

GENERAL TERMS AND CONDITIONS & DATA PROCESSING AGREEMENT THE ONLINE SCIENTIST

2 January 2021

ARTICLE 1 - GENERAL

1.1. These terms and conditions are applicable to all work performed by The Online Scientist, being all activities offered on the domain name: theonlinescientist.com, liesbethsmit.com, stephanvanduin.com or websitesforscientists.com or any subdomain thereof, or of the company The Online Scientist listed with the Chamber of Commerce for Amsterdam under number 5499792, VAT number NL85151520923B01 and Van Duin Outreach listed in the Chamber of Commerce for Amsterdam under number 34359841, VAT number NL154143261B01, with its registered office at Borneolaan 428, 1019 KN Amsterdam (hereafter: "The Online Scientist"), (to be) performed for natural persons and legal entities ("the client"), unless agreed otherwise in writing.

1.2. Deviations and/or additions to these general terms and conditions will apply only if agreed in writing by The Online Scientist and the client.

1.3. The Online Scientist is entitled in that case to replace the invalid provision with one that approaches the scope of the original as best as possible.

1.4. If these general terms and conditions and the order confirmation or the written agreement contain mutually conflicting provisions, the provisions contained in the order confirmation or written agreement will apply.

1.5. The Online Scientist reserves the right to modify the general terms and conditions at any time. The latest version of the general terms and conditions are available on: <https://www.theonlinescientist.com/terms-and-conditions>

1.6. The applicability of any general terms and conditions of the client is expressly excluded.

ARTICLE 2 - OFFER

2.1. All offers by The Online Scientist are free of obligation and may be revoked by The Online Scientist at any time, unless the offer contains a deadline for acceptance.

2.2. All cost estimates and budgets given by The Online Scientist are indicative only, unless otherwise stated by The Online Scientist in writing. The client can never derive any rights from a cost estimate or budget given by The Online Scientist.

2.3. The Online Scientist cannot be held to its offer if, in the opinion of The Online Scientist, the offer contains a manifest mistake or writing error.

2.4. The prices stated in an offer are exclusive of VAT and government levies.

2.5. With due observance of the provisions of paragraphs 1 and 2 of this article, the agreement is concluded on acceptance by the client of the offer and the conditions set out therein via the online link, by telephone or by giving his consent via email.

ARTICLE 3A - CONDITIONS FOR HOSTING SUBSCRIPTION

3.1. If the client wishes to make use of a hosting subscription via The Online Scientist, the activities of The Online Scientist will be regarded as services provided on the instruction and in the name of the client. The Online Scientist is not a party to the services provided or to be provided by the external provider and accepts no liability under that agreement or under the general terms and conditions applicable to such services.

3.2. This applies in particular to the contact, the address details and the email address, and in the case of a domain order, also the name of those responsible for the domain.

3.3. The login data for the client provided by The Online Scientist is strictly personal and may not be shared with third parties. The Online Scientist accepts no liability for loss or costs resulting from the use or misuse of access or identification codes.

3.4. If a user name and/or password has been provided, the client is at all times responsible for the choice of secure alternative passwords. The client indemnifies The Online Scientist against misuse of the hosting package or the website resulting from the use of insecure passwords and claims by third parties pursuant to this provision.

3.5. The use of email within the hosting package is entirely at the own risk of the client. The Online Scientist offers email as an additional service and is not responsible for the proper sending and receiving of email, or the receiving of spam.

3.6. The client is responsible for all activities and content placed in his name or via his account, being the combination of all content and space, including the choice of the domain name made available online to the client by The Online Scientist, hereafter "the Account". The client indemnifies The Online Scientist against third-party claims arising from the posting or supply of illegal or copyrighted materials including, but not limited to, images, software, and texts and any other manner of improper use of the Account as referred to in this article.

3.7. The Online Scientist is at all times entitled to access the website or software to carry out such maintenance and updates as it deems necessary for the functioning of the website and the security of the website, unless agreed otherwise in writing.

3.8. The client may not use an Account created by the services of The Online Scientist for illegal purposes. If The Online Scientist discovers that the use of an Account is in violation of Dutch law, The Online Scientist will be entitled to suspend the use of the Account until the client has, in the opinion of The Online Scientist, demonstrated that the violation has ended. The client bears will bear its own losses resulting from the suspension.

3.9. The client is not permitted to use (1) the available server space for the storage of materials not related to the website or (2) own software or to post installations within the Account that are not approved by The Online Scientist.

3.10. The Online Scientist reserves the right to refuse hosting subscriptions or to attach special conditions to their execution.

3.11. The client will configure its systems and programs in such a way that neither the security, nor the integrity or availability of systems, networks and data of The Online Scientist or third parties are hindered.

3.12. If the delivered products, including but not limited to websites, e-learning and software, are not hosted by The Online Scientist, Article 7 of these general terms and conditions will apply.

3.13. If the client has an Account with The Online Scientist, licenses purchased for the construction of the products remain the property of The Online Scientist and are only provided once-only with user rights, unless agreed otherwise in writing.

3.14. If the client provides its own hosting, The Online Scientist accepts no liability for loss caused by outdated licenses or software or the costs of purchasing these licenses or other damage, as any liability from the moment of delivery is for the risk and account of the client. The Online Scientist will never be obliged to repair mutilated or lost data. The client is fully responsible for securing its products and maintaining backups.

ARTICLE 3B - CONDITIONS FOR DOMAIN NAME REGISTRATION

3.15. The domain registration agreement is concluded directly between the client and the allocation body or the registrar. The Online Scientist will, at the expense of and in the name of the client, order the registration of the domain and the domain registration for the client.

3.16. The top-level domains are registered and managed by different organisations. Supplementary to these general terms and conditions, each top-level domain is also subject to the specific terms and conditions of the organisations concerned. The Online Scientist is not a party to and accepts no liability for the content of that agreement or the general terms and conditions applicable to that service.

3.17. The data necessary for domain registration will be transmitted to the relevant allocation bodies in an automated procedure. The client can only assume an actual allocation when the Internet service has been made available under the desired domain. The Online Scientist does not guarantee that ordered domains can be allocated.

3.18. The Online Scientist is not responsible for any infringement of intellectual property rights in relation to the choice of a domain name and accepts no liability for any resulting loss.

ARTICLE 4 - CONDITIONS AND PRICE CHANGES

4.1. Payment will always be made within 14 days of the invoice date.

4.2. If the client has taken out a hosting subscription via The Online Scientist, payment will be made per agreed term, annually or half-yearly.

4.3. All stated prices for web hosting are exclusive of the current high VAT rate (currently 21%).

4.4. The Online Scientist may require the client to make a full or partial advance payment.

4.5. If the client remains in default after a written reminder, the client will be in default by operation of law. The client will then also owe the statutory commercial interest rate applicable at the time of default. The statutory commercial interest on the payable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.

4.6. In the event of default by the client, The Online Scientist will be entitled to suspend the use of the client's Account or the delivery of the products until the overdue payment has been paid.

4.7. All judicial and extrajudicial collection costs will be borne by the client.

4.8. If an order is cancelled in whole or in part, the work performed, plus any costs incurred, will be charged in full to the client and The Online Scientist's claims against the client will be immediately due and payable.

4.9. The client will never be entitled to set off the amount due to The Online Scientist. Objections against the amount of an invoice do not suspend the payment obligation. The client who does not have recourse to Article 6.5.3 (Articles 231 - 247 Book 6 Dutch Civil Code) is also not entitled to suspend the payment of an invoice for another reason.

4.10. No rights can be derived from the prices on the website.

4.11. The Online Scientist reserves the right to make price changes. These price changes will be announced at least one (1) calendar month in advance on the website of The Online Scientist and will be communicated by email to existing clients with an active Account.

4.12. The client will not introduce price changes with respect to natural persons within three months of the commencement date of the agreement.

ARTICLE 5 - TERM OF CONTRACT AND DELIVERY PERIODS

5.1. The agreement between The Online Scientist and the client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties agree otherwise in writing.

5.2. The agreement will be terminated as soon as the agreement has been executed and, in case of subscriptions, following a legally valid notice of termination and compliance with Article 10 paragraph 2.

5.3. Agreed time periods are not firm dates, unless agreed otherwise in writing.

5.4. If a term is exceeded, the client will first provide The Online Scientist with a written notice of default, granting The Online Scientist a reasonable time of time within which to execute the contract, failing which The Online Scientist accepts no liability for losses resulting directly from the delay. If there is a risk of the delivery time being exceeded, the parties will consult with each other on a new planning.

5.5. Exceeding a time period by The Online Scientist does not constitute grounds for termination (*ontbinding*) of the agreement by the client.

5.6. If the delay in delivery is caused by force majeure in accordance with Article 13 or by a cause attributable to the client, such as the provision of new specifications, supplementary information or a changed approach, the supplementary or modified activities will be regarded as additional work, as further described in Article 6 paragraph 3 of these general terms and conditions. The Online Scientist will in that case be entitled, in consultation with the client, to unilaterally determine a new delivery date.

5.7. In case of orders for which the date of delivery is exceeded due to the fault of the client, The Online Scientist reserves the right to charge the client an additional 10% of the amount agreed upon in the order confirmation. For orders with a delivery period of a maximum of 6 months, the minimum delay is 1 month. For assignments with a delivery period of more than 6 months, a minimum delay of 2 months applies.

ARTICLE 6 - EXECUTION OF THE AGREEMENT

6.1. All work is carried out by The Online Scientist to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This obligation has the character of a duty of best endeavours, so that results of the performed work cannot be guaranteed.

6.2. The client will in a timely fashion and in the desired form make all information provide The Online Scientist with all information that it deems necessary, or of which it should be clear to the client that it is important for the execution of the agreement. The client guarantees the accuracy and completeness of this information.

6.3. Changes in the execution of the agreement resulting from the provision of incorrect or incomplete information by the client will be regarded as additional work and will be charged as such at the rates applicable for additional work, as stated on the website of The Online Scientist (<https://www.theonlinescientist.com/pricing>).

6.4. The client will clearly indicate its design wishes and preferences prior to the execution of the contract for web design. In the absence of clear design instructions, The Online Scientist will create a design for a website on its own initiative. If the client during or after the execution of the agreement provides The Online Scientist with

deviating preferences or wishes, which had not been made known to The Online Scientist during the discussion(s) about the design prior to the execution of the agreement, and The Online Scientist therefore has additional work, the resulting costs will be charged in accordance with the previous paragraph.

6.5. The Online Scientist is entitled to engage third parties whenever it deems such necessary for the execution of the agreement.

6.6. The Online Scientist may suspend the execution of the activities belonging to a subsequent phase until the client has approved the results of the preceding phase in writing.

6.7. If it appears during the execution of the agreement that a change or supplements required for proper execution of the agreement, the parties will promptly enter into mutual consultation on modifying the agreement. The Online Scientist reserves the right to make changes to the price and period of execution in that case.

6.8. As a subject-matter expert, the client is obliged to check the provided texts and services for inaccuracies and mistakes and accepts the liability resulting from this. Article 12 applies mutatis mutandis.

6.9. After delivery of the products, the client has 14 days within which to report all visible and invisible errors and defects for which The Online Scientist is responsible, as agreed in the offer. These substantive, technical or design errors will be repaired free of charge within said period of 14 days. If these defects have not been reported within 14 days, the client accepts the product in its condition at the time of delivery ('as is') and The Online Scientist may charge additional work for any changes made thereto.

6.10. Any reference in this document to 'errors' or defects will be understood to mean substantial non-compliance with the functional or technical specifications expressly agreed between the parties in writing. An error is only deemed to exist if the client can prove it and if it is reproducible. The client will report any errors to The Online Scientist without delay.

6.11. The number of feedback rounds, also known as revision rounds, and their nature are set out in the original offer. Feedback and changes must be made in writing or by email and be complete. Each revision round offers a single opportunity to send a document to feedback. The Online Scientist may charge additional work in accordance with paragraph 3 of this article for (the processing of) feedback that falls outside these feedback rounds.

6.12. Without being in default as a result, The Online Scientist may refuse a request for amendment of the agreement by the client if The Online Scientist is of the opinion that this is not consistent with proper execution of the agreement.

6.13. If the client requests additional work from The Online Scientist after execution of the agreement, The Online Scientist will charge the client for this extra work at its usual rates - as published on its website <https://www.theonlinescientist.com> and/or in accordance with the quotation provided to the client.

ARTICLE 7 – DELIVERY (OF PRODUCTS)

7.1. An agreement to deliver a website, tool, e-learning module, design or text is deemed to have been completed after delivery of the agreed product.

7.2. The delivery and acceptance of a product takes place in accordance with Article 7:758 Dutch Civil Code.

7.3. The client and The Online Scientist confirm in writing that and when a product is regarded as delivered and accepted.

ARTICLE 8 - CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1. The Online Scientist and the client will only use the confidential information they receive under this Agreement for the purpose for which it is provided. Data will in any case be considered confidential if the client or The Online Scientist has designated it as such.

8.2. All rights of intellectual property and industrial property rights to the software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotations and preparatory material made available to the client on the basis of the agreement will be vested exclusively in The Online Scientist, its licensors or its suppliers and/or third parties who have made a creative contribution to the realisation of the works on behalf of The Online Scientist.

8.3. The client is not permitted to remove or modify any markings regarding the confidential nature or copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.

8.4. The client will with respect to the work delivered only acquire the rights of use that are expressly granted by the agreement, these terms and conditions and the law. Any other or more extensive right of the client to reproduce and publish the work is not permitted. The client may not transfer its right of use to third parties.

8.5. The Online Scientist will upon the delivery of original texts and designs designated as such and other works within the meaning of the Copyright Act grant an exclusive licence for the one-off publication right and exclusively for the agreed use. Republication in the agreed medium, publication in any other medium and any use other than agreed upon is not permitted without the express written consent of The Online Scientist. The Online Scientist may charge a fee for its permission.

8.6. Attribution is mandatory in case of copyright-protected works, unless The Online Scientist has major practical objections to this.

8.7. In the event of significant changes to the original provided text, which are indicated as such and are not approved by The Online Scientist, The Online Scientist may prohibit the use of its text on grounds of the Copyright Act. If this situation leads to the premature termination of the agreement, the client will reimburse the costs insofar as the agreement has been executed, as well as to provide compensation for that part of the assignment that has not yet been carried out.

8.8. Regarding copyright-protected work that is delivered to the government, the client will, upon publication, always make the copyright reservation as referred to in Article 15b of the Copyright Act. The application of this article covers both the publication by and on behalf of the government.

8.9. In the event of infringement of the copyright of original texts and designs indicated as such, the client will be liable for damages. Infringements of the copyright of The Online Scientist include:

- a) reuse of its work without permission;
- b) publication in any medium other than as agreed;
- c) damage to its work;
- d) publication without attribution.

8.10. The above provisions also apply to texts and drafts obtained by The Online Scientist from third parties.

8.11. The client acknowledges that the software is of a confidential nature and that it contains the business secrets of The Online Scientist, its supplier or the software producer.

ARTICLE 9 - PROTECTION OF PERSONAL AND OTHER DATA

9.1. Responsibility for the protection of the data processed using a service provided by The Online Scientist lies solely with the client, who will comply with the applicable laws and regulations regarding the online collection and processing of (personal) data. The client guarantees to The Online Scientist that the content, use and/or processing of the data is not unlawful and does not infringe any third-party rights.

9.2. If The Online Scientist deems this to be important for the execution of the agreement, the client will inform The Online Scientist immediately and in writing, upon request, of how the client implements its legal obligations regarding the protection of personal data.

9.3. The client will indemnify The Online Scientist against all claims of persons whose personal data have been registered or are being processed by the client in the context of the execution of the agreement or for which client is otherwise responsible by law.

9.4. If The Online Scientist is obliged under the agreement to provide a form of data security, such security will comply with the security specifications as agreed in writing between the parties. The Online Scientist never guarantees that the data security is effective under all circumstances.

ARTICLE 10 - TERMINATION, SUSPENSION, ONTBINDING AND PREMATURE CANCELLATION OF THE AGREEMENT

10.1. The client is responsible for terminating the Account in accordance with the terms and conditions agreed between the client and the registrar. Cancellation will be given by email to info@theonlinescientist.com, stating "Termination hosting" in the subject line of the email and the customer account ID and/or account name in the body of the email.

10.2. Termination of a subscription can take place after all outstanding claims of The Online Scientist against the client have been paid, up to a maximum of 30 days before the renewal date.

10.3. The Online Scientist is authorised to suspend the fulfilment of its obligations or to terminate (*ontbinden*) the agreement immediately and with immediate effect, if:

- a) the client fails to fulfil its obligations under the agreement;
- b) after conclusion of the agreement, The Online Scientist learns of circumstances that give cause to fear that the client will not fulfil its obligations;
- c) the client is requested at the time of conclusion of the agreement to provide security for the fulfilment of its obligations and requested security is not provided or is insufficient;
- d) delay on the part of the client means that it can no longer be required of The Online Scientist to execute the agreement under the conditions originally agreed;
- e) circumstances arise which are of such a nature that execution of the agreement (in its original form) cannot reasonably be required of The Online Scientist.

10.4. If the termination (*ontbinding*) is attributable to the client, The Online Scientist will be entitled to the compensation of damages, including costs, arising either directly or indirectly therefrom.

10.5. If the agreement is terminated, The Online Scientist's claims against the client are immediately due and payable. If The Online Scientist suspends the fulfilment of its obligations, it will retain its claims under the law and the agreement.

10.6. If The Online Scientist suspends or terminates (*ontbinden*) the agreement on the grounds referred to in this article, it will not be obliged under that heading to compensate any damages and costs resulting therefrom, while the client will pay compensation on grounds of attributable failure.

10.7. In the event of liquidation, of (application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the client, of debt rescheduling or any other circumstance as a result of which the client can no longer freely dispose of its assets, The Online Scientist is free to terminate the agreement immediately and with immediate effect, or to cancel the agreement, without any obligation on its part to pay any compensation for damages. In that case, The Online Scientist's claims against the client are immediately due and payable.

ARTICLE 11 - LIABILITY AND EXPIRY TERM

11.1. The Online Scientist accepts no liability for consequential or indirect loss. Any liability of The Online Scientist is limited to EUR 500.

11.2. All claims of the client will lapse twelve months after the work to which these claims relate has been carried out.

ARTICLE 12 - INDEMNIFICATION

12.1. The client indemnifies The Online Scientist against all third-party claims, including the costs of legal assistance, related to the execution of the agreement.

12.2. If The Online Scientist is held liable by third parties, the client will assist The Online Scientist both in and out of court and will immediately take all measures that may be expected of it in that case.

ARTICLE 13 - FORCE MAJEURE

13.1. The Online Scientist accepts no liability in case of force majeure and is not obliged to fulfil any obligation towards the client if it is hindered due to force majeure.

13.2. Alongside the meaning given thereto in the law and case law, force majeure within the context of these general terms and conditions is understood as all external causes, foreseen or not foreseen, on which The Online Scientist cannot exert any influence, but as a result of which The Online Scientist is unable to fulfil its obligations. Force majeure includes in any event: illness of The Online Scientist personnel, war or similar situations, riots, terrorism, industrial action, strike, occupation, blockade, failure of The Online Scientist suppliers, government measures such as a transport ban, natural disasters, bad weather, lightning strikes, fire, company and technical failures within the office of The Online Scientist, as well as the non-functioning or downtime of websites hosted by The Online Scientist via the external provider. The Online Scientist is also entitled to invoke force majeure if the circumstance preventing (further) (remote) execution of the agreement occur after The Online Scientist should have fulfilled its obligation.

13.2. The Online Scientist is entitled in the event of force majeure to suspend the obligations arising from the agreement free of charge during the period of force majeure.

ARTICLE 14 - OTHER CONDITIONS

14.1. The Online Scientist endeavours to perform the maintenance of its services as much as possible within set maintenance times between 22:00 and 00:00 hours. The Online Scientist nevertheless reserves the right to perform emergency maintenance at deviating times.

14.2. The client will not use the services of The Online Scientist for posting or sending unsolicited content/email (spam), or misleading consumers, fraude or other cases of internet crime.

14.3. If The Online Scientist discovers that a WordPress site of the client on the platform of The Online Scientist has been hacked (including: victim of malware, virus, spam, deface, DDOS), The Online Scientist reserves the right to take appropriate measures, including, but not limited to, de-installing the relevant WordPress installation, de-installing plugins or disconnecting domain names, in order to further spread on and/or damage to the platform of The Online Scientist. The Online Scientist will subsequently inform the client about the measures taken. The client will compensate The Online Scientist for the costs of the measures taken by The Online Scientist.

ARTICLE 15 - FINAL PROVISION AND APPLICABLE LAW

15.1. All agreements and legal relationships between The Online Scientist and the client are governed by Dutch law.

15.2. All disputes between the client and The Online Scientist will be submitted to the competent court in Amsterdam, without prejudice to the right of The Online Scientist to submit a dispute to any other competent court.

2 January 2021

DATA PROCESSING AGREEMENT

This data processing agreement is applicable to all processing of personal data to be undertaken by THE ONLINE SCIENTIST, registered with the Chamber of Commerce under number 54993792, (hereinafter: Processor) for the benefit of another party to whom it provides services (hereinafter: Controller).

ARTICLE 1. PURPOSES OF PROCESSING

1.1. Processor hereby agrees under the terms of this Data Processing Agreement to process personal data on behalf of the Controller. Processing shall be done solely for the purpose of facilitating orders and payments for products or services of Controller, storing data in the 'cloud' for the benefit of Controller, and associated online services, providing Public Relations and marketing activities for Controller, the transmission of newsletters for Controller, managing the customer administration of Controller, and all purposes compatible therewith or as determined jointly.

1.2. The personal data to be processed by Processor for the purposes as set out in the previous clause and the categories of data subjects involved are set out in Appendix 1 to this Data Processing Agreement. Processor shall not process the personal data for any other purpose unless with Controller's consent. Controller shall inform Processor of any processing purposes to the extent not already mentioned in this Data Processing Agreement. Processor however is permitted to use personal data for quality assurance purposes, including surveys to data subjects and statistical research purposes regarding the quality of Processor's services.

1.3. All personal data processed on behalf of Controller shall remain the property of Controller and/or the data subjects in question.

ARTICLE 2. PROCESSOR OBLIGATIONS

2.1. Regarding the processing operations referred to in the previous clause, Processor shall comply with all applicable legislation, including at least all data processing legislation such as the Dutch Data Protection Act.

2.2. Upon first request Processor shall inform Controller about any measures taken to comply with its obligations under this Data Processing Agreement.

2.3. All obligations for Processor under this Data Processing Agreement shall apply equally to any persons processing personal data under the supervision of Processor, including but not limited to employees in the

broadest sense of the term.

2.4. Processor shall inform Controller without delay if in its opinion an instruction of Controller would violate the legislation referred to in the first clause of this article.

2.5. Processor shall provide reasonable assistance to Controller in the context of any privacy impact assessments to be made by Controller.

ARTICLE 3. TRANSFER OF PERSONAL DATA

3.1. Processor may process the personal data in any country within the European Union.

3.2. In addition Processor may transfer the personal data to a country outside the European Union, provided that country ensures an adequate level of protection of personal data and complies with other obligations imposed on it under this Data Processing Agreement and the Dutch Data Protection Act, including the availability of appropriate safeguards and enforceable data subject rights and effective legal remedies for data subjects.

3.3. Processor shall report to Controller of the countries involved. Processor warrants that, considering the circumstances that apply to the transfer of personal data or any category of transfers, the country or countries outside the European Union have an adequate level of protection.

3.4. In particular Processor shall take into account the duration of the processing, the country of origin and the country of destination, the general and sector-based rules of law in the country of destination and the professional rules and security measures which are complied with in that country.

ARTICLE 4. ALLOCATION OF RESPONSIBILITIES

4.1. The authorised processing operations shall be performed by employees of Processor within an automated environment.

4.2. Processor is solely responsible for the processing of personal data under this Data Processing Agreement in accordance with the instructions of Controller and under the explicit supervision of Controller. For any other processing of personal data, including but not limited to any collection of personal data by Controller, processing for purposes not reported to Processor, processing by third parties and/or for other purposes, the Processor does not accept any responsibility.

4.3. Controller represents and warrants that the content, usage and instructions to process the personal data as meant in this Data Processing Agreement are lawful and do not violate any right of any third party.

ARTICLE 5. INVOLVEMENT OF SUB-PROCESSORS

5.1. Processor shall involve third parties in the processing under this Data Processing Agreement on the condition that such parties are reported in advance to the Controller; Controller may object to a specific third party if its involvement would reasonably be unacceptable to it.

5.2. In any event, Processor shall ensure that any third parties are bound to at least the same obligations as agreed between Controller and Processor. Controller has the right to inspect the agreements containing such obligations.

5.3. Processor represents and warrants that these third parties shall comply with the obligations under this Data Processing Agreement and is liable for any damages caused by violations by these third parties as if it committed the violation itself.

ARTICLE 6. SECURITY

6.1. Processor shall use reasonable efforts to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processing operations involved, against loss or unlawful processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed).

6.2. Processor does not warrant that the security is effective under all circumstances. If any security measure explicitly agreed in this Data Processing Agreement is missing, then Processor shall use best efforts to ensure a level of security appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

6.3. Controller shall only provide personal data to Processor for processing if it has ensured that the required security measures have been taken. Controller is responsible for the parties' compliance with these security measures.

ARTICLE 7. NOTIFICATION AND COMMUNICATION OF DATA BREACHES

7.1. Controller is responsible at all times for notification of any security breaches and/or personal data breaches (which are understood as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) to the competent supervisory authority, and for communication of the same to data subjects. In order to enable Controller to comply with this legal requirement, Processor shall notify Controller within 48 hours after becoming aware of an actual or threatened security or personal data breach.

7.2. A notification under the previous clause shall be made at all times, but only for actual breaches.

7.3. The notification shall include at least the fact that a breach has occurred. In addition, the notification shall:

- a) describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- b) describe the likely consequences of the personal data breach;
- c) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

ARTICLE 8. PROCESSING REQUESTS FROM DATA SUBJECTS

8.1. In the event a data subject makes a request to exercise his or her legal rights under data protection legislation to Controller, Processor shall pass on such request to Controller, and Controller shall process the request. Processor may inform the data subject of this passing on.

ARTICLE 9. CONFIDENTIALITY OBLIGATIONS

9.1. All personal data that Processor receives from Controller and/or collects itself is subject to strict obligations of confidentiality towards third parties. Processor shall not use this information for any goals other than for which it was obtained, not even if the information has been converted into a form that is no longer related to an identified or identifiable natural person.

9.2. The confidentiality obligation shall not apply to the extent Controller has granted explicit permission to provide the information to third parties, the provision to third parties is reasonably necessary considering the nature of the assignment to Controller or the provision is legally required.

ARTICLE 10. AUDIT

10.1. Controller has the right to have audits performed on Processor by an independent third party bound by confidentiality obligations to verify compliance with the Data Processing Agreement, and all issues reasonably connected thereto.

10.2. This audit may be performed in case a substantiated allegation of misuse of personal data has arisen.

10.3. Processor shall give its full cooperation to the audit and shall make available employees and all reasonably relevant information, including supporting data such as system logs.

10.4. The audit findings shall be assessed by the parties in joint consultation and may or may not be implemented by either party or jointly.

10.5. The costs of the audit shall be borne by Controller.

ARTICLE 11. LIABILITY AND CONTRACTUAL FINE

11.1. The liability of Processor for any damages as a result of a reputable failure to comply with this Data Processing Agreement, unlawful acts or otherwise, is excluded. To the extent such liability cannot be excluded, it is limited to direct damages per event (a sequence of successive events counting as one event), up to the amount received by Controller for all activities under this Data Processing Agreement for the month prior to the event. Any liability of Processor for direct damages shall in any event never be more than € 1.000,00.

11.2. Direct damages shall include only:

- a) damages to physical objects;
- b) reasonable and proven costs to cause Processor to regain compliance with this Data Processing Agreement;
- c) reasonable costs to assess the cause and extent of the direct damage as meant in this article; and
- d) reasonable and proven costs that Controller has incurred to limit the direct damages as meant in this article.

11.3. Any liability for indirect damages by Processor for indirect damages is excluded. Indirect damages are all damages that are not direct damages, and thus including but not limited to consequential damages, lost profits, missed savings, reductions in goodwill, standstill damages, failure to meet marketing requirements, damages as a result of using data prescribed by Controller, or loss, corruption or destruction of data.

11.4. No limitation of liability shall exist if and to the extent the damages are a result of intentional misconduct or gross negligence on the part of Processor or its directors.

11.5. Unless a failure by Processor is incapable of redress, any liability shall exist only if Controller puts Processor on notice of default, including a reasonable term for addressing the failure, and Processor fails to comply even after this term. The notice shall contain a detailed description of the failure to ensure that Processor has a reasonable opportunity to address the failure.

11.6. Any claim for damages from Controller to Processor that is not specifically notified in detail shall be extinguished by the passage of twelve (12) months after the date its cause first arose. 11.7. Processor shall maintain adequate professional liability insurance for any liability under this article. The insurance policy shall be made available upon request.

11.8. In case of a violation of the Data Processing Agreement Processor shall pay to Controller a contractual fine of € 500,00 per violation and € 0,00 per day such violation continues. This fine is notwithstanding the right to demand compensation for actual damages.

ARTICLE 12. TERM AND TERMINATION

12.1. This Data Processing Agreement enters into force upon signature by the parties and on the date of the last signature.

12.2. This Data Processing Agreement is entered into for the duration of the cooperation between the parties.

12.3. Upon termination of the Data Processing Agreement, regardless of reason or manner, Processor shall - at the choice of Controller - return in original format or destroy all personal data available to it.

12.4. Processor is entitled to amend this Data Processing Agreement from time to time. Processor shall notify the Controller of amendments at least three months prior to their taking effect. Controller may terminate if the amendments are unacceptable to it.

ARTICLE 13. APPLICABLE LAW AND COMPETENT VENUE

13.1. This Data Processing Agreement and its execution are subject to Dutch law.

13.2. Any disputes that may arise between the parties in connection with this Data Processing Agreement shall be brought to the competent court for the place of business of Processor.

APPENDIX 1: STIPULATION OF PERSONAL DATA AND DATA SUBJECTS

Personal data

Processor may process the below personal data under the supervision of Controller, as specified in article 1 of the Data Processing Agreement:

- a) Names and addresses
- b) Telephone numbers
- c) E-mail addresses
- d) IP addresses
- e) Bank accounts
- f) Social media accounts
- g) (Portrait) photos

Of the following categories of data subjects:

- a) Customers
- b) Personnel
- c) Suppliers
- d) Account holders
- e) Website visitors
- f) Leads and potential customers
- g) Members

Controller represents and warrants that the description of personal data and categories of data subjects in this Appendix 1 is complete and accurate, and shall indemnify and hold harmless Process for all faults and claims that may arise from a violation of this representation and warranty.