

# Dertien11 - GENERAL TERMS AND CONDITIONS

## Article 1 Definitions

1.1 In these Dertien11 conditions, the following terms with initial capitals are used both in singular and plural. These terms are understood to mean:

- **Appendix:** Addendum to the Growth Partners Rotterdam conditions with specific provisions regarding the service to be provided;
- **Service:** The services to be provided by Dertien11 to the Client under the Agreement, including, where applicable, the results of services;
- **IP Rights:** All intellectual property rights and related rights such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, and neighboring rights, as well as rights to know-how and one-liner performances;
- **Client:** The natural or legal person who has concluded or will conclude an Agreement with Dertien11;
- **Agreement:** The agreement between Dertien11 and the Client concerning the provision of the Service;
- **Parties:** Dertien11 and the Client;
- **Personal Data:** Any data concerning an identified or identifiable natural person as referred to in Article 4(1) of the General Data Protection Regulation (GDPR);
- **Dertien11 Conditions:** These conditions of Dertien11 including all applicable Appendices;
- **Processor Agreement:** The agreement as referred to in Article 28(3) of the General Data Protection Regulation added as an Appendix to these Dertien11 Conditions.

## Article 2 General

2.1 The Dertien11 conditions apply to and form an integral part of all offers and quotations from Dertien11, Agreements, and any other related legal acts between Dertien11 and the Client or its legal successor. In addition to these Dertien11 conditions, the specific Appendix (Appendices) of the Dertien11 conditions agreed between Dertien11 and the Client are also applicable.

2.2 When the Dertien11 conditions indicate that an action must be performed in writing, this also includes by email.

2.3 Deviations from the Dertien11 conditions are only valid if expressly agreed in writing by Dertien11 and the Client and only apply to the specific Agreement for which they were agreed.

2.4 The Dertien11 conditions take precedence over any purchase or other conditions used by the Client at all times.

2.5 If the Dertien11 conditions have once applied to a legal relationship between Dertien11 and the Client, the Client is deemed to have agreed in advance to the applicability of these Dertien11 conditions to subsequently concluded and to be concluded Agreements.

2.6 If and insofar as any provision of the Dertien11 conditions is declared null and void or annulled, the other provisions of the Dertien11 conditions shall remain in full force. In that

case, the Parties will consult to establish a new provision to replace the void/annulled provision, taking into account as much as possible the intent of the void/annulled provision.

2.7 In case of conflict between provisions of an Agreement and the Dertien11 conditions, the provisions of the Agreement take precedence. In case of conflict between the Dertien11 conditions and a specific Appendix, the provisions of the specific Appendix (Appendices) take precedence.

2.8 Electronic communication between the Parties is deemed to have been received on the day of dispatch unless proven otherwise.

2.9 Dertien11 is authorized to unilaterally change the Dertien11 conditions. No approval from the Client is required for this. The Client will be notified after the change.

### **Article 3 Offers and Conclusion of Agreement**

3.1 Offers and other proposals from Dertien11 are without obligation and should be regarded as an invitation to make an offer to conclude an Agreement unless otherwise stated in writing by Dertien11.

3.2 Offers and quotations lose their validity four weeks after the date unless otherwise stated in writing.

3.3 The Client is responsible for the accuracy and completeness of the data provided by or on behalf of him to Dertien11 on which Dertien11 bases its offer. If this data turns out to be incorrect or incomplete, Dertien11 has the right to adjust the offer.

3.4 An Agreement is concluded when an invoice is sent, which is considered the start of the assignment, and the acceptance of an unchanged and valid offer and/or proposal from Dertien11 by the Client.

### **Article 4 Execution of the Agreement and Delivery**

4.1 Dertien11 will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and based on the state of science and technology known at that time. The Agreement between Dertien11 and the Client is an obligation of effort unless and insofar as Dertien11 has expressly promised a result in the written Agreement, and the result is also sufficiently defined in the Agreement. Any agreements on a service level (Service Level Agreement) are always made in writing.

4.2 The Parties determine in the Agreement the delivery periods and dates as well as the place and manner in which the Services are delivered and/or completed. The completion time of an assignment depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Therefore, the specified delivery periods are not fatal deadlines unless otherwise expressly agreed in writing by the Parties. In case of (imminent) exceeding of a (delivery) period, the Parties will consult as soon as possible to take appropriate measures.

4.3 If it is agreed that the Agreement will be executed in phases, Dertien11 is entitled to postpone the start of the Services belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.

4.4 Dertien11 is not obliged to follow instructions that change or supplement the content or scope of the agreed Services; if such instructions are followed, the relevant work will be compensated according to Dertien11's usual rates, and Dertien11 will notify the Client. 4.5 Dertien11 is entitled to have the Agreement executed in whole or in part by third parties or to engage third parties in the execution of the Agreement.

4.6 Services are considered accepted between the Parties if the Client does not provide detailed written justification for non-acceptance within five (5) working days after delivery of the relevant Services. Dertien11 must then replace or adjust the Services within a reasonable period. If the Client does not accept the Services again, the Parties will repeat the acceptance procedure. This procedure will be repeated each time during the renewed acceptance test if the Client again justifies why the Services are not accepted.

4.7 The risk of loss, theft, embezzlement, or damage to items, products, information/data, documents, or programs created or used within the framework of the execution of the Agreement passes to the Client at the moment these are brought into the actual power of disposal of the Client or an assistant of the Client.

## **Article 5 Prices and Payment Terms**

5.1 All prices are exclusive of VAT and other government-imposed levies.

5.2 Unless expressly agreed otherwise, price indications, budgets, estimates, and/or preliminary calculations of Dertien11 are only indicative and no rights or expectations can be derived from them. Only when agreed upon by the Parties, Dertien11 is obliged to inform the Client when a preliminary calculation or budget is exceeded.

5.3 The Parties will record the date(s) on which Dertien11 will charge the Client for the Services in the Agreement. Invoices are paid by the Client according to the payment terms stated on the invoice. In the absence of a specific arrangement, the Client will pay within fourteen (14) days after the invoice date.

5.4 If the Client does not pay the amounts due on time, the Client is liable for statutory interest on the outstanding amount without any reminder or notice of default being required. If the Client remains negligent in paying the claim after reminder or notice of default, the supplier can hand over the claim, in which case the Client is also obliged to pay all judicial and extrajudicial costs, including costs for external experts.

5.5 Dertien11 has the right to retain Services still under Dertien11 if the Client does not meet its payment obligation until the Client has met its payment obligation, regardless of whether the payment arrears relate to the Services still held by Dertien11.

5.6 Dertien11 is entitled to increase the prices for its Services annually with effect from January 1st in line with the price index figure of the previous calendar year as published by CBS (Consumer Price Index "All Households") increased by a maximum of fifteen percent (15%). Dertien11 is entitled to implement the cost increase at a later date if it deems this desirable from an administrative point of view.

5.7 Comments or complaints about sent invoices, notes, and declarations must be made in writing within fourteen (14) days after receipt of the relevant invoice, note, or declaration,

failing which they will be deemed accepted. Such complaints do not suspend the obligation to pay.

5.8 Dertien11 is entitled to invoice the Client on an interim basis and/or based on advance payments, set off, or require security for compliance by the Client.

5.9 The Client agrees to electronic invoicing by Dertien11.

## **Article 6 Amendment of the Assignment and Additional Work**

6.1 The Client accepts that the schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or changed during the course of the Agreement. If the interim change affects the agreed fee, Dertien11 will inform the Client as soon as possible.

6.2 If Dertien11 must perform additional work (additional work) due to a change in the Agreement as a result of extra requests or wishes from the Client, this work will be charged on a cost-plus basis according to the then applicable rates, unless expressly agreed otherwise in writing.

6.3 Dertien11 is entitled to perform this additional work without (prior) written consent from the Client, insofar as the costs of this additional work do not exceed ten percent (10%) of the originally agreed total fee.

6.4 If the costs for additional work exceed ten percent (10%), Dertien11 will inform the Client. The Parties will then discuss appropriate measures.

## **Article 7 Obligations of the Client**

7.1 The Client ensures that all data and/or information that Dertien11 indicates is necessary, or that the Client reasonably understands to be necessary for the execution of the Agreement, including information regarding the laws and regulations to be observed by Dertien11 specific to the Client's industry, are provided to Dertien11 in a timely manner and will provide all cooperation requested by Dertien11. Offers and proposals from Dertien11 and the Agreement concluded afterward are based on the information provided by the Client.

7.2 If the data required for the execution of the Agreement is not provided to Dertien11 on time, Dertien11 has the right to suspend the execution of the Agreement and/or charge the additional costs resulting from the delay according to the then applicable usual rates.

7.3 Insofar as usernames and/or passwords are provided by Dertien11 under the Agreement, the Client is responsible for these usernames and/or passwords and is fully and independently liable for any misuse of the usernames and passwords unless such misuse is the result of intent or gross negligence on the part of Dertien11.

7.4 Insofar as usernames and/or passwords are provided by Dertien11 under the Agreement, the Client is prohibited from providing these usernames and/or passwords to third parties without the permission of Dertien11.

## **Article 8 (Interim) Termination and Consequences**

8.1 An Agreement commences on the date described in Article 3 for the period agreed between the Parties in writing and ends automatically on the date agreed between the Parties or at the time the provision of the Services is completed.

8.2 Unless expressly agreed otherwise, the Parties cannot terminate the Agreement prematurely.

8.3 Each Party is entitled to terminate the Agreement in whole or in part in the event of bankruptcy or suspension of payment of the other Party, as well as in the event of cessation or liquidation of the business of the other Party, other than for the purpose of reconstruction or merger of companies, or if the decisive control over the business of the other Party changes.

8.4 Termination of the Agreement due to attributable shortcoming is only allowed after a written notice of default as detailed as possible, stating a reasonable period for remedying the shortcoming, unless otherwise specified in these Dertien11 conditions or otherwise prescribed by law.

8.5 In the event of termination of the Agreement, there will be no undoing of what Dertien11 has already delivered and/or performed and the related payment obligation unless the Client proves that Dertien11 is in default concerning the essential part of those performances. Amounts invoiced by Dertien11 before the termination in connection with what Dertien11 has already properly performed or delivered under the Agreement remain payable, taking into account the provisions of the previous sentence, and are immediately due and payable upon termination.

8.6 In the event of termination of the Agreement, all rights granted to the Client expire. The Client is no longer entitled to use the Service.

8.7 Articles that, by their nature, are intended to remain in force after the end of the Agreement will remain in force after termination of the Agreement.

## **Article 9 IP Rights**

9.1 Unless otherwise specified in the Agreement, all IP Rights on all Services provided within the framework of the Agreement, as well as on all other materials or information made available by Dertien11, rest exclusively with Dertien11 and/or its licensors.

9.2 Nothing in these Dertien11 conditions and/or the Agreement implies a transfer of IP Rights. The Client only obtains the non-exclusive and non-transferable right to use the Services for the purposes specified in the Agreement and under the conditions stated in the Agreement. Unless otherwise specified in writing, the granted usage right applies only to the Netherlands.

9.3 The Client is not allowed to remove or alter any indication regarding IP Rights from the results of Services.

9.4 Dertien11 expressly does not waive its moral rights as mentioned in Article 25 of the Copyright Act.

9.5 Dertien11 is allowed to use the Services and the materials used for the execution of the Agreement, such as designs, drawings, films, software (electronic) files, reports, formats, and interviews for its promotion and/or publicity unless otherwise specified in the Agreement.

9.6 Dertien11 reserves the right to apply technical protective measures in the Services. The Client is not allowed to circumvent these technical protective measures or offer means for that purpose.

9.7 Dertien11 indemnifies the Client against claims from third parties based on the assertion that Services developed by Dertien11 itself infringe any IP Right valid in the Netherlands, provided that the Client immediately informs Dertien11 in writing of the existence and content of the claim and leaves the handling of the case, including making any settlements, entirely to Dertien11. The Client will provide Dertien11 with the necessary powers of attorney, information, and cooperation to defend against these claims if necessary.

9.8 The above indemnification obligation lapses if the alleged infringement is related to: (i) materials provided by the Client to Dertien11; and/or (ii) changes made by the Client to the Service or have been made by the Client.

## **Article 10 Privacy**

10.1 If Personal Data of the Client's customers must be processed by Dertien11 in the context of performing the Services, Dertien11 must be considered as the "Processor" within the meaning of the General Data Protection Regulation and the Client as the "Controller". 10.2 Personal Data is processed in accordance with the Processor Agreement.

## **Article 11 Confidentiality**

11.1 The Parties will treat all information they receive from each other in any form - written, oral, electronic, or tangible - including but not limited to software (source) code, programs, applications, customer data, know-how, technical specifications, documentation ("Confidential Information") as strictly confidential and keep it secret.

11.2 The Parties will only use the Confidential Information for the purposes for which it was provided and will take at least the same duty of care and guarantee that apply to their own internal confidential information. The Parties will only provide Confidential Information to employees insofar as this is necessary in the context of the (execution of the) Agreement.

11.3 The obligation of confidentiality of the Confidential Information does not apply insofar as the Party receiving the information can prove that the relevant information: i) was already known to him at the time of receipt; ii) was already publicly known at the time of receipt; iii) has become publicly known after receipt without this being attributable to the receiving Party; iv) has been lawfully received from a third party together with the right to disclose it freely without any obligation of confidentiality; v) must be provided based on laws or regulations or pursuant to a court order, and the providing Party has informed the other Party

of such mandatory disclosure; vi) has been disclosed with the approval of the providing Party.

11.4 Each Party will only employ employees of the other Party involved in the execution of the Agreement during the term of the Agreement and for one (1) year after its termination with the prior approval of the other Party.

## **Article 12 Liability**

12.1 The liability of Dertien11 due to attributable shortcoming in the fulfillment of its obligations and/or on the grounds of unlawful act is limited to compensation for direct damage suffered by the Client up to a maximum of the amount paid out in the relevant case by the insurance of Dertien11 or up to a maximum of the amount of the fee agreed for the execution of the Agreement, where in the case of continuous agreements, the agreed fee for one year applies.

12.2 Direct damage exclusively includes: i) reasonable costs that the Client would have to incur to make the performance of Dertien11 conform to the Agreement; however, this replacement damage is not compensated if the Agreement is dissolved by or at the request of the Client; ii) reasonable costs incurred by the Client to keep its old system or systems and related facilities operational for a longer period due to Dertien11 not delivering on a binding final delivery date, reduced by any savings resulting from the delayed delivery; iii) reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to direct damage within the meaning of this Agreement; iv) reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage within the meaning of this Agreement.

12.3 Any liability of Dertien11 for other than direct damage ("indirect damage"), including but not limited to consequential damage, loss and/or damage of data, loss of profit, and loss of turnover, is excluded.

12.4 The limitations mentioned in the preceding paragraphs of this article do not apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of Dertien11 or its executives ("own actions").

12.5 The liability of Dertien11 due to attributable shortcoming in the fulfillment of an Agreement arises in all cases only if the Client has immediately and properly given written notice of default to Dertien11, providing a reasonable period to remedy the attributable shortcoming, and Dertien11 continues to fail in the fulfillment of its obligations even after that period, except in the case of a permanent attributable shortcoming. The notice of default must contain a description of the shortcoming as complete and detailed as possible, so that Dertien11 is able to respond adequately.

12.6 The condition for the creation of any right to compensation is always that the Client reports the damage to Dertien11 in writing as soon as possible after it arises. Any claim for compensation against Dertien11 lapses by the mere passage of twelve (12) months after the creation of the claim.

12.7 The use by the Client of the Services is entirely at the Client's own risk and responsibility. Dertien11 accepts no liability for the use that the Client makes of the Services. The Client indemnifies Dertien11 against any claims from third parties arising from the use of the Services by the Client.

### **Article 13 Force Majeure**

13.1 There is no attributable shortcoming in the fulfillment of the Agreement by the Parties in the event of force majeure.

13.2 Force majeure includes interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failures of suppliers of the Parties, failures of third parties engaged by the Parties, failures in internet connection, hardware failures, failures in (telecommunications) networks, and other unforeseen circumstances.

13.3 If the force majeure lasts at least thirty (30) days, the Parties are entitled to dissolve the Agreement without being obliged to pay any compensation, undoing, or compensation for this dissolution.

13.4 If Dertien11 can still perform partially during the force majeure or has performed, it is entitled to perform or invoice this performance separately as if it were a separate Agreement.

### **Article 14 Transfer of Rights and Obligations**

14.1 The rights and obligations under the Agreement can only be licensed and/or transferred to third parties by the Parties if the other party agrees in writing.

### **Article 15 Settlement and Mediation**

15.1 If a dispute between the Parties cannot be resolved satisfactorily, the dispute will first be submitted to authorized representatives of the Parties to explore the possibilities of a settlement or to an independent mediator for mediation before being submitted to the court.

### **Article 16 Applicable Law and Competent Court**

16.1 These General Terms and Conditions are exclusively governed by Dutch law.

16.2 The applicability of the Vienna Sales Convention is excluded.

16.3 Any disputes that arise between Dertien11 and the Client in the context of or in connection with this Agreement will be exclusively submitted to the competent court in the district of Rotterdam.

## **APPENDIX: CONSULTANCY**

### **Article 1 Applicability**



1.1 The provisions listed in this Appendix apply in addition to the general provisions of the Dertien11 conditions if the Client receives Services from Dertien11 in the field of consultancy and/or training or the hiring of professionals on an hourly basis with an obligation of effort, hereinafter referred to as "Consultancy".

## **Article 2 Consultancy**

2.1 All Consultancy services provided by Dertien11 will be carried out in accordance with and under the conditions of the provisions of the Agreement.

2.2 Dertien11 will exercise the utmost care with regard to the interests of the Client when providing the Services. In particular, Dertien11 will ensure confidentiality of all data and information provided by the Client in the context of the Agreement to Dertien11.

2.3 If the Agreement is concluded regarding Consultancy services provided by a specific person, Dertien11 is always entitled to replace this person with one or more other equally qualified persons.

2.4 Insofar as the Consultancy services are provided at the Client's premises, the Client will ensure an adequate and safe workplace. The Client will ensure that Dertien11 employees are informed of any local health and safety regulations.

2.5 The Client will ensure that its employees and other independent contractors fully cooperate with (employees of) Dertien11 in connection with the provision of Consultancy services and provide them with all information reasonably required for the proper execution of the Consultancy services.

## **Article 3 Rates and Working Hours**

3.1 The daily rate applied by Dertien11 for Consultancy services is based on days of [eight hours]. The Client will reimburse Dertien11 for travel expenses and costs incurred in the provision of such services unless otherwise specified in the Agreement.

3.2 The Client can also order training from Dertien11 (scheduled lessons on location at Dertien11 or on-site) at rates and on days as agreed in the Agreement.

## **APPENDIX: LEAD GENERATION**

### **Article 1 Applicability**

1.1 The provisions listed in this Appendix apply in addition to the general provisions of the Dertien11 conditions if the Client receives Services from Dertien11 in the field of lead generation, hereinafter referred to as "Lead Generation".

### **Article 2 Nature of Lead Generation Activities**

2.1 The Client acknowledges that Lead Generation activities will always be carried out on a best-effort basis. Since Dertien11 is dependent on external factors such as continuously changing algorithms of search engine service providers and (online) platforms, Dertien11 cannot guarantee any specific results.

2.2 Unless otherwise agreed in writing, the Client's use of advice provided by Dertien11 is always at the Client's own risk and expense.

2.3 The Client provides the login details of its online platforms to Dertien11 and gives explicit permission for the use of these login details by Dertien11 to execute the Lead Generation assignment.

2.4 The potential risks arising from providing the login details to Dertien11 are entirely at the Client's risk and expense. If damage results from these potential risks for the Client, this damage will never be at the expense of Dertien11.

2.5 The Client acknowledges that a Lead Generation assignment does not involve the purchase of (Personal) data. A Lead Generation assignment means that Dertien11 generates leads on behalf of the Client under the Client's instructions and responsibility.

2.6 In the context of Lead Generation activities, the Client is responsible for determining a purpose and legal basis for processing Personal Data as referred to in the General Data Protection Regulation. Dertien11 processes Personal Data only to execute the assignment provided by the Client. The Client indemnifies Dertien11 against all claims from third parties, including but not limited to penalties imposed by supervisory authorities based on the assertion that there is no valid purpose and/or legal basis for processing Personal Data in the context of the agreed assignment.

## **APPENDIX: PROCESSOR AGREEMENT**

### **Article 1 Applicability**

1.1 The provisions listed in this Appendix apply in addition to the general provisions of the Dertien11 conditions if Dertien11 processes Personal Data on behalf of the Client. The articles of this Appendix together constitute a Processor Agreement. The Agreement specifies which Personal Data Dertien11 processes on behalf of the Client.

### **Article 2 Scope and Purpose**

2.1 The subject of this Processor Agreement is to make agreements about the processing of Personal Data as referred to in Article 28(3) of the General Data Protection Regulation.

2.2 Based on the applicable laws and regulations, and in the context of processing Personal Data, the Parties recognize and acknowledge the following roles (including the associated responsibilities): the Client is the controller, Dertien11 is the processor, and any third party engaged by Dertien11 that processes Personal Data is a sub-processor.

2.3 Dertien11 processes Personal Data only on behalf of and under the instructions of the Client. If the instructions cannot be followed within the agreed work and services, the Parties will discuss the (financial) consequences of compliance. Dertien11 will inform the Client if an instruction given by the Client is, in the opinion of Dertien11, contrary to the applicable laws and regulations concerning the processing of Personal Data.

2.4 Dertien11 will process Personal Data only for the Client's benefit in the context of the agreed work and services and is not permitted to process the Client's Personal Data for its own purposes other than agreed or to provide it to third parties.

### **Article 3 Confidentiality**

3.1 Each Party will take all reasonably necessary measures to ensure the confidentiality of Confidential Information as much as possible in connection with the execution of the Agreement.

3.2 The data obtained from the Client and the Personal Data to be processed by Dertien11 will not be provided by Dertien11 to third parties unless written permission has been granted by the Client, or unless it is necessary for the execution of the agreed work and services, the fulfillment of a legal obligation, a request from an authority, or a court order.

3.3 Dertien11 ensures that the data is only provided to personnel on a need-to-know basis and that only personnel involved in the execution of the agreed work or services have access to (the processing of) Personal Data.

### **Article 4 Technical and Organizational Measures**

4.1 The Parties will ensure compliance with applicable laws and regulations, including laws and regulations on data protection such as the General Data Protection Regulation.

4.2 Dertien11 implements appropriate technical and organizational measures to secure Personal Data against loss or any form of unlawful processing. These measures guarantee a level of security appropriate to the risks of the processing and the nature of the data to be protected, taking into account the state of the art and the costs of implementation. The measures are also aimed at preventing unnecessary collection and further processing of Personal Data. Upon the Client's request, Dertien11 will provide documentation showing which measures have been implemented.

4.3 The Client will implement appropriate technical and organizational measures to secure Personal Data against loss or any form of unlawful processing for the part for which it is responsible. These measures guarantee a level of security appropriate to the risks of the processing and the nature of the data to be protected, taking into account the state of the art and the costs of implementation. The measures are also aimed at preventing unnecessary collection and further processing of Personal Data. This includes, for example: (i) business processes that comply with relevant data protection laws; (ii) authorization models ensuring that personnel who have no or limited involvement with certain data have no or regulated access to that data; (iii) securing workstations; (iv) an adequate password and access policy.

4.4 The Client informs Dertien11 before the agreed work or services start about the technical and organizational measures taken by the Client as referred to in the previous article paragraph. It is the responsibility of the Client to timely notify Dertien11 of new or adjusted policies regarding the technical and organizational measures that it must take by law and commercial standards.

4.5 The Client assesses whether a data protection impact assessment (DPIA) as referred to in Article 35 of the General Data Protection Regulation is necessary. If Dertien11 considers that a DPIA should be conducted in a specific case, it will inform the Client and request the Client to conduct a DPIA.

4.6 If the Client has conducted a data protection impact assessment (DPIA) in the context of processing Personal Data, the Client provides Dertien11 with a copy of the results and any measures to be taken or already taken before the agreed work or services start.

4.7 The Client is entitled to have the measures taken by Dertien11 assessed by an independent expert during the term of the Agreement through an audit under the following conditions: (i) the audit is announced in good time by the Client; (ii) the costs (including the costs of the independent third party and the costs for making one or more Dertien11 employees available to support the auditor at the hourly rate for the relevant employee(s)) for the audit are borne by the Client; and (iii) the result of the audit is discussed with Dertien11; (iv) the Client and/or the auditor first take note of the audit reports already present at Dertien11, and the audit is limited to any omissions, follow-up points, and/or a possibly (too) limited scope.

## **Article 5 Third Parties**

5.1 Dertien11 may use a sub-processor. The Client hereby gives prior general permission for the engagement of sub-processors. The list of sub-processors is attached to this Processor Agreement. This list can be expanded at Dertien11's discretion. If Dertien11 expands the list with new sub-processors, the Client will be notified in time, giving the Client the opportunity to object to the intended new sub-processors.

5.2 If and insofar as the objection referred to in the previous paragraph is reasonable and justified, Dertien11 and the Client will seek reasonable solutions to address the objections and meet the wishes. If the Client and Dertien11 cannot reach a workable solution, the Client is entitled to terminate the Processor Agreement and the Agreements related to and/or associated with it with a notice period of 30 (thirty) days.

5.3 Dertien11 is not allowed to transfer Personal Data outside the EU/EEA without the Client's permission. This does not apply to transfers to sub-processors as set out in the Appendix to this Processor Agreement.

5.4 Dertien11 will, if possible, conclude sub-processor agreements with the sub-processors mentioned above.

5.5 Dertien11 cannot guarantee for each sub-processor that Dertien11 will be informed by the sub-processor about changes concerning sub-sub-processors.

5.6 Dertien11 is allowed to engage a company from the group of companies as referred to in Article 2:24b of the Dutch Civil Code as a sub-processor without the Client's prior consent.

## **Article 6 Data Breaches, Rights of Data Subjects, and Cooperation of Dertien11**

6.1 If Dertien11 suspects or becomes aware that the Client's Personal Data has been compromised (security breach or data breach), Dertien11 will notify the Client as soon as possible. The Client will then assess whether to inform the data subjects and/or report the incident to the designated supervisory authority. The Client is always responsible for any legal obligation to do so.

6.2 If a data subject directs a request for access, correction, or deletion to Dertien11 or wishes to exercise any other right to which they are entitled, Dertien11 will forward the request to the Client, and the Client will handle the request further. Dertien11 will inform the data subject accordingly.

6.3 At the request of the Controller, the Processor will provide all necessary information to demonstrate compliance with the obligations under the General Data Protection Regulation. Dertien11 has the right to charge the Client for the costs incurred in this regard. 6.4 At the Client's request, Dertien11 will assist the Client concerning: a) the security of the processing of Personal Data; b) reporting breaches to the supervisory authority (data breaches); c) communication of breaches to data subjects; d) data protection impact assessments; e) prior consultation with the supervisory authority (if necessary).

6.5 The assistance referred to above can be charged by Dertien11 based on a reasonable fee unless the assistance results from an attributable shortcoming in the fulfillment of this Processor Agreement by Dertien11 or the result of non-compliance with obligations under the General Data Protection Regulation by Dertien11.

## **Article 7 Other Provisions**

7.1 The Client guarantees that the content, use, and assignment to process Personal Data as intended in this Processor Agreement are not unlawful and do not infringe on any third-party rights. The Client indemnifies Dertien11 against all claims and claims related thereto.

7.2 Upon termination of the Agreement, Dertien11 will destroy the Client's Personal Data or, if requested by the Client, deliver the Personal Data to the Client before destroying it. Dertien11 will provide a statement upon the Client's first request that the Personal Data has been destroyed.

7.3 The Client is responsible for choosing the method by which it delivers data to Dertien11. It is therefore its responsibility to verify whether the manner of delivering data to Dertien11 complies with the relevant legislation and/or (internal compliance) regulations. The Client indemnifies Dertien11 against all claims and/or damage if and insofar as the data is not delivered in accordance with relevant regulations and/or (internal compliance) regulations to Dertien11.