General terms and conditions Leadcube

Version AV2024-2.1

1. Definitions

1.1. Capitalized terms and definitions in the Agreement shall have the meanings given to them below.

    a. **Offer**: any offer (regardless of form) made by Leadcube in the context of providing services, including, but not limited to, an offer in the form of a quotation or a general offer that is made online and can be accepted there.

    b. **Account**: a combination of a login name and password for the Buyer's or End User's personal account with which he or she gains access to the Platform.

    c. **Customer**: the natural or legal person with whom Leadcube has entered into an Agreement.

    d. **Management Users**: the natural person who manages the Platform for Buyer on behalf of Buyer.

    e. **General Terms and Conditions**: the present general terms and conditions.

    f. **End User**: the natural person who visits Buyer's website and uses the Platform.

    g. **Leadcube**: the company Lightcube B.V., located at Vossenstraat 6 in Arnhem and registered with the Chamber of Commerce under number 80509630.

    h. **Intellectual Property Rights**: all intellectual property and related rights, including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how.

    i. **Office Hours**: the hours on a Business Day between 09:00 to 17:00 (Dutch time).

    j. **License**: a limited right of use for the Buyer to use the Platform.

    k. **Limit**: a maximum number of times a Package can be used

    l. **Package:** An End User of Buyer using the additional paid functionality offered by the Platform with or without a Limit.

    m. **Agreement**: the agreement established after acceptance of an Offer by the Buyer, of which these General Terms and Conditions form an inseparable part and on the basis of which Leadcube will provide services to the Buyer.

    n. **Party** means a party to the Agreement.

    o. **Platform**: the platform that is accessible online through leadcube.io and can be accessed by logging into an Account.

    p. **In Writing**: on paper as well as in electronic form (e.g. via the Platform) provided that the identity of the sender and integrity of the message have been sufficiently established. Where the term In Writing is used in the context of notice of default and dissolution of the Agreement, with respect to the Buyer it shall mean exclusively on paper.

    q. **Confidential Information** means any non-public information related to one or both Parties that a Party indicates is confidential, or that, by its nature or under the circumstances under which disclosure occurs, should be treated as confidential or is marked as confidential.

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r. **Business Day**: Monday through Friday, with the exception of holidays recognised under the Dutch General Holidays Act and those days for which Leadcube has indicated in advance, via its website or e-mail or otherwise, that it will be closed.

s. **Lead:**

   a. A "lead" is defined as any interaction initiated by a End User that indicates potential interest in your products or services. The following types of interactions are classified as leads:

      i. Form: A lead is generated when a End User successfully completes and submits a form provided through our platform. Each successful submission is counted as a lead and deducted from your lead limit.

      ii. Direct Call: A lead is generated when a End User clicks on a phone number link provided through our platform to initiate a call. Each direct call click is counted as a lead and deducted from your lead limit.

      iii. CTA Button: These interactions are classified as free leads. They do not count towards your lead limit.

      iv. WhatsApp: A lead is generated when a End User clicks the send button provided through our platform to initiate a message in WhatsApp. This is counted as a lead and deducted from your lead limit. Note that we do not have control over the End User's actions within WhatsApp and cannot guarantee whether the message is actually sent.

      v. FAQ: These interactions are classified as free leads. They do not count towards your lead limit.

   b. Important Notes

      i. The classification of a lead is determined based on the above criteria. However, we reserve the right to make adjustments or reclassifications at our discretion in the event of any disputes.

      ii. All interactions classified as leads are final and will be deducted from your lead limit where applicable, unless otherwise determined by us.

      iii. Free leads do not impact your lead limit.

      iv. We maintain full discretion and control over the final interpretation and handling of any leads or interactions, including but not limited to situations where exceptions, disputes, or ambiguities may arise.

2.   Applicability and ranking

2.1. The General Terms and Conditions shall apply to any Offer by Leadcube and the execution of (future) Agreements.

2.2. The applicability of any purchase or other conditions of the Buyer is expressly excluded. Such conditions are only applicable if accepted by Leadcube through signature.

2.3. In case of mutual conflict between the applicable documents, provisions and definitions included in the various sections of the Agreement, the following order of precedence shall apply, with the previously mentioned document taking precedence over the later:

   2.3.1. Offer

2.3.2. any annexes to the Agreement

2.3.3. the Terms and Conditions

2.3.4. Any purchasing or other terms and conditions of the Buyer signed by Leadcube.

3. Formation of Agreement

3.1. Any offer made in the form of a quotation by Leadcube is entirely without obligation and valid for a period of thirty (30) days from its date, unless a different period of validity is stated on the quotation. In the absence of a date, the aforementioned period commences on the day Leadcube sent the offer to the Buyer.

3.2. The Agreement is established by acceptance of an Offer by the Buyer.

3.3. An Agreement is also established by creating an Account on Leadcube's Platform.

3.4. Leadcube is only bound by an acceptance of an Offer made by the Buyer, whether or not on minor points, which deviates, if Leadcube expressly accepts the deviating acceptance In Writing. The foregoing is without prejudice to the provisions of Article2.2 .

3.5. All prices in each offer are subject to programming and typing errors. If a price in an Offer is based on data provided by the Buyer and these data prove to be incorrect, Leadcube is entitled to adjust the prices accordingly, even after the Agreement has already been concluded .

3.6. The applicability of Article 6:227b (1) and 6:227c of the Civil Code is excluded.

4. Execution of the Agreement

4.1. After the establishment of the Agreement, Leadcube shall make every effort to start executing the Agreement as soon as possible and shall observe the care of a good contractor. (Delivery) deadlines communicated by Leadcube or agreed between the Parties are indicative and shall never be regarded as deadlines.

4.2. The Buyer shall provide Leadcube with all support necessary and desirable to enable the proper execution of the Agreement. In any case, the Buyer shall provide Leadcube with all information which Leadcube indicates is necessary, or which the Buyer should reasonably understand is necessary for the correct execution of the Agreement. Leadcube has the right, but not the obligation, to check this information for accuracy and completeness.

4.3. If the Buyer does not provide the cooperation described above, or if it appears that the information provided by the Buyer is incorrect or incomplete, Leadcube is entitled to suspend the Agreement until the Buyer has still provided the requested cooperation or the necessary information. Any fees paid periodically by the Customer shall remain due during this period.

4.4. Leadcube is entitled to engage third parties in the execution of the Agreement. Any related costs shall only be borne by the Buyer if the Parties have agreed to this.

5. Access and use of the Platform

5.1. In order to access the Platform, the Buyer needs a License. A License gives the Buyer the non-exclusive right to use the Platform as an online service (Software-as-a-Service) for the duration of the License and exclusively for the use intended under the Agreement.

5.2. The License may only be used for own purposes within the Buyer's own organization. Licenses may not and, from a property law perspective, cannot be transferred to third parties, except with Leadcube's express written consent.

5.3. Unless otherwise agreed in Writing the following applies:

5.3.1. a License commences on the day that Leadcube provides access to the Platform to the Buyer (e.g., through the provision of login credentials for an Account and/or notification that the Buyer can start creating its own Account);

5.3.2. a License has a minimum term of one (1) month;

5.3.3. after the expiration of the agreed term of the License, the License is automatically and tacitly renewed for the same periods each time;

5.3.4. a License may be terminated in Writing by either Party towards the end of the then current period by giving one month's notice (thereby avoiding any tacit renewal).

5.4. In addition to Licenses, Customer may choose to use Packages for which a fee is charged.

5.5. The Agreement as well as Licenses issued thereunder cannot be terminated prematurely by the Buyer, except with the Written consent of Leadcube. Article 7:408 paragraph 1 of the Dutch Civil Code does not apply to the Agreement.

5.6. Upon termination of the License, Leadcube will terminate access to the Platform and be entitled to delete all Customer-related data present within the Platform, unless otherwise agreed.

5.7. For each License, Leadcube will provide the Buyer with login details for an (administrator) Account, or offer the Buyer the opportunity to create an Account independently. If agreed, the Customer may use its Account to create sub-Accounts for other Management Users. The same conditions apply to such sub-Accounts as to ordinary Accounts.

5.8. An Account is strictly personal and may not be shared with third parties. Login data must be kept secret at all times. The Customer is required to use a sufficiently strong password for each Account, and to change any default password provided by Leadcube without delay.

5.9. Leadcube is not responsible for misuse of Accounts and may assume that the person logging into an Account is in fact an Authorized Management User on behalf of the Buyer. Leadcube may trust that all actions performed from an Account are performed under the direction, supervision and with the approval of the Buyer.

5.10. Unless otherwise agreed, the Customer is responsible for user management, granting or revoking rights and creating or deleting Accounts - all to the extent that these capabilities are included under the Agreement.

5.11. If login details of an Account are (presumably) lost or leaked, the Customer will immediately take all measures that are reasonably necessary, desirable and possible to prevent misuse of the Account. These measures may include, for example, changing the associated password. In any case, the Customer will immediately report this to Leadcube, so that any additional measures can be taken to prevent abuse of the Account.

6.   Usage Rules

6.1. The Customer is not permitted to use or deploy the services provided under the Agreement, in particular the Platform, in violation of applicable laws or regulations or the Agreement.

6.2. The Customer is not permitted to offer or distribute through the Platform any materials that are unlawful in nature, infringe third-party rights such as Intellectual Property Rights, or are defamatory, insulting, discriminatory or hateful, constitute a violation of the privacy of third parties, including in any case but not limited to the distribution of personal data of third parties without permission or necessity.

6.3. The Buyer shall refrain from hindering other Leadcube customers, including other users of the Platform, or other internet users in general, or causing damage to systems or networks of (the suppliers of) Leadcube. If, in the opinion of Leadcube, the actions of the Buyer

cause hindrance, damage or other danger to the functioning of the systems or networks of Leadcube, in particular as a result of the excessive sending of data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans or similar software, Leadcube is entitled to take all measures it reasonably deems necessary to avert or prevent this danger.

6.4. If a third party informs Leadcube that, via the systems which are part of the delivered services, materials or other information is stored or distributed by or on behalf of the Buyer which, according to that third party, infringes the rights of that third party or otherwise constitutes an unlawful act, Leadcube shall notify the Buyer of the notification in question. The Buyer must then, as soon as possible, but no later than forty-eight (48) hours, provide a reasoned Written response aimed at refuting the report or complaint, after which Leadcube will independently decide what measures will be taken. Measures may include permanent removal of, or restricting access to, the materials or information to which the complaint relates. In cases which in Leadcube's judgment are urgent, Leadcube may take immediate action without having to notify the Buyer in advance. However, Leadcube will then still endeavour to inform the Buyer as soon as possible afterwards about the measures taken and the reason for them.

6.5. Customer is responsible for implementing the code on Customer's website.

6.6. Customer is solely responsible for the End Users of the Platform.

6.7. Customer is not permitted to request certain data through Leadcube's system, including:
- Payment Data
- Credit card data
- Personal photos

7. Opinions

7.1. Leadcube may, if so instructed, prepare an advice, plan of action, design, report, planning and/or reporting for the provision of services. The content thereof is not binding and only advisory in nature, but Leadcube will observe its duty of care. The Customer decides on its own responsibility whether to follow the advice.

7.2. The Buyer is at Leadcube's first request to review proposals provided by it. If Leadcube is delayed in its work because the Buyer fails to provide an assessment, or does not provide an assessment in a timely manner, of a proposal made by Leadcube, the Buyer shall at all times be responsible for the consequences arising from this, such as delay.

7.3. The nature of the services implies that the outcome is at all times dependent on external factors that may influence Leadcube's reports and advice, such as the quality, accuracy and timely delivery of required information and data from the Buyer and its employees. The Customer is responsible for the quality and for the timely and correct delivery of the required data and information.

7.4. The Customer shall notify Leadcube in writing prior to the commencement of the work of all circumstances that are or may be relevant including any items and priorities for which the Customer wishes attention.

8. Maintenance

8.1. Leadcube reserves the right to take the Platform out of use temporarily for maintenance purposes. Leadcube will make every effort to have such an out-of-use event take place outside of Office Hours as much as possible, and will notify the Customer of the planned out-of-use event in a timely manner in advance. In the event that Leadcube is of the opinion that putting the Platform out of operation - whether or not during Office Hours - is necessary for its safe operation, it is entitled to put the Platform out of operation immediately without prior notice to the Buyer so that Leadcube can and will take

appropriate measures as soon as possible. Leadcube shall never be obliged to pay any compensation to the Buyer due to decommissioning as referred to in this paragraph.

8.2. Leadcube has the right to modify the Platform from time to time, including to improve functionality and to correct errors, or to discontinue offering aspects of a Platform. If the foregoing results in a significant reduction in functionality, Leadcube will notify the Customer In Writing or via the Platform prior to implementation of the change. Because the Platform is provided to multiple Customers, it is not possible to waive a particular modification for the Customer alone. If a modification leads to the loss of a functionality that is essential to the Customer, the Customer acquires the right to terminate the Agreement In Writing by the time the modification comes into effect, provided that the Customer has previously notified Leadcube In Writing of its intention to make use of this termination right.

9.   Availability of the Platform

9.1. Leadcube will endeavour to provide uninterrupted availability (7 days a week, 24 hours a day) of the Platform.

9.2. Leadcube will make every effort to inform the Customer of the nature and expected duration of the interruption in the event that the Platform is unavailable, due to outages, maintenance or other causes.

10.   Support

10.1. Only if agreed, Leadcube shall be obliged to provide the Buyer and its End Users with remote support via a helpdesk in the context of the use of the Platform. Any form of support will be provided via the means of communication deployed by Leadcube for this purpose, which may change from time to time. Leadcube will make every effort to handle any requests adequately and within a reasonable period of time.

10.2. Leadcube may place reasonable restrictions on the use of the forms of support offered. In addition, Leadcube is free at any time to further determine and/or change the availability and response times of the helpdesk.

11.   Reimbursement

11.1. Unless specifically stated otherwise, all prices quoted by Leadcube are in Euros and exclusive of sales tax and other government levies.

11.2. Leadcube is entitled to change the rates it charges:

a. indexed once a year in accordance with the most applicable service price index (DPI) of the CBS, provided that Leadcube notifies the Customer In Writing at least one (1) month before the rate change takes effect;

b. interim change if the rates of its suppliers of, for example, power, data center, software and (public) cloud solutions reasonably warrant it, provided that Leadcube notifies the Customer In Writing at least one (1) month prior to the effective date of the rate change;

c. change on an interim basis, including at any renewal time of a License, regardless of the reason, provided that Leadcube notifies the Customer In Writing at least one (1) month before the rate change takes effect.

12.   Billing and payment

12.1. The fee for Licenses and Packages (as applicable) will be charged at the time and prior to the effective date of the License, as well as prior to any time the License is renewed, unless otherwise agreed upon.

12.2. Leadcube will invoice the Buyer for all amounts due, with the right to invoice electronically.

12.3. All invoices issued by Leadcube are subject to a payment term of fourteen (14) days from the invoice date, unless otherwise agreed in Writing.

12.4. If the Customer objects to the amount of an invoice, this does not suspend its payment obligation, but the Parties will consult to reach an amicable solution.

12.5. In the absence of payment, the Buyer is legally in default from the due date of the invoice, without prior notice of default being required. Leadcube is then entitled to charge the Buyer the entire amount due, as well as interest calculated from the due date on the amount due at 1.0% per month, or, if higher, the statutory commercial interest.

12.6. Without prejudice to the above, all costs associated with the collection of outstanding debts, both judicial and extrajudicial (including the costs of lawyers, bailiffs and collection agencies), shall be borne by the Buyer. Leadcube is in any case entitled to charge an amount for extrajudicial costs of 15% of the outstanding amount, with a minimum of two hundred and fifty euros, immediately, i.e. if desired with the first (voluntary) reminder.

12.7. Leadcube is entitled to suspend the Agreement if (i) the Buyer fails to pay an invoice within the due date, or payment is still not made after (voluntary) demand by Leadcube, (ii) there is a deterioration in the solvency of the Buyer which gives reasonable cause to doubt the payment ability and creditworthiness of the Buyer. During suspension, the Buyer shall continue to owe any (periodic) amounts due.

12.8. In the event of non-payment, Leadcube is also entitled to deactivate Packages until Buyer has again paid the fee.

12.9. The Buyer is not entitled to suspend, offset or deduct any payment obligation owed to the Buyer from any claim against Leadcube on any account.

13. Intellectual Property Rights

13.1. All Intellectual Property Rights to the services provided, including the Platform, documentation and other materials belong exclusively to Leadcube or its licensors. The Buyer only acquires a limited, non-transferable right of use for the agreed upon specified duration under application of the powers and other restrictions set forth in the Agreement.

13.2. All data that the Buyer adds to the Platform during its use of the Platform, or has Leadcube add to it, shall remain the property of the Buyer or its licensors. Leadcube will not assert any ownership rights to this data. With regard to this data, the Buyer grants Leadcube a limited right of use to use the data in question to the extent reasonably necessary for the execution of the Agreement, as well as a right of use for an indefinite period of time to use the data to improve the services provided, or to be provided in the future, by Leadcube.

14. Liability

14.1. Leadcube's liability for an attributable failure in the fulfilment of its obligations under the Agreement, in tort and/or for any other reason, is limited per event (whereby a series of related events is considered as one event) to what the Buyer owes over a period of one (1) month prior to the event causing damage (excluding VAT). In no event shall Leadcube's total liability for damage, for whatever reason, on a calendar year basis exceed the stipulated fixed compensation for the calendar year in question.

14.2. The limitation of liability referred to in the preceding paragraph expressly also applies to warranties provided by Leadcube in the Agreement or otherwise.

14.3. Any limitation of liability included in the Agreement shall lapse if and insofar as the damage is the result of intentional or deliberate recklessness of Leadcube's management.

14.4. The liability of Leadcube due to an attributable failure in the fulfilment of an Agreement only arises if the Buyer immediately and properly gives Leadcube notice of default in Writing, setting a reasonable period to remedy the failure, and Leadcube continues to fail attributably in the fulfilment of its obligations even after that period. The notice of default must contain as detailed a description as possible of the failure, so that Leadcube is able to respond adequately. Any claim for compensation by the Buyer expires by the mere expiry of six months after the claim arose.

14.5. The content of the advice provided by Leadcube or Platform is not binding and is only advisory in nature. The Buyer itself and on its own responsibility decides whether to follow the proposals and advice of Leadcube mentioned herein. All consequences arising from following the advice are at the expense and risk of the Buyer. The Buyer is at all times free to make its own choices which deviate from the advice provided by Leadcube. Leadcube is not obliged to any form of refund if this is the case.

15. Indemnity and accuracy of information

15.1. The Buyer itself is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in whatever form, that it provides to Leadcube in the context of an Agreement, as well as for data obtained from third parties and provided to Leadcube for the execution of the Service.

15.2. The Buyer indemnifies Leadcube from any liability as a result of the failure to fulfil the obligations regarding the timely provision of all accurate, reliable and complete data, information, documents and/or records.

15.3. The Buyer indemnifies Leadcube for all claims by the Buyer and third parties engaged by it or working under it, as well as by customers of the Buyer, based on the failure to obtain (on time) any subsidies and/or permissions required in the context of the execution of the Agreement.

15.4. The Buyer indemnifies Leadcube for all claims of third parties arising from the work done for the Buyer, including but not limited to intellectual property rights on the data and information provided by the Buyer which can be used in the execution of the Agreement and/or the acts or omissions of the Buyer towards third parties.

15.5. If the Buyer provides Leadcube with electronic files, software or information carriers, the Buyer guarantees that they are free of viruses and defects.

16. Force majeure

16.1. Neither Party can be held to fulfil any obligation if a circumstance beyond the control of the Parties (force majeure), which could not or should not already have been foreseen at the conclusion of the Contract, nullifies any reasonable possibility of performance. Force majeure includes (but is not limited to):

   a. failures of public infrastructure that is normally available to Leadcube, and on which the provision of the Services (such as the Platform) depends, but over which Leadcube cannot exercise actual power or demand performance;

   b. failures caused by malicious software, network attacks such as (D)DOS attacks or successful or unsuccessful attempts to bypass network security or system security;

   c. shortcomings of Leadcube's suppliers, which Leadcube could not foresee and for which Leadcube cannot hold its supplier liable, for example because the supplier in question was (also) subject to force majeure;

   d. domestic disturbances, mobilisation, pandemics, war, terror, strikes, fire and floods;

  e. defectiveness of items, equipment, or other material the Customer has prescribed the use of; and

  f. long-term unavailability of employees of Leadcube or third parties engaged by it due to illness.

16.2. If a force majeure situation has lasted for more than ninety (90) days, each of the Parties has the right to terminate the Agreement, without any obligation to pay damages or undo.

17. Promotion

17.1. Leadcube is permitted, during the term and after expiration of the Agreement, for promotional purposes in the materials and channels used by Leadcube (such as its website) to describe the customer case relating to the services provided by Leadcube to the Buyer, whereby use may be made of the trade name, logo and word mark of the Buyer for illustrative purposes. If the Buyer objects to the manner in which Leadcube has used the aforementioned right, the Buyer may notify Leadcube of this in writing. Leadcube will reasonably consider the objection and make adjustments where appropriate.

18. Modification of the Agreement

18.1. If the Buyer desires an amendment to the Agreement, the Buyer may submit a request to Leadcube for such an amendment. Such amendments are only applicable if they are expressly accepted In Writing by Leadcube.

18.2. Leadcube reserves the right to modify or supplement the General Terms and Conditions, including with respect to pre-existing Agreements.

18.3. Changes of minor importance, changes pursuant to law and changes for the benefit of the Customer, may be made at any time with immediate effect and do not require notice to the Customer.

19. Duration and end of the Agreement

19.1. Unless the Agreement provides otherwise, the following applies:

  19.1.1. the term of the License(s) is set forth in the Agreement;

  19.1.2. the Agreement cannot be terminated prematurely by the Customer unless the Agreement expressly provides for it;

  19.1.3. Article 7:408 (1) of the Civil Code does not apply to the Agreement ;

  19.1.4. termination by the Customer shall never result in the lapse of any obligation to pay any (License) fees or Consumption Fees already due, nor any obligation to refund any (License) fees or Consumption Fees already paid;

  19.1.5. if the Buyer no compensation to Leadcube under the Agreement, Leadcube is entitled to terminate the Agreement at any time and with immediate effect without requiring any prior notice to the Buyer.

19.2. Leadcube may suspend, dissolve or terminate the Agreement at any time without notice of default being required if (i) the Buyer has been declared bankrupt or has itself filed for bankruptcy, (ii) the Buyer has been granted a moratorium, (iii) the Buyer's business has been or is being dissolved or liquidated, (iv) all or part of the Buyer's assets have been seized.

19.3. If, at the time of dissolution of the Agreement, the Parties have already performed or received performances in execution thereof, these performances and related payment obligations shall not be subject to cancellation. Article 6:271 et seq. of the Civil Code shall not apply to the Agreement.

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20.   Complaints

20.1. If the Buyer is not satisfied with Leadcube's service or otherwise has complaints about the execution of its order, the Buyer is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported verbally or in writing via info@leadcub.io with the subject "Complaint".

20.2. The complaint must be sufficiently substantiated and/or explained by the Customer for Leadcube to be able to handle the complaint.

20.3. Leadcube will respond substantively to the complaint as soon as possible, but no later than 20 calendar days after receipt of the complaint.

20.4. The parties will try to reach a solution jointly.

21.   Final Provisions

21.1. The Agreement is governed by Dutch law.

21.2. All disputes arising from or related to the Agreement shall be brought exclusively before the competent court in the district where Leadcube is located, unless otherwise required by the rules of mandatory law.

21.3. Leadcube is entitled to transfer all or part of the Agreement to a group company as referred to in Article 2:24b of the Dutch Civil Code, or to a third party that takes over the relevant business activity or activities of Leadcube, without any further consent or cooperation of the Buyer being required.

21.4. The version of communications, measurements, or other information received or stored by Leadcube shall be deemed to be accurate, subject to evidence to the contrary to be provided by the Buyer.

21.5. If any provision of the Agreement proves to be void or voidable or for any other reason invalid in whole or in part, the other provisions of the Agreement shall remain in full force and effect. Leadcube will replace the invalid provision with a provision which is valid and whose legal effect, given the content and scope of the Agreement, corresponds as closely as possible to that of the invalid provision.

Processor Agreement

Parties:

1. Leadcube, hereinafter referred to as "**Processor**";

and

2. Customer hereinafter referred to as "**Controller**";

Processor and **Controller** hereinafter also referred to collectively as "**Parties**"

Considering that:

- Controller has instructed Processor to process his/her company's personal data under the main agreement which forms an inseparable part of this processor agreement;
- Controller designates the purposes and means and to which the terms set forth herein apply;
- Processor is willing to perform the processing operations and is also willing to comply with obligations regarding security and other aspects of the General Data Protection Regulation ("AVG"), to the extent within its power;
- Processor does not process the personal data for its own purposes;
- Processor qualifies as a processor within the meaning of Article 4(7) AVG;
- Processor qualifies as a processor within the meaning of Article 4(8) AVG;
- Wherever this Agreement mentions Personal Data, this means personal data within the meaning of Article 4 paragraph 1 AVG;
- The Parties, also in view of the requirement in Article 28 paragraph 3 AVG, wish to set forth their rights and obligations in writing by means of this Processor Agreement (hereinafter ("**Processor Agreement**").

The parties agreed as follows:

Article 1 - Purpose of processing

1. Processor undertakes to process Personal Data on behalf of Processor under the terms of this Processor Agreement. Processing will only take place in the context of the performance of the assignment contract and this Processor Agreement within the meaning of Article 28 paragraph 3 AVG.

2. Processor is prohibited from processing the Personal Data for a purpose other than the purpose established by Processor. The purpose of the processing is to provide the services requested by Processor as defined and laid down in the Main Contract. To this end, the following activities are performed: the provision of a platform in favour of of the activities of the Customer and other related activities.

3. The category of data subjects whose Personal Data is collected concerns Customer data, login data, employee data of the Customer and/or other persons or relations of Processor with whom Processor comes into contact if it processes Personal Data on behalf of Processor.

4. The category of personal data processed are: personal data, employee data of Customer .

5. Processor shall not process the personal data for any purpose other than as determined by Processor. Processor shall inform Processor of the processing purposes to the extent they are not already mentioned in this Processor Agreement.

6. Processor has control over the means of processing and storing personal data. Processor is responsible for determining the purpose of processing and must clearly define it.

7. Processing will be both manual and (semi)automatic.

8. Personal data to be processed on behalf of Processor shall remain the property of Processor and/or the relevant data subjects.

Article 2 - Duration of the agreement

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1. This Agreement shall commence upon approval of the Agreement and shall be for the term of the Master Agreement.

2. This agreement cannot be terminated prematurely.

3. Amendments to this Agreement as a result of changes in any underlying Assignment Agreement, laws or regulations or other relevant circumstances shall only be legally valid if added to the Processor Agreement after consultation and with the express consent of the parties.

4. This Agreement shall terminate by operation of law if the Master Agreement terminates.

5. Once the contract has been terminated, for whatever reason and in whatever manner, Processor shall - at Processor's option - return to Processor all Personal Data in its possession in original or copy form and/or remove and/or destroy such original Personal Data and any copies thereof within a maximum period of 28 days. Any costs incurred in doing so shall be borne by Processing Responsible Party.

6. The confidentiality, liability and dispute resolution provisions shall remain in full force and effect after termination of this Agreement.

Article 3 - Obligations of Processor

1. Processor is obliged to comply with the conditions imposed on the processing of Personal Data under applicable laws and regulations, in particular the AVG and the AVG Implementation Act.

2. Processor is prohibited from enriching its own database(s) and/or files with any (personal) data from Processor's database(s), except in the event that Processor needs to create temporary database(s) and/or files for the purpose of proper processing of the Personal Data. The temporary files will be deleted immediately from the moment these temporary files are no longer needed for processing.

3. Processor shall inform Processor at its first request about the measures taken by it in respect of its obligations under this Processor Agreement.

4. If the Controller gives instructions to the Processor regarding the processing of Personal Data, the Processor must follow these instructions if this is necessary for proper processing except in the event that these instructions conflict with laws and regulations and any applicable professional and conduct rules. Only Processor is authorised to exercise its sole judgment in this regard.

5. All obligations incumbent on Processor shall also apply to the persons processing Personal Data under the authority of Processor (after express consent of Processor), which shall include employees and hired third parties of Processor.

6. Processor is responsible for ensuring that only employees and/or third parties have access to the personal data for which access is necessary for the performance of the contract. The employees and/or third parties work under the responsibility of Processor.

7. Processor shall not have restricted access to the Personal Data at Processor's premises. Processor shall be obliged to provide its cooperation upon request of Processor regarding access.

8. This agreement is not transferable unless expressly agreed otherwise.

Article 4 - Transfer of personal data

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1. Subject to the written consent of Processor, Processor shall not have Personal Data, which is processed by or on behalf of Processor or a sub-processor engaged by it, in connection with the performance of the Contract, transferred to or made accessible (or allowed to be made accessible) from countries or international organisations for which the European Commission has not yet decided that they ensure an adequate level of protection in accordance with the applicable privacy regulations. Articles 44 to 50 of the AVG shall be complied with at all times. Processor shall provide insight into the location(s) where the processing takes place at the first request of Processor.

2. Processor shall handle the Personal Data of Processor with care.

Article 5 - Responsibility of Processor

1. Processor shall perform for Processor under this Agreement the activities as named in Article 1.2 of this Agreement as well as other activities as laid down in the Master Contract.

2. Processor is responsible for the processing of the Personal Data under this Processor Agreement, in accordance with the instructions of Controller. For the other processing of Personal Data, including in any case, but not limited to, the collection of the Personal Data by the Controller, processing for purposes not notified to Processor by the Controller, processing by third parties and/or for other purposes, Processor is also responsible.

Article 6 - Third Parties

The activities of Processor may be outsourced to third parties only with the express prior consent of Processor. Processor vouches for these third party(ies) and is itself responsible and liable for compensation for all damages caused to Processor due to the actions of third party(ies). All obligations under this Agreement shall also apply to such third party(ies), the (sub-processor).

Article 7 - Personal Data Security Measures.

1. Processor shall endeavour to take sufficient and appropriate organisational and technical measures against any form of unlawful processing in relation to the processing of Personal Data to be performed by it.

2. The security level of the measures shall at least comply with a level that is not unreasonable in the context of the associated costs, sensitivity of the Personal Data concerned as well as the state of the art and risks. Processor does not guarantee that the security measures taken by it will be effective at all times, under all circumstances. In consultation, the parties may take other additional or further security measures.

3. Processor has its own responsibility to inform itself and/or its employees and third parties to be engaged of all protocols, (security) policies and other instructions that enable and promote secure processing.

4. Processor is responsible and liable for its part of the processing.

5. If there is a breach in the security of the Personal Data, which may cause damage or may have adverse consequences for the protection of the Personal Data, Processor shall inform Processed Party immediately, or at least without unreasonable delay, but within 24 hours after Processed Party could reasonably have known about it. Processor shall then inform the Personal Data Authority within 48 hours and any data subjects as soon as possible about the breach.

6. Pursuant to Processor's duty to notify, the breach notification must consist of at least the following components:

- the nature of the personal data breach, where possible specifying the categories of data subjects and personal data concerned and, approximately, the number of data subjects and personal data records concerned;
- The name and contact details of the data protection officer or other contact point where more information can be obtained;
- the probable consequences of the personal data breach;
- the measures proposed or taken by the Processor to address the personal data breach, including, where applicable, the measures to mitigate any adverse effects thereof.

7. Controller shall keep a register of all breaches in accordance with Article 33 (5) AVG.

8. If a Personal Data security breach has occurred at Processor, Processor is obligated to take appropriate measures at its own expense to prevent future incidents and/or breaches.

Article 8 - Secrecy

Processor and its employees as well as the third party(ies) engaged by Processor, are obliged to maintain the confidentiality of all personal data, sensitive information and/or business data obtained through this agreement. The duty of confidentiality does not apply if Processor has given express and written consent to Processor to share such data and information with third party(ies), or a legal obligation exists to provide the data and information to a third party. After the termination of this Agreement, the parties remain obligated to comply with this confidentiality obligation.

Article 9 - Rights of data subjects

1. In case Processor receives a request for inspection from a data subject or an authorised body, Processor shall handle this request as soon as possible. If it is not possible to handle the request itself, the request will be forwarded to Processor. If requested, Processor shall cooperate in the execution of the request. The costs to be incurred by Processor for the purpose of cooperation shall be borne by Processor.

2. The provisions of Article 9.1 shall apply mutatis mutandis if a data subject wishes to assert other rights such as his/her right to rectification, data erasure, right to restriction of processing, right to portability of data, right of objection and rights in case of automated individual decision-making, as laid down in Sections 3 and 4 of the General Data Protection Regulation.

Article 10 - Liability

1. Processor is responsible for the processing of Personal Data and guarantees that the processing is lawful and does not infringe on the rights of data subjects. Processor is only liable for damages resulting from acts and/or omissions, or failure to comply with laws and regulations by Processor.

2. Processor shall only be liable up to a maximum of one time the value of a monthly fee. All consequential damages are expressly excluded from Processor's liability.

3. Without prejudice to the provisions of this article, Processor shall be liable for the damage caused by the processing when such processing failed to comply with obligations of the AVG

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specifically addressed to the Processor or acted contrary to the legitimate instructions of Processor.

4. Processor shall not be liable for the damage if it can prove that it is in no way responsible for the event causing the damage.

Article 11 - Indemnification

1. Processor shall indemnify Processor against claims, fines and/or periodic penalty payments from or on behalf of the Personal Data Authority and/or other authorities, where it is established that the violations are the responsibility of Processor.

2. Processor may recover fines and/or periodic penalty payments imposed from Processor if and to the extent that Processor can be held responsible for Processor's violations.

Article 12 - Dispute resolution

1. Dutch law applies to this agreement.

2. All disputes arising between the parties arising out of or relating to this Processor Agreement shall be settled by the competent court of Processor's place of business.