



## General Terms and Conditions of Privacy Management Partners

### LEGAL NOTICE

This English version of the General Terms and Conditions is for informational purposes only.

The Dutch version of the General Terms and Condition is the only legally binding document, together with any specific or additional clauses agreed between the Customer and Privacy Management Partners, whether such clauses are in English or in Dutch.

### Definitions and applicability of the General Terms and Conditions

#### Article 1: Definitions

1. "General Terms and Conditions" will mean Privacy Management Partners Coöperatie U.A.'s General Terms and Conditions.
2. "Privacy Management Partners" or "PMP" will mean Privacy Management Partners Coöperatie U.A., with its registered office in Utrecht, the Netherlands, and listed in the Chamber of Commerce under number 58176691.
3. "Employee" will mean any person who has an employment contract under civil law with PMP for a definite or indefinite period of time.
4. "Self-employed" will mean persons who do not have an employment contract under civil law with PMP, but who carry out Assignments on behalf of PMP.
5. "Client" will mean the legal entity or natural person that furnished the Assignment for the work.
6. "Assignment" will mean the Agreement between Privacy Management Partners and the Client. If there is a master Agreement, "Assignment" will mean each separate purchase order under the master Agreement.
7. "Deliverable" will mean Secondment, Training, DPO-ship and/or Consultancy work, or any other work carried out by PMP on behalf of the Client.
8. "Secondment" will mean (the duration of) the temporary posting of a PMP Employee to be deployed under the Client's management and supervision.
9. "Training" will mean meetings in which participants acquire new knowledge, attitudes and skills.
10. "DPO-ship" will mean the performance of work in the context of an appointment within the meaning of the first paragraph of Art. 37 GDPR, in conjunction with the sixth paragraph.
11. "Consultancy work" will mean any work that involves providing expertise to a third party for remuneration. Work may include consulting work, implementation work, or work otherwise related to compliance management.
12. "Quote" will mean the work specified to a greater or lesser extent and the budget for the costs associated with this work.
13. "Assignment confirmation" will mean the Client's oral, written or electronic approval of the Quote offered by Privacy Management Partners or Privacy Management Partners' oral, written or electronic confirmation to the Client in which the work is described.
14. "Agreement" will mean these General Terms and Conditions, the document granting the Assignment, or the Assignment confirmation (including the Quote issued by Privacy Management Partners, insofar as the parties have not deviated from this later), together with any other

documents expressly accepted by Privacy Management Partners, which apply to the relationship between Privacy Management Partners and the Client.

15. "Rate" will, unless otherwise stated, mean the financial fee determined by Privacy Management Partners for the product delivered or service rendered (in proportion to time or otherwise), excluding VAT and other government-mandated levies or taxes, as well as excluding Ancillary costs.
16. Client "Ancillary costs" will in any event mean travel and lodging costs, the project management surcharge and any other costs which reasonably should be paid by the Client and are not already included in the Rate, such as licensing costs, the costs of utilizing third parties, the costs of materials, shipping costs and special storage costs (including digital storage).

#### Article 2: Application and scope

1. These Terms and Conditions will apply to any Quotes, offers, work, or oral or written Agreements between the Client and Privacy Management Partners, insofar as the parties have not expressly deviated from these Terms and Conditions in writing.
2. If PMP accepts the Client's general terms and conditions, the PMP General Terms and Conditions shall additionally apply insofar as they concern subject matter that is not already covered by the Client's general terms and conditions, unless the Client has expressly rejected PMP's General Terms and Conditions in writing.
3. Subject to the provisions in Article 7, these Terms and Conditions will likewise apply to Agreements with Privacy Management Partners for which Privacy Management Partners must procure third parties for performance.
4. In addition to and by way of supplement to the provisions in paragraph 1 of this Article, these General Terms and Conditions will apply to new Assignments if the Client has expressly or tacitly accepted the applicability thereof regarding a previous Assignment granted to Privacy Management Partners.
5. The applicability of general or specific terms and conditions utilized by the Client is hereby explicitly rejected, even if priority has been stipulated in those terms and conditions, unless the applicability of these terms and conditions was expressly accepted in writing or electronically by Privacy Management Partners beforehand.
6. Privacy Management Partners may amend these General Terms and Conditions at any time. The amended Terms and Conditions will apply to Assignments granted on or after the amendment date, as well as to pending Assignments insofar as the Client has not, within thirty (30) days after the amended Terms and Conditions were sent, rescinded the Agreement or, through a written rejection of the amended Terms and Conditions, demanded that the previous Terms and Conditions remain applicable to the Assignment. Insofar as an Assignment had already been granted before the date that the General Terms and Conditions were amended, the amended Terms and Conditions will apply, provided they were sent to the Client in writing or electronically after having been amended and insofar as no work has been performed yet and the Client has not immediately objected to this. In the event of non-timely termination or rejection, the Agreement will be tacitly continued based on the amended General Terms and Conditions.
7. Should Privacy Management Partners not always require strict compliance with these Terms and Conditions, this will not mean that the provisions do not or no longer apply or that Privacy Management Partners will to any extent



lose the right to require strict compliance with these Terms and Conditions' provisions in other instances.

8. If one or more provisions in these General Terms and Conditions are invalid or voided in whole or in part at any time, the other provisions in these General Terms and Conditions will remain fully applicable. If a provision that is invalid or voided in whole or in part pursuant to the previous sentence is replaced, this new provision will be formulated in the spirit of the original provision.
9. Privacy Management Partners may draw up Supplemental Terms and Conditions for specific services or products. These General Terms and Conditions will apply to anything that has not been expressly provided for in the Supplemental Terms and Conditions.

#### **Formation of the Agreement**

##### Article 3: Offer and acceptance

1. Upon request, Privacy Management Partners will submit a Quote to the Client for approval before the work starts. Based on the information furnished by the Client regarding the Assignment, the Quote will reflect the number of hours expected to be spent on an Assignment or the individual elements thereof or the budgeted or other price for the work or products. Unless expressly stated otherwise, any hours and/or prices mentioned in the Quote will be indicative and will be billed based on subsequent costing. Insofar as the Quote is significantly deviated from while the Assignment is being performed, Privacy Management Partners will inform the Client at the earliest possible stage.
2. Unless expressly stated otherwise or expressly or tacitly accepted by Privacy Management Partners, a written or oral Quote and related price estimate and schedule for the work by Privacy Management Partners will be non-binding and valid for fifteen (15) days. The Client will expressly accept that the date of acceptance of the Quote by the Client or the date that the Agreement is entered into may result in a different start date for the work than indicated in the Quote, even if acceptance occurs within the period mentioned in the first sentence. A delay in starting the work due to delayed acceptance of the Quote by the Client of any nature may never be invoked against Privacy Management Partners.
3. The Agreement will be formed when (i) the Client has accepted Privacy Management Partners' Quote orally, in writing or electronically within the period mentioned in paragraph 2, subject to the provisions in paragraph four (4) of this Article or (ii) the Client indicates orally, in writing or electronically that it wishes to use Privacy Management Partners' services and Privacy Management Partners has accepted the Assignment through an Assignment confirmation or (iii) the work actually starts after an oral, written or electronic Assignment or request by the Client.
4. An oral offer by Privacy Management Partners will cease to apply if it is not accepted immediately. If it is accepted immediately, however, the agreement will be formed.
5. In the case of oral acceptance, awareness by the Client that Privacy Management Partners has started the work, without the Client's having immediately objected to this in writing, will constitute proof of the Assignment.
6. If a no-obligation offer, which does not mention a period for acceptance, is accepted by the Client, Privacy Management Partners may revoke the offer within six business days after receiving this acceptance. If it does not do this, the Agreement will be formed after six business days have passed.
7. Privacy Management Partners cannot be bound by its Quotes or offers or the Assignment confirmation based on

them if the Client could have reasonably understood that the Quote or a portion of it included an obvious mistake or slip of the pen. Privacy Management Partners may unilaterally correct such a mistake or slip of the pen in a binding manner.

8. A Client's sending Assignment offers and/or other documentation will not oblige Privacy Management Partners to accept the Assignment concerned, not even if such documentation is sent in connection with a framework agreement previously concluded between Privacy Management Partners and the Client. Privacy Management Partners will inform the Client as soon as possible that the Assignment has not been accepted.
9. Notwithstanding the provisions in Sections 7:404 and 7:407(2) of the Dutch Civil Code [*Burgerlijk Wetboek*], any Assignments will be deemed to have solely been furnished to and accepted by Privacy Management Partners.
10. The Agreement will be entered into for a definite period of time, unless it follows from the substance, nature or effect of the Assignment granted by the Client that this has been entered into for an indefinite period of time.

#### **Substance and performance of the assignment, modification**

##### Article 4. Substance and performance of the assignment

1. The Client will specify the substance and scope of the Assignment prior to the work. Insofar as the Client fails to do this or allows there to be uncertainty about this, the scope of the Assignment will be determined by what Privacy Management Partners has communicated in its Quote or Assignment confirmation to the Client, insofar as the Client has not immediately objected to this scope.
2. Privacy Management Partners will perform the Assignment and any contract extras as best it can and in accordance with high standards, based on the information available at that time.
3. Subject in part to the provisions in Article 7, Privacy Management Partners hereby reserves the right to designate persons who will perform the Assignment and, if necessary, to replace or supplement them, without the Client's being entitled to rescind the Agreement based on this. If the Client indicates a preference for a specific Employee or Employees of Privacy Management Partners to perform the work, Privacy Management Partners will reasonably take this into account in planning the work.
4. Privacy Management Partners may furnish draft documents or give interim oral or written recommendations before the work is completed. Final versions and final recommendations will prevail over previous versions and recommendations. The Client may not invoke draft documents or interim recommendations without written confirmation by Privacy Management Partners of the correctness and/or completeness of the recommendations.
5. Privacy Management Partners need not update final versions or final recommendations in response to new events or developments which may occur after the work ends. Insofar as Privacy Management Partners does update these, though, this will be considered contract extras as referred to in Article 6.6.
6. If it has been agreed that the work will be performed in phases, Privacy Management Partners may delay starting the work that is part of a subsequent phase until the Client has accepted in writing the results of the previous phase and/or all amounts owed have been paid.
7. The Client will accept that contract extras may affect what has been agreed on or the expected date of completion of the original Assignment and Privacy Management Partners' and the Client's reciprocal obligations.



8. The recommendations, conclusions, opinions, expectations and/or advice given by Privacy Management Partners may not under any conditions or circumstances be construed as a guarantee concerning future events or circumstances.
9. In principle, the work will be performed at Privacy Management Partners' business address ("work location"), unless expressly agreed otherwise or the nature of the work reasonably suggests otherwise.
10. Travel from, to or for the Client will always occur at the request or in consultation with the Client.

#### Article 5: Cooperation by the Client

1. The Client will fully cooperate with Privacy Management Partners as reasonable to carry out the work properly, including providing access to information systems and computer or other files, insofar as Privacy Management Partners deems this necessary. The Client will in any event furnish any information relevant to the Assignment in a timely manner, on its own initiative or upon request. Privacy Management Partners will be entitled to assume that this information is correct, complete, reliable and lawful. The Client will warrant that it is authorized to furnish the information or documents to Privacy Management Partners, its Employees or its sub-contractors and that it has obtained any necessary permissions, licenses or permits.
2. If Privacy Management Partners performs work on site at the Client and/or uses the Client's ICT facilities, the Client will, at its own expense, ensure that there is sufficient workspace and other facilities, which comply with all of the requirements under the working conditions laws.

#### Article 6: Modification of the assignment, contract extras

1. The parties will inform each other as soon as possible if there are significant changes in the number of estimated or other hours, the estimated or other turnaround time, the expected delivery date and/or the agreed nature of the work, as well as if other circumstances arise which adversely affect proper or timely fulfilment of the Assignment. They will then consult with one another as soon as possible to examine the extent to which this should result in modification of the Assignment. During such consultation, the parties will take into account each other's legitimate interests.
2. The Assignment may be modified orally, in writing or electronically. The changes to the Assignment agreed on orally by the parties must be confirmed in writing or electronically by the Client to Privacy Management Partners. Insofar as Privacy Management Partners confirms the orally agreed changes to the Client in writing or electronically, these will be deemed to be binding, unless the Client cancels them in writing or electronically immediately, but in any event not later than within one (1) business day.
3. Any additional costs due to changes in the Assignment will be paid by the Client. If an agreed performance period is unexpectedly accelerated by the Client, any additional costs – for example, if this gives rise to overtime work or utilization of third parties and an obligation to pay for this – will be charged entirely to the Client.
4. The Client will accept that the time schedule for the Assignment may be affected if the parties agree in the interim to broaden and/or change the approach to, process for or scope of the Assignment and/or ensuing work.
5. If the change in the Assignment results in the work substantially being reduced, this will constitute termination (in whole or in part), and the provisions in Articles 13 and 14 will apply. The prior sentence will never

apply to not purchasing services or products offered under a framework agreement.

6. If Privacy Management Partners performs work beyond the scope of the original or modified Assignment without issuing a new a Quote, this will be considered contract extras. A change in the Assignment as referred to in the first paragraph will not be viewed as contract extras. Privacy Management Partners will only perform contract extras after a supplemental Assignment to this effect by the Client or, if on Privacy Management Partners' recommendation, with the Client's prior oral, written or electronic permission. Articles 3.3(ii) and (iii) and Articles 3.4 through 3.8 will apply by analogy to contract extras. The substance and expected duration of the contract extras will be determined by Privacy Management Partners and the Client in mutual consultation. Unless explicitly agreed otherwise in writing, this provision will also expressly apply to situations in which there are contract extras without Privacy Management Partners' having included a specific contract extras clause in its Quote based on which the Agreement was formed.

#### **Utilization of third parties**

##### Article 7: Third parties

1. Third parties will only be utilized with the Client's prior written permission. Privacy Management Partners will always remain the contracting party and contact point for the Client. Insofar as the third party applies its own general terms and conditions, they will apply in addition to these General Terms and Conditions, unless expressly agreed otherwise by Privacy Management Partners and the Client.
2. In utilizing third parties, Privacy Management Partners will, subject to the provisions in paragraph 1 of this Article, exercise the necessary care and caution and will inform the Client if and insofar as necessary about utilizing the third parties. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code [*Burgerlijk Wetboek*] will expressly not apply.

#### **Non-solicitation**

##### Article 8: Hiring an Employee or Self-employed

1. The Client intending to enter into an employment relationship with an Employee or Self-employed deployed by Privacy Management Partners on behalf of the Client, shall inform Privacy Management Partners in writing in a timely manner, before giving effect to such intention.
2. The Client shall not make an Employee or Self-employed, whose deployment on behalf of the Client has not yet been validly terminated, an offer to enter into a direct or indirect employment relationship, including an employment contract under civil law.
3. If the Client enters into an employment relationship with a deployed Employee or Self-Employed in accordance with this article, Privacy Management Partners reserves the right to terminate the Assignment from the day such employment relationship commences.
4. If the Client enters into an employment relationship with a deployed Employee within six months of the termination of the Engagement, the Client shall owe Privacy Management Partners a compensation amounting to 50% of the last-earned gross annual salary, including holiday allowance and including a fixed employer's bonus of 8% over the gross annual salary of the Employee concerned.
5. If the Client enters into an employment relationship with a Self-employed, who accepted an Assignment on behalf of Privacy Management Partners for a definite or indefinite



period of time, before the Self-employed – on the basis of that Assignment – has worked 1040 hours, the Client shall owe Privacy Management Partners a fee amounting to 25% of the last applicable Rate over 1040 hours, minus the hours already worked by that Self-employed within the context of the Assignment.

6. The obligations of this article also apply in case the Client has approached the Employee through an intermediary.
7. The obligations of this article apply only to employment relationships that are similar in terms of knowledge and expertise to the services provided by PMP, which in any case include Secondment, Training, DPO-ship and Consultancy.

#### **Performance periods, delay, suspension**

##### Article 9: Delay in performance

1. Unless expressly agreed on otherwise in writing with the Client, the performance periods communicated by Privacy Management Partners to the Client will not be strict deadlines, but will merely constitute reasonable estimates. Thus, if Privacy Management Partners exceeds the period, this will not represent a breach of contract as referred to in Article 14.2, and will not afford the Client any right to damages or rescission of the Agreement nor any right to suspend any obligation or payment towards Privacy Management Partners, unless there has been willful misconduct or gross negligence by Privacy Management Partners.
2. The additional costs and additional fees ensuing from the delay in performing the work which arise because of the Client's not providing the requested information and documents referred to in Article 5 or not doing so in a timely or proper manner or because of the Client's not cooperating or not doing so in a timely or proper manner, including making employees available, will be paid by the Client.
3. If there is a delay because Privacy Management Partners' employees or agents are unavailable, Privacy Management Partners will endeavor to find suitable replacements at its own expense.

##### Article 10: Suspension

1. Privacy Management Partners may suspend the work or delivery if and insofar as the Client does not fulfil its obligations or does not do so in a complete or timely manner, or if, after entering into the Agreement, Privacy Management Partners learns of circumstances which give it good reason to fear that the Client will not or cannot fulfil its obligations. Likewise, Privacy Management Partners may suspend the work or delivery if, because of delays or negligence by the Client, Privacy Management Partners cannot be required to fulfil the Agreement under the conditions originally agreed on. The right of suspension referred to in this paragraph will not affect Privacy Management Partners' right to terminate the Agreement in accordance with Articles 13 and 14.
2. If Privacy Management Partners suspends the work or delivery, it will not in any way be obliged to compensate any damage or costs that arise. The provisions in Article 6 will not apply to the suspension as such.
3. Each party may suspend the Assignment or delivery if it is impeded by the acts or omissions of the other party or its personnel, including in any event threats or violence against it or its employees. Insofar as reasonably possible, Articles 6.1, 24.1 and 14.3 will apply by analogy in that case.

#### **Rate, costs and payment terms**

##### Article 11: Rate and costs

1. The work will be performed at Privacy Management Partners' standard Rates and prices, unless another fee has expressly been agreed on with the Client in writing or electronically.
2. PMP maintains the following standard Rates: For a Partner three hundred and twenty-five (325) euros per hour, for a Principal Associate two hundred and fifty (250), for a Senior Associate two hundred (200), for a Medior Associate one hundred and seventy (170), for a Junior Associate one hundred and thirty (130) and for a Paralegal Associate one hundred (100) euros.
3. Unless expressly agreed otherwise in writing or electronically, all Rates and prices will be exclusive of VAT and Ancillary costs.
4. If the parties do not expressly intend the work to be performed for a fixed price, the Client cannot derive any rights or expectations from any pre-calculation or budget issued by Privacy Management Partners.
5. Unless expressly agreed otherwise in writing or electronically, travel costs for domestic trips to, from or for the Client will be charged at the Rate of one (1) euro per kilometer for each Employee, calculated from the work location referred to in Article 4.9.
6. Unless expressly agreed otherwise in writing or electronically, travel costs for foreign trips to, from or for the Client will be charged at the Rate of fifty (50) percent of the agreed Rate for the work or of the standard hourly Rate applicable to the Employee concerned, calculated from the work location referred to in Article 4.9, with a maximum of ten (10) hours per one-way trip, and the transportation costs will be charged as well, with nineteen euro cents (0.19 euros) per kilometer being calculated for a trip by car. For other travel costs, including in any event overnight stays, meals and taxes, the actual costs will be charged on to the Client. Any travel costs may only be incurred or charged on insofar as, given the destination of the trip, the schedule for the work and/or the availability, they are reasonable.
7. Unless expressly agreed otherwise, the contract extras referred to in Article 6.6 will be paid for at the same Rates as those at which the original Assignment was performed.
8. If Privacy Management Partners and a Client have not agreed on a fixed price, Privacy Management Partners reserves the right to adjust its Rates annually at the prevailing price level, effective from the 1st of January. Client may terminate the Agreement in writing within one month, unless such price increase arises from laws or regulations, more specifically taxes or fees owed by Privacy Management Partners.

#### **Client**

##### Article 12: Payment terms

1. Notwithstanding the provisions in the following paragraphs of this Article, payment must be made, without any deduction or set-off, within fourteen (14) days of the invoice, unless another payment period was agreed on in writing or electronically and has been indicated as such in the invoice.
2. Unless payment after the Assignment ends has expressly been agreed on, Privacy Management Partners will, at its discretion, charge for its work through interim monthly or other invoices or after completion of a separate portion of the work or of the work (or a portion thereof) pursuant to a purchase order within a framework agreement. Unless otherwise stated in writing, the amounts owed for



products delivered will be invoiced upon or after delivery of the product.

3. Payment must be made to Privacy Management Partners and to an account number to be designated by Privacy Management Partners. The Client may not under any circumstances make payments for or on behalf of Privacy Management Partners to third parties, sub-contractors or suppliers engaged independently by Privacy Management Partners.
4. Privacy Management Partners may require an advance payment from the Client before performance of the work begins and/or while the work is being performed. At the time of final settlement, an advance invoice will be set off against the Rates and Ancillary costs actually owed then.
5. If the Client does not fulfil its payment obligations towards Privacy Management Partners in whole or in part within the agreed period, it will be deemed to be in default by operation of law and it will, without any prior demand or notice of default being necessary, owe interest on the outstanding invoice amount from the date on which the invoice should have been paid to the date on which the invoice is paid in full. For each month (or portion thereof) that the payment period is exceeded, this interest will equal one-twelfth of the statutory interest rate applicable at the time of invoicing. The provisions in Article 14.2 will not apply in this case.
6. The Client will be responsible for any court or out-of-court costs incurred to collect the amounts owed and not timely paid by the Client. Submission of the relevant invoices will suffice to prove that such incurred costs are due and payable.
7. Privacy Management Partners will be entitled to have the payments made by the Client applied first to settle the costs, then the interest that has fallen due, and, finally, the principal and current interest.
8. The fees owed by the Client will not depend on the result of the work.
9. Objections concerning the invoice amount must be submitted in writing to Privacy Management Partners within seven (7) days after the invoice is sent. The payment period will not be suspended on account of such an objection.

#### **End of the agreement and consequences thereof**

##### Article 13: Termination

1. Unlike a framework agreement, the Agreement will end upon completion of the work by Privacy Management Partners or delivery of the product ordered and full payment by the Client of the invoice or invoices pertaining to the Assignment or product.
2. An Agreement for a definite period of time will end after the period for which the Agreement was entered into lapses, unless the Client has given written notice that it wishes to continue the Agreement. Unless otherwise agreed in writing, the Agreement will be extended by the same period in that instance.
3. Unless otherwise agreed, a framework agreement will end two years after completion of the last Assignment performed under the framework agreement.
4. An Agreement will be rescinded by written notice directed to the other party, with the notice having to at least indicate the reason for rescission and the date on which the rescission will be effective.
5. The parties' obligations under the Agreement or these General Terms and Conditions which by their nature should continue to exist will also remain applicable between the parties after the Assignment is terminated or the Agreement is rescinded, including in any event

Articles 6.6 (contract extras), 11 (payment terms), 17 (liability), 21 (confidentiality), 22 (personal data) and 23 (disputes).

##### Article 14: Specific grounds for rescission

1. Privacy Management Partners may rescind the Agreement in the event of bankruptcy, attachment or a suspension of payments for the other party, cessation of the Client's activities, liquidation of its company, merger, division or other changes in the business structure or form of cooperation, including dissolution of a legal entity or loss of corporate personality, or similar circumstances which give Privacy Management Partners good reason to fear that the Client is unable to fulfil its obligations.
2. If there is a breach of the obligations in the Agreement or these General Terms and Conditions, the adversely affected party must inform the breaching party in writing within a reasonable period after discovering the breach and give the breaching party a reasonable period to resolve the breach and/or rectify the consequences thereof. If the foregoing does not result in resolution of the breach and/or full rectification of the consequences, the counterparty to the party in breach may terminate the Agreement on this ground.
3. The same legal consequences will be attached to objectionable conduct by a party as to a breach by that party.
4. If there is a situation of force majeure, each party may rescind the Agreement. 'Force majeure' will be deemed to exist if a failure to perform cannot be imputed to a party. A failure to perform cannot be imputed to a party if this failure is not its fault nor is it responsible for this under the law, a particular legal act or generally accepted standards.

##### Article 15: Consequences of rescission

1. If the Agreement is rescinded by Privacy Management Partners on one of the grounds referred to in Article 14, it will not be required to pay compensation in any form or under any name whatsoever. The Client will be obliged then to pay the Rate and the Ancillary costs in Privacy Management Partners' invoice in accordance with the status of the work at the time that the rescission takes effect under the provisions in Article 13.4.
2. If Privacy Management Partners rescinds the Agreement based on paragraph 2 or 3 of Article 14, the Client must, in addition to the provisions in paragraph 1, pay 10% of the remaining portion of the Rate which the Client would have owed if the Assignment had been fulfilled in whole. Rescission will not affect Privacy Management Partners' right to damages.
3. If the Agreement is rescinded by the Client on the grounds indicated in paragraph 1 or 2 of Article 14, it must pay the Rate and the Ancillary costs in Privacy Management Partners' invoice in accordance with the status of the work at the time that the rescission takes effect under the provisions in Article 13.4, which, if the work has been performed for a fixed price, will be calculated based on the hourly Rates utilized by Privacy Management Partners, on the understanding that it will, in the event of rescission under Article 14.2, be entitled to a 10% reduction on the utilized or applicable hourly Rates. This will not affect the Client's right to damages under the provisions in Article 18.
4. If the Assignment is terminated by one of the parties pursuant to the provisions in Article 14.4, the Client must pay the Rate and the Ancillary costs in Privacy Management Partners' invoice in accordance with the status of the work at the time that the rescission takes effect under the provisions in Article 13.4, unless this will





lead to consequences which are unacceptable under standards of reasonableness and fairness. The terminating party will not be liable for the costs or lost revenues ensuing from the termination.

5. If the Agreement is terminated by the Client without one of the grounds referred to in Article 14 being present, it must pay the Rate and the Ancillary costs in Privacy Management Partners' invoice based on the hours already worked and in accordance with the status of the work at the time that the rescission takes effect under the provisions in Article 13.4. If the Assignment has been performed for a fixed Rate, the Client will owe 100% of the remaining Rate that it would have owed if the Assignment had been performed fully.

#### **Retention of title and intellectual property**

##### Article 16: Retention of title

1. As long as the Client has not fulfilled all of its obligations ensuing from the Agreement with Privacy Management Partners, the items delivered will remain Privacy Management Partners' property. The Client may not put into use the items delivered which are subject to this retention of title, nor publish, reproduce, disseminate, resell, dispose of, pledge or encumber them or use them as a means of payment.
2. If the Client breaches any obligation ensuing from the Agreement or these Terms and Conditions, Privacy Management Partners may take back the items delivered or suspend delivery.
3. If a third party levies an attachment against the items delivered which are subject to the retention of title or wishes to create or assert rights with respect to these items, the Client must immediately inform Privacy Management Partners.

##### Article 17: Intellectual property rights

Designs, techniques, drafts, instruments and other products of the mind, including software as well, which are used to create the items delivered by Privacy Management Partners will be and will remain Privacy Management Partners' property. These items may therefore only be disclosed or provided to third parties with Privacy Management Partners' written permission. The Client may, of course, reproduce the items for use within its own organization, insofar as this is consistent with the purpose of the Assignment.

#### **Liability and indemnification**

##### Article 18: Liability

1. The Client will acknowledge that Privacy Management Partners' work will be advisory in nature and that advice by Privacy Management Partners regarding legal matters cannot be regarded as advice from a lawyer. Based on this characterization and the subjective assessment aspects that always play a role, Privacy Management Partners hereby excludes any liability for the work, unless the damage suffered is covered by a professional liability insurance taken out by Privacy Management Partners. The previous sentence will not apply to damage ensuing from willful misconduct or gross negligence by Privacy Management Partners.
2. Privacy Management Partners' total liability as referred to in the first paragraph will always remain limited to at most the amount invoiced (or relevant portion thereof) in connection with the Assignment as to which the breach occurred or up to the amount paid out by the insurer, if this is higher. For Assignments for a period of more than three months, Privacy Management Partners' liability will

be limited to at most the amount of the average amount invoiced each month.

3. Privacy Management Partners will not be liable for damage of whatever nature which arises because it relied on incorrect and/or incomplete information furnished by or for the Client, nor for damage ensuing from Privacy Management Partners' not being timely informed by or on behalf of the Client of facts or circumstances which may be relevant to proper or timely performance of the work, the withholding of such information and/or the misrepresentation of such facts or circumstances.
4. Privacy Management Partners will only be liable for direct damage and never for indirect damage, including consequential damage, lost profits, lost savings or damage suffered because of business interruptions.
5. Privacy Management Partners will not be liable if the Client deviates from the recommendation provided or does not follow up on it in whole or in part. If the Client makes written or oral changes to the recommendation, any liability by Privacy Management Partners will be extinguished as well.
6. Privacy Management Partners will not be liable for damage resulting from breaches in performing the Assignment if the Client did not immediately inform Privacy Management Partners of the existence of the breach after discovering it or within the period in which it reasonably could have discovered the breach.
7. The liability limitations stated in this Article will have effect both for Privacy Management Partners and for its members, Employees and other persons, both individually and jointly, that are or were directly or indirectly involved in performing the work.

##### Article 19: Indemnification

1. The Client will indemnify Privacy Management Partners, its partners, Employees and any third parties utilized for the Assignment against infringement of third-party rights or claims in connection with performing work insofar as these claims ensue from any act, statement or negligence by the Client.
2. If the Client asks Privacy Management Partners to furnish computer files or information to a third party for it, this will be done in the Client's name and under its responsibility.
3. Insofar as Privacy Management Partners, its members and/or its Employees are held accountable by third parties, the Client must assist Privacy Management Partners, its members or its Employees both in and out of court and do whatever is necessary to quickly resolve the matter. In the event of negligence, Privacy Management Partners may itself take the necessary measures, without having to give the Client notice of default first. Any costs or damage incurred by Privacy Management Partners in this connection will be paid by the Client.

##### Article 20: Limitations period

Insofar as the law or these Terms and Conditions do not provide otherwise, causes of action and other rights by the Client against Privacy Management Partners on whatever account will in any event be extinguished one (1) year after the date on which the Client became aware or reasonably could have become aware of the existence of these causes of action and rights.

#### **Joint and several liability and transfer of rights and obligations**

##### Article 21: Joint and several liability and transfer of rights and obligations



1. The Client may not alienate its rights or obligations ensuing from the Agreement with Privacy Management Partners without Privacy Management Partners' prior written permission.
2. If an Assignment has been furnished by more than one Client, all of the Clients will be jointly and severally liable for fulfilling the obligations under these Terms and Conditions, irrespective of the name on a Quote, Assignment confirmation or invoice.

#### **Confidentiality and protection of personal data**

##### Article 22: Confidentiality

1. During the term of the Agreement and for a period of three (3) years after it ends, the parties will endeavor to maintain the confidentiality of any documents or information provided by or for the other party. If possible, the parties will indicate to each other that documents or items of information are confidential by marking them as confidential.
2. A party breaching the confidentiality obligation referred to in paragraph 1 will owe the other party an immediately due and payable penalty equal to the amount paid out by its insurer or, if indemnification against the breach is not provided by an insurer, compensation to be determined by the other party not exceeding 10,000 euros.
3. The obligation mentioned in the first paragraph will not apply to documents or items of information which by their nature are public or which have been made public or generally known by the other party itself or third parties, nor insofar as the party concerned has a legal obligation to make the documents or items of information public or disclose them to third parties, including a binding judgment by a court, a binding decision or claim by an administrative body, or a disclosure pursuant to an obligation to provide information in connection with an investigation by an administrative body.
4. The confidentiality obligation referred to in the first paragraph will likewise not apply insofar as a party has specifically released the other party from its confidentiality obligation in general or for a specific situation, including in any event references from the Client with a description of the nature of the products or services delivered to the Client.
5. The confidentiality obligation referred to in the first paragraph will not apply, either, to Privacy Management Partners' confidentially sharing the information or portions thereof with its members, agents, financiers, lawyers, accountant and/or advisors.
6. During the term of the Agreement and for a three-year period after it ends, the Client will not make public the content of the Quote by or Agreement with Privacy Management Partners, disclose this to third parties or make or keep it accessible to third parties, except for third parties which are part of the same corporate group as the Client or are its advisors, insofar as this is necessary to enter into, perform or fulfil the Agreement. If the Client breaches this obligation, it will owe Privacy Management Partners an immediately due and payable equal to two times (2x) the value of the Quote or Agreement, with a minimum of 10,000 euros.
7. The parties will impose their obligations under this Article on agents or advisors utilized by them or other third parties with which confidential information must unavoidably be shared as part of the Assignment, insofar as they are not already bound by a legal or professional confidentiality obligation.
8. Unless agreed otherwise in writing or electronically, the Client will grant Privacy Management Partners the right to

– as long as this has not been revoked in writing or electronically – mention the Client's name and/or logo as well as a general description of the nature of the work in its Quotes, on its website or in other promotional materials. Privacy Management Partners will not use any testimonials by the Client without its prior oral, written or electronic permission.

9. The Client will grant Privacy Management Partners the right to use, in a form which is not traceable to the Client, information or portions thereof obtained from the Assignment as teaching, Training, sample or instruction materials for third parties. Insofar as the Client can be identified through the materials, the Client must give prior permission for such use.
10. At the Client's request, Privacy Management Partners will return to the Client or destroy within a reasonable period the confidential documents or electronic files which the Client provided in connection with the performance of the Assignment. The Client must specify in writing beforehand the documents or files to be returned or destroyed. This obligation will not under any circumstances compel destruction of the correspondence between the Client and Privacy Management Partners, such as e-mails, including attachments.

##### Article 23: Protection of personal data

1. The Client will understand that, in performing the Assignment, Privacy Management Partners will sometimes have access to personal data that is being processed by the Client or one of the organizations or companies affiliated with it. The Client will acknowledge that, in light of the nature of the work, Privacy Management Partners will be a controller for the personal data referred to in the previous sentence within the meaning of Article 4(7) of the General Data Protection Regulation.
2. The Client will always have an independent obligation to comply with the applicable laws and regulations as well as any applicable contractual or internal obligations relating to the protection of personal data, including taking appropriate security measures in disclosing personal data to Privacy Management Partners.
3. The Client will warrant to Privacy Management Partners that it is entitled to disclose the personal data referred to in the first paragraph to Privacy Management Partners and will indemnify Privacy Management Partners against any third-party claims regarding this personal data, except those for which Privacy Management Partners itself is liable under the law.
4. Privacy Management Partners may not use the personal data referred to in the first paragraph for other purposes besides performing the Assignment.
5. Privacy Management Partners hereby undertakes to properly secure and keep confidential the personal data referred to in the first paragraph. Notwithstanding Article 21.1, this personal data must be kept confidential for an indefinite period of time.
6. If there is a security breach (as referred to in Article 4(12), General Data Protection Regulation) with respect to the personal data referred to in the first paragraph, Privacy Management Partners will inform the Client as soon as possible after discovering this. The parties will consult with each other as soon as possible to discuss how the data subjects will be informed and by whom.

#### **Dispute resolution and applicable law**

##### Article 24: Disputes and applicable law

1. As much as possible, disputes will be resolved amicably first. If this does not result in a resolution that is



acceptable to both parties, the dispute will be presented to the Utrecht District Court.

2. A dispute will exist even if only one party thinks that it exists.
3. Dutch law will solely apply to these General Terms and Conditions and any legal relationships between the parties. This will also apply to Assignments in which one or more obligations are performed by the parties in whole or in part in a foreign country or in which products or services are procured from companies located in foreign countries.

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