parties with regard to intellectual property rights to materials or data provided by the Client which are used in performing the Agreement.
- If the Client provides the User with information carriers, electronic files or software etc., the Client shall indemnify the User for damage caused by viruses and defects.
- The Client indemnifies the User in respect of claims by third parties due to damage that was caused because the Client provided the User

- with inaccurate or incomplete information.
- The Client indemnifies the User against all claims by third parties - including shareholders, directors, supervisory directors and personnel of the Client, as well as affiliated legal entities and company and other involved in the organisation of the Client - which arise from or are associated with the activities of the User for the benefit of the Client.
  - The Client also indemnifies the User against claims by third parties where the User is considered as the co-principal of the Client.

**CLAUSE 16: RISK TRANSFER**

- The risk of loss of or damage to items constituting the subject of the Agreement shall be transferred to the Client the moment at which they are legally or physically delivered to the Client, and are consequently brought under the control of the Client or (a) third party/ies to be indicated by the Client.

**CLAUSE 17: FORCE MAJEURE**

- The Parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance not attributable to their fault or which is not chargeable to them by virtue of the law, a legal act or common opinion.
- The term 'force majeure' in these General Conditions means - apart from what it means in legislation and case law - the illness of the User or of the persons or third parties engaged by the User, as well as any external causes whether or not foreseen which are beyond the control of the User but which cause the User to be unable to fulfil his obligations.
- The User shall also be entitled to invoke force majeure if the circumstance impeding (further) fulfilment commences after the User should have fulfilled his obligations.
- During the period that force majeure continues the parties can suspend the obligations under the Agreement. If the period lasts for more than two months, either party shall be entitled to dissolve the Agreement, without obligation to pay any compensation to the other party.
- To the extent that at the moment force majeure occurs the User has already partially fulfilled or is able to fulfil his obligations under the Agreement, and the part complied with or to be complied with has an independent value, the User will be entitled to invoice separately the part fulfilled or to be fulfilled. The Client is obliged to settle this invoice as if it was a separate agreement.

**CLAUSE 18: SECRECY**

- Both parties are obliged to observe secrecy regarding all confidential information, including Personal Data, which they have obtained from each other in connection with their Agreement or from another source, unless one of the parties has a legal or professional duty to disclose or if the one party relieved the other party in writing from the duty to observe secrecy. Information is considered confidential if the other party has communicated it as such or if this arises from the nature of the information. The User shall impose his obligations pursuant to this provision on any third parties engaged by him.
- Contrary to the first paragraph of this Clause the User will be entitled if he acts for himself in a disciplinary, civil or criminal procedure to use the details and information provided by or on behalf of the Client as well as other details and information which have come to his notice in performing the Agreement, insofar as they may be important for his defence in his opinion.
- If the User is obliged to disclose confidential information pursuant to a legal or professional duty and the User cannot invoke the provisions in this Clause, the User will not be obliged to pay compensation or indemnification and the counterparty will not be entitled to dissolve the Agreement due to any damage caused by this.
- Subject to the explicit prior written consent of the User the Client will not be allowed to disclose or otherwise make available to third parties the contents of advice, opinions or other written statements of the User. An exception to this occurs if this arises directly from the Agreement.

**CLAUSE 19: INTELLECTUAL PROPERTY AND COPYRIGHTS**

- Notwithstanding the provisions set out otherwise in these General Conditions the User reserves all rights with regard to intellectual products which he uses, has used or has developed in connection with the performance of the Agreement, insofar as they arise from the law.
- All documents provided by the User such as advice, (model) agreements and other intellectual products are exclusively intended to be used by the Client and they shall not be reproduced, made publicly available, exploited or disclosed to third parties by him without the prior written consent of the User, unless otherwise arises from the nature of the documents provided.
- The User retains the right to use the increased knowledge due to carrying out the activities for other purposes insofar as no confidential information will be made known to third parties.

**CLAUSE 20: EXPIRY PERIOD**

- Insofar as not otherwise provided for in these General Conditions, claims and other powers of the Client for any reason whatsoever with regard to the User in connection with the User carrying out activities will lapse in any case one year after the moment at which the Client became or could reasonably become aware of the existence of these rights and powers.

**CLAUSE 21: APPLICABLE LAW, DISPUTES AND FORUM AGREED UPON**

- Dutch law shall be applicable to all agreements between the User and the Client.
- The parties will try to solve all disputes which might arise in connection with these General Conditions, the agreement(s) linked to them and their interpretation, all this in mutual consultation, or if necessary with the assistance of Mediation in accordance with the regulations to this end of Stichting Nederlands Mediation Instituut in Rotterdam, at any rate those of Stichting Kwaliteits Mediators in Rotterdam, as they read on the commencement date of the Mediation. Once it has become an established fact that the parties cannot solve their disputes through Mediation, they can apply to the court.
- Unless the Sub-district Court has jurisdiction all disputes between the User and the Client, will be settled by the competent court in the district in which the User has his business location. Nevertheless the User will be entitled to submit the dispute to the court having jurisdiction according to the law.

**CLAUSE 22: AMENDMENTS AND WHERE THE CONDITIONS CAN BE FOUND**

- These Conditions are filed at the office of the Chamber of Commerce in Utrecht. The latest filed version will at all times be applicable, or the version as it was in force during the formation of the Agreement.

**ANNEX 1: PERSONAL DATA PROCESSING**

If the User processes Personal Data in performing the Agreement for the Client, in addition to the General Conditions the conditions set out below will be applicable.

**Clause 1. General**

1. The concepts which have been defined in this Annex in the General Data Protection Regulation (further herein: 'GDPR') have the meaning given to them in the GDPR. In processing the personal Data the Client can be indicated as the Controller, or if the Client processes the Personal Data for the benefit of a third party as the Processor. (Depending on the capacity in which the Client processes Personal Data) the User fulfils the role of Processor or sub-processor.

**Clause 2. Purposes of the processing**

1. The User undertakes to process Personal Data on the instructions of the Client under the conditions of the Agreement. The processing will exclusively take place in connection with the performance of the Agreement plus those purposes which are reasonably associated with it or which are determined in further agreement.
2. The User will not process the Personal Data for any other purpose than as determined by the Client. The Client will inform the User of the processing purposes insofar as they have not yet been mentioned in this Annex. The Agreement stipulates which categories of data subjects and personal Data are involved.
3. The User has no control over the purpose of and the means for processing Personal Data. The User will not take any decisions with regard to the receipt and use of the Personal Data, the provision to third parties and the duration of storage of Personal Data.

**Clause 3. Obligations of the User**

1. With regard to the processing operations referred to in Clause 2, the User will ensure compliance with the conditions imposed on processing Personal Data pursuant to the GDPR.
2. The User will process Personal Data which will be supplied by or on behalf of the Client to the User.
3. The User will inform the Client, at the latter's request to this end and within a reasonable period, about the measures taken with regard to his obligations under this Annex.
4. The obligations of the User arising from this Annex also apply to the persons processing Personal Data under the authority of the User.
5. The User will inform the Client if in his opinion an instruction of the Client is in contravention of the relevant privacy legislation and regulations.
6. The User will render the necessary cooperation to the Client when in connection with the processing operations a data protection impact assessment or a prior consultation with the regulatory authority would be necessary.

**Clause 4. Transfer of personal Data**

1. The User can process the personal Data in countries within and outside the European Union with due observance of legislation and regulations.
2. The User will report to the Client at the latter's request which country or countries are involved.

**Clause 5. Sharing the responsibility**

1. The parties will take care of the compliance with applicable privacy legislation and regulations.
2. The processing operations allowed will be carried out by the User within a (semi-)automated environment.
3. The User is only responsible for processing the Personal data under this Annex in accordance with the instructions of the Client and under the explicit (ultimate) responsibility of the Client. The User will not be responsible for all other Personal Data processing, including in any event but not limited to the collection of the Personal Data by the Client, processing operations for purposes not reported by the Client to the User, processing by third parties and/or for other purposes. The responsibility for these processing operations rests exclusively with the Client.
4. The Client guarantees that the content, use and the instructions to process Personal Data, as meant in this Annex, are not unlawful and do not infringe on any right of third parties.

**Clause 6. Engagement of third parties or sub-contractors**

1. The Client hereby grants consent to the User to engage third parties (sub-processors) in processing the data.
2. At the request of the Client the User will inform the Client as soon as possible about the sub-processors he has engaged. The Client is entitled to object to the engagement of a sub-processor. This objection must be submitted in writing within two weeks and supported by arguments.
3. The User will ensure unconditionally that these third parties undertake in writing the same obligations as have been agreed between the Client and the User. The User guarantees correct compliance with these obligations by these third parties.

**Clause 7. Security**

1. The User will do his utmost to take suitable technical and organisational measures with regard to the Personal Data processing to be carried out against loss or against any form of wrongful processing (such as unauthorised access, impairment, changes to or transmission of the personal data).
2. The User does not guarantee that the security is effective under all circumstances. The User will do his utmost to allow the security to comply with a level that is not unreasonable considering the latest technology, the sensitivity of the Personal Data and the costs involved with effecting the security.
3. The Client will only make Personal Data available for processing to the User if the Client has ensured that the required security measures have been taken. The Client is responsible for compliance with the measures agreed by the parties.

**Clause 8. Reporting duty**

1. In the event of a security leak and/or data leak (which means: a breach of the security which by accident or wrongfully leads to destruction, loss, change or unauthorized transfer of or unauthorised access to data transmitted, stored or otherwise processed) the User will try to the best of his abilities to inform the Client of this as soon as possible in connection with which the Client shall assess whether he will or will not inform the supervisory authorities and/or the data subjects. The User will try to the best of his abilities to make the information provided complete, correct and accurate.
2. If legislation and/or regulations require it the User will cooperate with informing the respective relevant authorities and any data subjects. The Client is responsible for reporting this to the relevant authorities.

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3. The reporting duty covers in any event reporting the fact that there has been a leak, as well as:
  - What the (assumed) cause of the leak is;
  - What the consequence (for the time being known and/or to be expected) is;
  - What the (proposed) solution is;
  - What measures have already been taken;
  - Contact details for the follow-up of the reporting notice;
  - Who has been informed (such as the data subject himself, the Client, the supervisory authority).

### Clause 9. Dealing with requests of data subjects

1. In the event that a data subject sends a request about his personal data to the User, the User will pass on the request to the Client and will inform the data subject of this. The Client will subsequently deal further with the request himself. If it becomes apparent that the Client needs the assistance of the User in order to accommodate a request of a data subject, the User will cooperate with this and the User can charge costs for this.

### Clause 10. Audit

1. The Client is entitled to have audits carried out by an independent expert, who is bound by secrecy, in order to verify the compliance with all aspects of this Annex.
2. This audit will only take place after the Client has asked for similar audit reports present at the User and has assessed them and puts reasonable arguments forward which still justify an audit initiated by the Client. Such an audit is justified when the similar audit reports present at the User do not or do not sufficiently give any final answers about the User being compliant with this Annex. The audit initiated by the Client takes place annually two weeks after the prior announcement by the Client.
3. The User will cooperate with the audit and provide all information reasonably relevant to the audit, including supporting details such as system logs and employees in as timely a manner as possible and within a reasonable period, whereby a period of not more than two weeks is reasonable unless this is contrary to an urgent interest.
4. The findings in connection with the audit performed will be assessed by the parties in mutual consultation and in connection with this will be either implemented or not implemented by either party or by both parties jointly.
5. The reasonable costs of the audit are borne by the Client on the understanding that the cost of the expert to be hired will always be borne by the Client.

### Clause 11. Term and notice of termination

1. The agreement as included in this Annex has been entered into for the term as stipulated in the Agreement between the Parties and failing this in any event for the duration of the cooperation.
2. The agreement included in the Annex cannot be terminated prematurely.
3. The Parties can only amend the agreement included in the Annex with mutual consent.
4. After termination of the agreement as included in the Annex, the User will immediately destroy the Personal Data received from the Client unless the Parties agree otherwise.

### Initials of the Client:

.....Date:

.....