General terms and conditions Invoyz B.V.

Version AV2024-1.0

These general terms and conditions apply to all offers, quotations and services of Invoyz B.V. and form an integral part of every agreement between you and Invoyz B.V. If you have any questions or comments after reading these general terms and conditions, please feel free to contact us.

Statutory name: Invoyz B.V.
Chamber of Commerce: 92012582

Business address: Louis Braillelaan 6
                          2719 EJ Zoetermeer
                          Nederland

Office address: Louis Braillelaan 6
                        2719 EJ Zoetermeer
                        Nederland

Website: www.invoyz.com
Email: info@invoyz.com

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Article 1   Definitions

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

a. **Offer**: any offer (regardless of the form) of Invoyz in the context of the provision of services, including but not limited to an offer in the form of an offer 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 personal account of the Client or its End User with which he or she gains access to the Platform.

c. **Administration:** Client has the option to link its administrations to the Platform. Usage costs will be charged for each linked administration.

d. **Client**: the natural or legal person with whom Invoyz has concluded an Agreement.

e. **General Terms and Conditions**: these general terms and conditions.

f. **End User**: the natural person authorised by the Client to use the Platform.

g. **External API:** A connection to another platform that Invoyz's Platform uses.

h. **Invoyz**: the company Invoyz B.V., established at Louis Braillelaan 6 in Zoetermeer and registered with the Chamber of Commerce under number 92012582.

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

j. **Office hours**: the hours on a Business Day between 08:00 and 17:00 (Dutch time).

k. **License**: a limited right of use for the Client for the use of the Platform.

l. **Module:** An End User of Client who makes use of the additional paid functionality offered by the Platform for which Consumption Costs are charged.

m. **Agreement**: the agreement that is concluded after acceptance of an Offer by the Client, of which the present General Terms and Conditions form an inseparable part and on the basis of which Invoyz will provide services to the Client.

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

o. **Platform**: the platform that can be accessed online via invoyz.com and that 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 are sufficiently established. Where the term 'In Writing' is used in the context of notice of default and dissolution of the Agreement, it is only used in relation to the Client in terms of paper.

q. **Usage Charges**: The fixed amount charged per Administration and the number of times a Module or an External API that is eligible for a reimbursement has been used.

r. **Confidential Information**: any non-public information relating to one or both Parties of which a Party indicates that such information is confidential, or which, by the nature of the information or under the circumstances under which the disclosure is made, should be treated as confidential or which has been marked as confidential.

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s. **Working day**: Monday to Friday, with the exception of public holidays recognised in accordance with the Dutch General Time Limits Act and the days for which Invoyz has indicated in advance, whether or not via its website or e-mail, that they are closed.

Article 2   Applicability and order of precedence

2.1   The General Terms and Conditions apply to every Offer made by Invoyz and the execution of (future) Agreements.

2.2   The applicability of any purchase or other terms and conditions of the Client is expressly excluded. Such terms and conditions are only applicable if they have been accepted by Invoyz by signing.

2.3   In the event of a conflict between the applicable documents, provisions and definitions contained in the various parts of the Agreement, the following order of precedence shall apply, with the aforementioned document taking precedence over the document referred to later:

2.3.1   Offer

2.3.2   any annexes to the Agreement

2.3.3   the Terms & Conditions

2.3.4   any purchase or other terms and conditions of the Client signed by Invoyz.

Article 3   Formation of the Agreement

3.1   Any Offer made in the form of an offer from Invoyz is completely non-binding and valid for the duration of thirty (30) days after the date, unless a different period of validity is stated on the offer. If the date is missing, the aforementioned period will commence on the day that Invoyz has sent the quotation to the Client.

3.2   The Agreement is concluded by acceptance of an Offer by the Customer.

3.3   An Agreement is also concluded by creating an Account on the Invoyz Platform.

3.4   Invoyz is only bound by a deviating acceptance of an Offer made by the Customer, whether or not on minor points, if Invoyz expressly accepts the deviating acceptance In Writing. The foregoing is without prejudice to what is set out in Article 2.2 has been determined.

3.5   All prices in each Offer are subject to programming and typing errors. If a price in an Offer is based on information provided by the Customer and this information turns out to be incorrect, Invoyz has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

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

Article 4   Execution of the Agreement

4.1   After the conclusion of the Agreement, Invoyz will make every effort to start the execution of the Agreement as soon as possible and will take the care of a good contractor. Deadlines communicated by Invoyz or agreed between the Parties are indicative and never count as strict deadlines.

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

4.3   If the Client does not provide the cooperation described above, or if it appears that the information provided by the Client is incorrect or incomplete, Invoyz has the right to suspend the

Agreement until the Client has provided the requested cooperation or the necessary information. Any periodic fees paid by the Client will remain due during this period.

4.4   Invoyz has the right to engage third parties in the execution of the Agreement. Any costs related to this will only be borne by the Client if the Parties have agreed to this.

Article 5   Access and use of the Platform

5.1   In order to gain access to the Platform, Client requires a License. A License gives Customer the non-exclusive right to use the Platform as an online service (Software-as-a-Service) for the duration of the License and solely for the use contemplated under the Agreement.

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

5.3   Unless otherwise agreed in Writing, the following applies:

   5.3.1   a License commences on the day that Invoyz provides access to the Platform to Client (e.g. by providing login details for an Account and/or the notification that Client can create an Account itself);

   5.3.2   a License has a term of at least one (1) month;

   5.3.3   at the end of the agreed term of the License, the License will be automatically and tacitly renewed for the same periods each time;

   5.3.4   a License may be terminated by either Party in writing with a notice period of one (1) month. The termination takes effect on the date of receipt and applies to the end of the current calendar month, thereby preventing any tacit renewal.

5.4   In addition to Licenses, Customer may choose to create additional Administrations and purchase Modules for which Consumption Costs will be charged.

5.5   The Agreement as well as the Licenses granted thereunder cannot be terminated prematurely by the Client, except with the Written consent of Invoyz. Article 7:408(1) of the Dutch Civil Code does not apply to the Agreement.

5.6   After the end of the License, Invoyz will terminate access to the Platform and will be entitled to delete all Client-related data that is present within the Platform, unless otherwise agreed.

5.7   For each License, Invoyz will make login details for an (administrator) Account available to the Client, or offer the Client the opportunity to independently create an Account. If agreed, Customer may create sub-Accounts for other End Users with its Account. Such sub-Accounts are subject to the same terms and conditions as regular Accounts.

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

5.9   Invoyz is not responsible for misuse of Accounts and may assume that the person who logs in to an Account is actually an End User authorized on behalf of the Client. Invoyz may rely on the fact that all actions performed from an Account are carried out under the direction, supervision and approval of the Client.

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

5.11   If login details of an Account are (suspected) lost or leaked, the Client 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 Client will immediately report this to Invoyz, so that any additional measures can be taken to prevent misuse of the Account.

Article 6 Rules of use

6.1   The Client 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 Client is not permitted to offer or distribute materials via the Platform that are unlawful in nature, infringe on the rights of third parties 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 Client shall refrain from hindering other customers of Invoyz, including other users of the Platform, or other internet users in general, or from causing damage to systems or networks of (the suppliers of) Invoyz. If, in the opinion of Invoyz, actions of the Client constitute hindrance, damage or any other danger to the functioning of Invoyz's systems or networks, in particular as a result of excessive data transmission, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans or similar software, Invoyz is entitled to take all measures it reasonably deems necessary to avert or prevent this danger from occurring. prevent.

6.4   If a third party informs Invoyz that, via the systems that are part of the services provided, materials or other information is stored or distributed by or on behalf of the Client that, according to that third party, infringes the rights of that third party or otherwise acts unlawfully, Invoyz will inform the Client of the relevant report. The Client must then provide a reasoned Written response as soon as possible, but no later than forty-eight (48) hours, aimed at refuting the report or complaint, after which Invoyz will independently decide what measures to take. Measures may include permanently removing or restricting access to the materials or information to which the complaint relates. In cases that are urgent in the opinion of Invoyz, Invoyz can intervene immediately without having to inform the Client in advance. However, Invoyz will still make every effort to inform the Client as soon as possible afterwards about the measures taken and the reason for them.

Article 7 Opinions

7.1   If instructed to do so, Invoyz can draw up an advice, plan of action, design, reporting, planning and/or reporting for the purpose of the service. The content of this is not binding and only advisory in nature, but Invoyz will observe its duties of care. The customer decides for himself and on his own responsibility whether to follow the advice.

7.2   At Invoyz's first request, the Client is obliged to assess the proposals it has provided. If Invoyz is delayed in its activities because the Client does not provide an assessment or does not provide a timely assessment on a proposal made by Invoyz, the Client is at all times responsible for the consequences that arise as a result, such as delays.

7.3   The nature of the service means that the result is always dependent on external factors that may influence the reports and advice of Invoyz, such as the quality, correctness and timely delivery of required information and data of the Client and its employees. The Client guarantees the quality and the timely and correct delivery of the required data and information.

7.4   Client will notify Invoyz in writing prior to the commencement of the work all circumstances that are or may be important, including any points and priorities to which Client wishes attention.

Article 8 Maintenance

8.1   Invoyz reserves the right to temporarily suspend the Platform for maintenance purposes. Invoyz will make every effort to ensure that such decommissioning takes place outside office hours as

much as possible and will inform the Client in good time in advance of the planned decommissioning. In the event that Invoyz is of the opinion that a decommissioning of the Platform – whether or not during Office Hours – is necessary for its safe operation, it is entitled to immediately decommission the Platform without prior notice to the Client so that Invoyz can and will take appropriate measures as soon as possible. Due to decommissioning as referred to in this paragraph, Invoyz will never be obliged to pay any compensation to the Client.

8.2   Invoyz has the right to modify the Platform from time to time, among other things, to improve its functionality and to correct errors, or to no longer offer aspects of a Platform. If the foregoing leads to a significant reduction in functionality, Invoyz will notify the Client thereof in Writing or via the Platform before the implementation of the change. Because the Platform is supplied to multiple customers, it is not possible to waive a certain adjustment for the Client alone. If a change leads to the loss of a functionality essential for the Client, the Client will have the right to terminate the Agreement in Writing at the time the change takes effect, provided that the Client has informed Invoyz in advance in Writing that it intends to make use of this right of cancellation.

Article 9   Availability of the Platform

9.1   Invoyz will endeavour to ensure uninterrupted availability (7 days a week, 24 hours a day) of the Platform. The minimal update will be at least 99%.

9.2   In the event of the unavailability of the Platform, due to malfunctions, maintenance or other causes, Invoyz will endeavour to inform the Client of the nature and expected duration of the interruption.

Article 10   Support

10.1   Only if agreed, Invoyz will be obliged to provide the Client and its End Users with remote support in the context of the use of the Platform by means of a remote helpdesk. Some form of support is provided through the means of communication used by Invoyz, which may change from time to time. Invoyz will endeavor to handle any requests adequately and within a reasonable period of time.

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

10.3   Support is available via email from Monday to Friday, from 09:00 to 17:00 CET. The average response time for critical issues is within 8 hours and for non-critical issues within 48 hours.

Article 11   Compensation

11.1   Unless explicitly stated otherwise, all prices quoted by Invoyz are in euros and exclusive of sales tax and other levies imposed by the government.

11.2   Invoyz is entitled to charge the rates it charges:

   a.   indexed once a year in accordance with the most applicable service price index (DPI) of CBS, provided that Invoyz informs the Client in Writing at least one (1) month before the tariff change takes effect;

   b.   to change in the interim if the tariffs of its suppliers of, for example, electricity, data centre, software and (public) cloud solutions reasonably give cause to do so, provided that Invoyz informs the Client thereof in Writing at least one (1) month before the tariff change takes effect;

    c.   in the interim, including at any renewal of a License, regardless of the reason for doing so, provided that Invoyz notifies Customer of this in Writing at least two (2) months before the rate change takes effect.

Article 12   Invoicing and payment

12.1   The fee for Usage Costs will be charged monthly in arrears.

12.2   Invoyz will send an invoice to the Customer for all amounts due and has the right to invoice electronically.

12.3   All invoices issued by Invoyz are subject to a payment term of thirty (30) days from the invoice date, unless otherwise agreed In Writing.

12.4   If the Client objects to the amount of an invoice, this does not suspend its payment obligation, but the Parties will consult with each other in order to reach an amicable solution.

12.5   In the event of default of payment, the Client will be in default by operation of law from the due date of the invoice, without prior notice of default being required. Invoyz is then entitled to charge the Client the entire amount due, as well as the interest calculated on the amount due at 1.0% per month, or, if higher, the statutory commercial interest, from the due date.

12.6   Without prejudice to the above, all costs associated with the collection of outstanding debts, both judicial and extrajudicial (including the costs for lawyers, bailiffs and collection agencies), will be borne by the Client. In any case, Invoyz is entitled to charge an amount of extrajudicial costs amounting to 15% of the outstanding amount, with a minimum of two hundred and fifty euros, with a minimum of two hundred and fifty euros, if desired at the first (voluntary) reminder.

12.7   Invoyz is entitled to suspend the Agreement if (i) the Client does not pay an invoice within the due period, or payment is still not made after a (voluntary) reminder by Invoyz, (ii) there is a deterioration in the solvency of the Client that gives rise to reasonable doubts about the Client's ability to pay and creditworthiness. During suspension, the Client will continue to owe any amounts (periodically) due.

12.8   The Client is not entitled to suspend, set off or deduct any payment obligation on the Client on any claim against Invoyz for any reason whatsoever.

Article 13   Intellectual property rights

13.1   All Intellectual Property Rights to the services provided, including the Platform, documentation and other materials are vested exclusively in Invoyz or its licensors. The Client will only obtain a limited, non-transferable right of use for the agreed fixed period of time subject to the powers and other restrictions included in the Agreement.

13.2   All data that Client adds to the Platform during its use of the Platform, or has added by Invoyz, remain the property of Client or its licensors. Invoyz will not assert any title claims to this. With regard to this data, the Client grants Invoyz 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 for the use of the data for the improvement of the data supplied by Invoyz, or to be delivered in the future, services.

Article 14   Liability

14.1   The liability of Invoyz due to an attributable failure in the fulfilment of its obligations under the Agreement, on the basis of an unlawful act and/or from any other cause, is limited per event (whereby a series of related events is seen as one event) to what the Client owes over a period of three (3) months prior to the damage-causing event (excluding VAT). Under no circumstances will Invoyz's total liability for damages, for whatever reason, on a calendar year basis exceed the stipulated fixed compensation for the relevant calendar year.

14.2   The limitation of liability as referred to in the previous paragraph expressly also applies to the guarantees provided by Invoyz 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 intent or deliberate recklessness on the part of Invoyz's management.

14.4   The liability of Invoyz due to an attributable shortcoming in the performance of an Agreement only arises if the Client immediately and properly gives Invoyz notice of default in Writing, setting a reasonable period to remedy the shortcoming, and Invoyz continues to imputably fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Invoyz is able to respond adequately. Any claim for compensation by the Client shall lapse by the mere lapse of six months after the claim arose

14.5   The content of the advice provided by Invoyz or Platform is not binding and is only advisory in nature. The Client decides for itself and on its own responsibility whether it follows the proposals and advice of Invoyz referred to herein. All consequences arising from the follow-up of the advice are at the expense and risk of the Client. Client is at all times free to make its own choices that deviate from the advice provided by Invoyz. Invoyz is not bound by any form of refund if this is the case.

Article 15   Disclaimer and accuracy of information

15.1   Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or documents, in whatever form whatsoever, that it provides to Invoyz in the context of an Agreement, as well as for the data that it has obtained from third parties and that have been provided to Invoyz for the purpose of performing the Service.

15.2   Client indemnifies Invoyz against any liability as a result of non-compliance or late compliance with the obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and/or documents.

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

15.4   Client indemnifies Invoyz against all claims of third parties arising from the work performed for the benefit of Client, including but not limited to intellectual property rights to the data and information provided by Client that can be used in the execution of the Agreement and/or the acts or omissions of Client towards third parties.

15.5   If Client provides Invoyz with electronic files, software or data carriers, Client guarantees that they are free of viruses and defects.

Article 16   Force majeure

16.1   None of the Parties can be held to comply with any obligation if a circumstance that is beyond the control of the Parties (force majeure) and which could not or should not have been foreseen at the time of the conclusion of the Agreement, nullifies any reasonable possibility of performance. Force majeure includes (but is not limited to):

    a.   disruptions of public infrastructure that is normally available to Invoyz, and on which the provision of the services (such as the Platform) depends, but over which Invoyz cannot exercise actual control or demand performance;

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

    c.   shortcomings on the part of Invoyz's suppliers, which Invoyz could not foresee and for which Invoyz cannot hold its supplier liable, for example because the supplier in question (also) suffered from force majeure;

    d.   civil unrest, mobilisation, pandemics, war, terror, strikes, fire and floods;

    e.   defectiveness of goods, equipment, or other material the use of which has been prescribed by the Client; and

    f.   long-term unavailability of employees of Invoyz or third parties engaged by Invoyz as a result of illness.

16.2   If a force majeure situation has lasted longer than ninety (90) days, each of the Parties has the right to dissolve the Agreement, without this leading to any obligation to pay compensation or undo it.

Article 17   Promotion

17.1   During the term and after the end of the Agreement, Invoyz is permitted to describe the customer case regarding the services provided by Invoyz to Client for promotional purposes in the materials and channels used by Invoyz (such as its website), whereby the trade name, logo and word mark of the Client may be used for illustration. If the Client objects to the way in which Invoyz has made use of the aforementioned right, the Client may make this known to Invoyz in Writing. Invoyz will take the objection into consideration in all reasonableness and, where appropriate, proceed to adjust it.

Article 18   Modification of the Agreement

18.1   If the Client wishes to amend the Agreement, the Client can submit a request to Invoyz to this effect. Such changes will only apply if they have been expressly accepted by Invoyz in Writing.

18.2   Invoyz reserves the right to change or supplement the General Terms and Conditions, also with regard to existing Agreements.

18.3   Minor changes, changes made by law and changes in favour of the Client may be made at any time with immediate effect and do not require notification to the Client.

Article 19   Term and Termination of the Agreement

19.1   Unless otherwise stipulated in the Agreement, the following applies:

    19.1.1 the term of the License(s) is stipulated in the Agreement;

    19.1.2 the Agreement cannot be terminated prematurely by the Client, unless the Agreement explicitly provides for this;

    19.1.3 Article 7:408 paragraph 1 of the Dutch Civil Code does not apply to the Agreement;

    19.1.4 termination by the Client shall never result in the forfeiture of the obligation to pay the (License) Fees or Consumption Costs already due, nor to an obligation to reimburse the (License) Fees or Consumption Costs already paid;

    19.1.5 if the Client does not owe any compensation to Invoyz under the Agreement, Invoyz is entitled to terminate the Agreement at any time and with immediate effect without any prior notice being required to the Client.

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

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

Article 20   Complaints

20.1   If Client is not satisfied with Invoyz's service or otherwise has complaints about the performance of its assignment, Client is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant cause that led to the complaint. Complaints can be reported verbally or in writing via info@Invoyz.nu with the subject "Complaint".

20.2   The complaint must be sufficiently substantiated and/or explained by the Client in order for Invoyz to be able to handle the complaint.

20.3   Invoyz will respond to the complaint as soon as possible, but no later than within 7 calendar days after receipt of the complaint.

20.4   The parties will try to find a solution together.

Article 21   Final provisions

21.1   The Agreement is governed by Dutch law.

21.2   All disputes arising from or in connection with the Agreement will be exclusively brought before the competent court in the district where Invoyz has its registered office, unless otherwise prescribed by the rules of mandatory law.

21.3   Invoyz has the right to transfer the Agreement in whole or in part to a company belonging to the group as referred to in Article 2:24b of the Dutch Civil Code, or to a third party that takes over the relevant business activity(ies) of Invoyz, without any further consent or cooperation from the Client being required.

21.4   The version of communication, measurements, or other information received or stored by Invoyz is deemed to be correct, unless proof to the contrary can be provided by the Client.

21.5   If any provision of the Agreement turns out to be null and void or voidable or is invalid in whole or in part for any other reason, the other provisions of the Agreement shall remain in full force and effect. Invoyz will replace the invalid clause with a clause that is valid and whose legal consequences, in view of the content and purport of the Agreement, correspond as much as possible to those of the invalid clause.

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Data Processing Agreement

Parties:

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

and

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

Processor and **Controller** hereinafter jointly referred to as "**Parties**"

Taking into account that:

- The Controller has instructed the Processor to process the personal data of his/her company in the context of the main agreement, which is an inseparable part of this processing agreement;
- The Controller designates the purposes and means and to which the conditions set out herein apply;
- The Processor is willing to carry out the processing and is also prepared to comply with obligations regarding security and other aspects of the General Data Protection Regulation ("GDPR"), insofar as this is within its power;
- The Processor does not process the personal data for its own purposes;
- Controller can be regarded as a controller within the meaning of Article 4(7) of the GDPR;
- Processor can be regarded as a processor within the meaning of Article 4(8) of the GDPR;
- Where this agreement refers to Personal Data, this means personal data within the meaning of Article 4(1) of the GDPR;
- The parties, also in view of the requirement of Article 28(3) of the GDPR, wish to record their rights and obligations in writing by means of this Data Processing Agreement (hereinafter referred to as the "**Data Processing Agreement**").

The parties have agreed as follows:

Article 1 - Purpose of the processing

1. Under the terms and conditions of this Data Processing Agreement, the Processor undertakes to process Personal Data on behalf of the Controller. Processing will only take place in the context of the execution of the contract for services and this Data Processing Agreement within the meaning of Article 28(3) of the GDPR.

2. The Processor is prohibited from processing the Personal Data for a purpose other than the purpose determined by the Controller. The purpose of the processing is to provide the services requested by the Controller as described and laid down in the Main Agreement. To this end, the

following activities are carried out: the provision of a platform for the work of the customer and other relatedactivities.

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

4. The category of personal data that is processed are: personal data, employee data of the Client.

5. The Processor shall not process the personal data for any purpose other than as determined by the Controller. The Controller shall inform the Processor of the processing purposes insofar as they have not already been mentioned in this Data Processing Agreement.

6. The Processor has control over the means for the processing and storage of the personal data. The controller is responsible for determining the purpose of the processing and must clearly record this.

7. The processing will take place both manually and (semi)automatically.

8. The personal data to be processed on behalf of the Controller remain the property of the Controller and/or the relevant data subjects.

Article 2 - Duration of the agreement

1. This Agreement shall commence upon approval of the Agreement and shall be entered into for the duration of the Main Agreement.

2. This agreement cannot be terminated prematurely.

3. Changes to this agreement as a result of changes in any underlying contract for services, laws or regulations or other relevant circumstances are only legally valid if they are added to the Data Processing Agreement after consultation and with the explicit consent of the parties.

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

5. As soon as the agreement has been terminated, for whatever reason and by whatever means, the Processor shall – at the discretion of the Controller – return all Personal Data held by it in original or copy form to the Controller and/or delete and/or destroy these original Personal Data and any copies thereof within a maximum period of 28 days. Any costs of this will be borne by the Controller.

6. The provisions on confidentiality, liability and dispute resolution shall survive termination of this Agreement.

Article 3 - Obligations of the Processor

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

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

3. The Processor shall inform the Controller at its first request about the measures it has taken with regard to its obligations under this Data Processing Agreement.

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4. If the Controller gives instructions to the Processor with regard to 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 are in conflict with laws and regulations and any applicable professional and conduct rules. Only the Controller is authorised to give its exclusive opinion in this regard.

5. All obligations incumbent on the Processor also apply to the persons who process Personal Data under the authority of the Processor (after explicit permission of the Controller), including employees and engaged third parties of the Processor.

6. The 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 agreement. The employees and/or third parties work under the responsibility of the Processor.

7. The Controller does not have limited access to the Personal Data at the Processor. The Processor is obliged to cooperate at the request of the Controller with regard to inspection.

8. This Agreement is non-transferable, unless expressly agreed otherwise.

Article 4 - Transfer of personal data

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

2. The Processor will handle the personal data of the Controller with care.

Article 5 - Responsibility of the Processor

1. The Processor shall perform for the Controller in the context of this agreement the activities as referred to in Article 1.2 of this agreement as well as other activities as laid down in the Main Agreement.

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

Article 6 - Third parties

The activities of the Processor can only be outsourced to third parties with the express prior consent of the Controller. The Processor is responsible for these third party(s) and is itself responsible and liable for all damage caused by the third party(ies) to the Controller. All obligations under this agreement also apply to this third party(ies), the (sub-processor).

Article 7 - Security measures for personal data

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1. The Processor shall make every effort to take sufficient and appropriate organisational and technical measures against any form of unlawful processing with regard to the processing of the Personal Data to be carried out by it.

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

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

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

5. In the event of a breach in the security of the Personal Data, which may cause damage or have adverse consequences for the protection of the Personal Data, the Processor must inform the Controller immediately, at least without unreasonable delay, but within 24 hours after the Processor could reasonably have been aware of this. The Controller will then inform the Dutch Data Protection Authority within 48 hours and any data subjects as soon as possible about the breach.

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

- the nature of the personal data breach, specifying, where possible, the categories of data subjects and personal data concerned and, approximately, the number of data subjects and personal data registers concerned;
- the name and contact details of the data protection officer or other point of contact where further information can be obtained;
- the likely 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 consequences thereof.

7. The controller must keep a record of all infringements in accordance with Article 33(5) of the GDPR.

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

Article 8 - Confidentiality

The Processor and its employees, as well as the third party(ies) engaged by the Processor, are obliged to maintain the confidentiality of all personal data, sensitive information and/or company data obtained through this agreement. The duty of confidentiality does not apply if the Controller has given explicit and written permission to the Processor to share this data and information with third party(ies), or if there is a legal obligation to provide the data and information to a third party. After the expiry of this agreement, the parties remain obliged to comply with this confidentiality obligation.

Article 9 - Rights of data subjects

1. In the event that the Processor receives a request for access from a data subject or a competent authority, the Processor will handle this request as soon as possible, but no later than within 5 working days. If it is not possible to handle the request yourself, the request will be forwarded to the Controller within 5 working days. If requested, the Processor must cooperate in the execution of the request. The costs that the Processor must incur for the purpose of cooperation shall be borne by the Controller.

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, erasure, right to restriction of processing, right to data portability, right to object 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. The Processor is responsible for the processing of the Personal Data and guarantees that the processing is lawful and does not infringe the rights of data subjects. The Processor is only liable for damage as a result of the acts and/or omissions, or non-compliance with laws and regulations by the Processor.

2. The Processor is only liable up to a maximum of one time the value of the order. All consequential damage is expressly excluded from liability on the part of the Processor.

3. Without prejudice to the provisions of this article, the Processor shall be liable for the damage caused by the processing if the processing has not complied with the obligations of the GDPR specifically addressed to the Processor or if the lawful instructions of the Controller have been violated.

4. The Processor is not 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. The Controller indemnifies the Processor against claims, fines and/or penalties from or on behalf of the Dutch Data Protection Authority and/or other authorities, whereby it has been established that the violations fall under the responsibility of the Controller.

2. The Processor may recover the fines and/or penalties imposed from the Controller if and to the extent that the Processor can be held responsible for the violations of the Controller.

Article 12 - Dispute resolution

1. This agreement is governed by Dutch law.

2. All disputes arising between the parties arising from or related to or relating to this Data Processing Agreement shall be settled by the competent court of the place of business of the Processor.