

General Terms and Conditions of Tentoo Partners B.V.:

Article 1. Definitions:

Tentoo:	the private limited liability company Tentoo Partners B.V., having its registered office in Amsterdam
Client/ Employer:	all natural persons and legal entities on whose instructions Tentoo conducts the salary administration of the employees of the Client;
Employees:	natural persons employed by the Client;
Services:	services to be performed by Tentoo, in particular conducting the salary administration of employees of the Client and related activities; those services may be comprised of a number of different parts;
Output:	data and/or documents and/or overviews, such as payslips, journal entries, wage tax returns, payment lists, invoices etc. to be provided by Tentoo;
Agreement:	the agreement between the Client and Tentoo in which a number of specific terms are laid down.

Article 2. Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions are applicable to all agreements entered into with Tentoo Partners B.V., offers to do so and/or the acceptance thereof, unless explicitly agreed otherwise in writing.
- 2.2 Tentoo and the Client are entitled to amend the content of the Agreement. Any such amendment will require the explicit written approval of the other party.
- 2.3 All terms specified in the Agreement shall apply to each employer responsible for deductions at source.
- 2.4 Tentoo only accepts the applicability of any general terms and conditions of the Client/Employer and/or third parties if those terms and conditions are agreed explicitly in writing.
- 2.5 However, the applicability of any such general terms and conditions will not detract from the applicability of the General Terms and Conditions of Tentoo unless the latter are in conflict with the general terms and conditions of contractual partners and/or third parties.
- 2.6 Any general terms and conditions or conditions of purchase of the Client and/or third parties will be accepted by Tentoo only under the conditions referred to above and will apply only to the transaction for which they are intended. Subsequent transactions will not automatically be dealt with according to the same general terms and conditions or conditions of purchase.

Article 3. Offers

All offers and/or quotes are made free of obligation unless explicitly specified otherwise and are based on any information provided when the offer/quote was

requested. These offers and/or quotes are binding only insofar as is explicitly confirmed.

Article 4. Term of the Agreement

- 4.1 If Tentoo concludes an agreement with the Client that does not provide for the performance of a one-off quantity of work but instead for the periodic or otherwise regular performance of work by Tentoo, any such agreement will apply for an explicitly agreed period or, in the absence of such agreement, for a single calendar year.
- 4.2 The parties may terminate the Agreement with effect from the end of the agreed period by giving notice of termination. Notice of termination shall be given by means of a letter sent by recorded delivery with due observance of a notice period of at least two months.
- 4.3 Early termination is not permitted except where provided otherwise by this Agreement.
- 4.4 The Client is obliged to have the salary administration of all its employees conducted by Tentoo from the effective date of this Agreement until the Agreement has been terminated in a legally valid manner. If the Client ceases to have its salary administration conducted by Tentoo for any reason whatsoever, the Client shall pay 50% of the fee that Tentoo would have charged the Client for its services for the remaining term of the Agreement. The amount that remains payable is assumed to be equal to 50% of the fee payable by the Client to Tentoo for the services provided by Tentoo in the directly preceding three-month period.
- 4.5 After the assignment ends, the Client will be entitled, in exchange for payment of the costs involved, to receive copies of the information accumulated by Tentoo that is relevant to the continuation of the activities.

Article 5. Obligations of Tentoo

- 5.1 Tentoo is obliged to perform or arrange for the performance of the work assigned to it as a proper contractor ought to and with due care.
- 5.2 Tentoo is entitled to outsource certain work to a third party or third parties without the Client's prior consent.
- 5.3 If the parties agree that Tentoo will pay net salaries directly to the Client's Employees, Tentoo will transfer those net salaries to the Employees in question on the twentieth day of each month, unless the twentieth of the month falls on a weekend or public holiday, in which case the net salary will be transferred on the following working day.
- 5.4 Tentoo will transfer the monthly payment for the wage tax that is due to the tax authorities in a timely manner, i.e. before the statutory payment deadline. The foregoing is subject to Article 1.4 of the General Terms and Conditions.
- 5.5 Tentoo is responsible for the accuracy of the calculations insofar as it has received the data (including data concerning the

applicable collective labour agreement, any amendments and the contributions to be deducted) from the Client in a full and timely manner.

Article 6. Prices and payments

- 6.1 Tentoo will charge the Client a fee, to which VAT will be added, for the services that it provides. The details of the fee are laid down in the Agreement.
- 6.2 If, following the offer, price rises occur in relation to wages, social security costs, turnover tax etc., even if these are the result of circumstances that were foreseeable at the time of the offer, such rises may be passed on. If that occurs within three months after the Agreement is concluded, both parties will be entitled to dissolve the Agreement.
- 6.3 Notwithstanding any rise in its fees as referred to in this article, Tentoo may adjust its fees annually in line with the price index for commercial services published by Statistics Netherlands. The fees will not be adjusted if indexation would result in a price that is lower than the most recent price. The validity of price indexation does not require a separate prior notification to the Client of the fact that indexation has been or will be carried out. If Statistics Netherlands ceases to publish the aforementioned price index or changes the basis of calculation thereof, a similar price index will be used instead that is adapted in line with that price index insofar as possible.
- 6.4 All fees specified in this Agreement with Tentoo apply to the current calendar year. Tentoo will consider whether to adjust its fees in the fourth quarter of each year. Tentoo will notify the Client of any increase in its fees prior to the new calendar year. If the Client does not then wish to agree to the new fees, it will be entitled to terminate the agreement with Tentoo with due observance of a notice period of one month.
- 6.5 Tentoo will send the Client a monthly invoice for the services that it performs and the payments made (to the tax authorities and Employees) on behalf of the client. The Client will always pay Tentoo's invoices in full and on time within fourteen days. If, besides its regular services, Tentoo also pays net salaries, taxes and/or contributions on behalf of the Client, the Client is obliged to pay what it owes to Tentoo according to Tentoo's invoices by means of direct debit. The Client will provide a separate direct debit authorisation for this purpose that will be valid throughout the full term of this Agreement.
- 6.6 If the full invoice is not paid on time in its entirety and without qualification, Tentoo is entitled to suspend payments to the Employee(s) and/or tax authorities, notwithstanding all of the other rights that Tentoo has under this Agreement and/or the law. In particular, Tentoo will then also have the right to refrain from filing wage tax

returns. Any penalties, surcharges and interest etc imposed by the tax authorities as a result will be for the full account of the Client. Once the suspension can be lifted, Tentoo is entitled to charge the Client for the extra work arising for Tentoo from the disruption to its work. Suspension will have no effect on the agreed obligations of the Client.

- 6.7 Tentoo is always entitled to require the Client to furnish sufficient security for compliance with its payment obligations. As long as the Client has not furnished the security requested by Tentoo, Tentoo will be entitled to suspend performance of the Agreement.
- 6.8 Complaints concerning invoices must be submitted to Tentoo in writing within 14 days after the invoice date. Once that period has expired, the Client will be deemed to have approved the itemisation contained in the invoice in question. Objections to the invoice amounts shall not suspend the obligation to pay.

Article 7. Credit surcharge, contractual interest, collection costs, collection measures

- 7.1 If one of Tentoo's invoices remains unpaid within 14 days after the invoice date, the mere fact of expiry of that period will lead to the imposition, with retroactive effect, of a credit surcharge of two per cent of the principal amount. The Client will always be obliged to pay the outstanding invoice amount plus the surcharge within 28 days after the invoice date.
- 7.2 If the Client fails to make payment within the 28 day period, or if payment by direct debit has been agreed but that payment is not deducted or deducted in full in accordance with the direct debit authorisation, the Client will be in default by operation of law. As soon as the Client enters default, it will be obliged to pay interest to Tentoo at a rate of two per cent of the outstanding principal amount (invoice amount) plus credit surcharge per month or per incomplete month.
- 7.3 All collection costs, including the full costs of legal assistance at law and otherwise, regardless of by whom that assistance is provided, will be payable in full by the Client to Tentoo upon the Client entering default within the meaning of the previous paragraph. The minimum cost charged for the collection work performed by Tentoo will be €55 per hour or incomplete hour excluding turnover tax. The minimum cost charged for extrajudicial collection by third parties engaged by Tentoo will be the actual costs reasonably charged to Tentoo. The reasonable extrajudicial collection costs are those agreed in accordance with the recommended collection fee of the Dutch Bar Association, namely: 15 per cent of the first €2,950 subject to a minimum of €100; 10 per cent of any remaining amount up to €5,900; 8 per cent of any remaining amount

up to €14,748; 5 per cent of any remaining amount up to €58,990; and 3 per cent of any remaining amount above €58,990. The judicial costs will be calculated based on an hourly fee of €200 excluding turnover tax.

7.4 The Client explicitly agrees that Tentoo will take all necessary steps to enable collection to be performed, including in any case a debt recovery investigation by a third party and requesting extracts concerning the Client and/or its directors from the Chamber of Commerce and/or the municipal personal records database. These costs will be charged to the Client in addition to the aforementioned costs.

Article 8. Direct debit authorisation

8.1 The Client shall provide a direct debit authorisation at the first such request by Tentoo as well as in the case referred to in Article 4.3 of these General Terms and Conditions in order to enable Tentoo to collect the sums due to Tentoo by the Client based on the existing agreement with the Client from the Client's bank account. The Client is obliged to maintain the balance of the account in question at such a level that the amounts payable by direct debit can actually be deducted. If collection proves impossible due to the balance of the Client's account being insufficient or for any other reason, Articles 5 and 6 will apply by analogy, with the date on which Tentoo's account was unable to be credited due to the Client's account balance being insufficient or for any other reason being treated as the invoice date.

8.2 By providing a direct debit authorisation, the Client commits itself to refrain from any reversal or reversing entry or from cancelling the direct debit deduction by Tentoo in any other way. If the Client nevertheless carries out a reversal, reversing entry or cancellation of the direct debit deduction by Tentoo, it will thereby be in default and will be obliged to compensate all resulting losses incurred by Tentoo. That compensation shall be set at a minimum of €250 per day, without prejudice to the right to claim full compensation if the actual losses exceed that minimum. It will also be assumed by the parties that a ground for annulment exists and Tentoo will then be entitled to annul the agreement with retroactive effect and to reclaim payments made to Employees and/or the tax authorities as having been unduly paid.

Article 9. Security

9.1 Without prejudice to the provision contained in Article 7, the Client shall, at the first such request by Tentoo, as a guarantee of proper compliance with its obligations under the agreement, furnish security in the specific form of a bank guarantee to the satisfaction of Tentoo to the amount of the full payment liabilities that the Client has or can reasonably be expected to have to Tentoo

arising from the Agreement over a period of three months and subject to a minimum of €3,000.

9.2 The bank guarantee to be provided by the Client will be a so-called 'stand-by guarantee', compliant with the model provided to the Client and must be provided by Coöperatieve Rabobank Amstel en Vecht U.A., based in Amstelveen, or by a bank or credit institution explicitly approved by Tentoo.

9.3 The requested bank guarantee or other form of security will be provided by the Client within ten working days after the Client receives the written request to do so from Tentoo or within a term agreed by Tentoo. The Client shall provide written proof if a longer term than ten working days is agreed.

9.4 The costs of furnishing security will be for the account of the Client.

9.5 In the event of security and/or a bank guarantee being agreed, the Client will furnish Tentoo, at the latter's first such request, with further security and/or a further bank guarantee insofar as Tentoo's claims are not fully satisfied by invoking the guarantee. This further provision of security will be subject to the provisions contained in Articles 8.1 to 8.4.

9.6 If the Client does not comply with the obligations described in this article, it will be in default as a result and will be obliged to compensate Tentoo for all losses thereby incurred. That compensation shall be set at a minimum of €250 per day, without prejudice to the right to claim full compensation if the actual losses exceed that minimum.

Article 10. Supply of data to Tentoo by the Client

10.1 The Client shall ensure that all information and data indicated by Tentoo as being necessary, or that the Client ought to reasonably understand to be necessary for the performance of the Agreement, is provided to Tentoo in good time in compliance with the Agreement. This shall at any rate include the communication of wage changes in any applicable collective labour agreement. The information shall be provided in a form and manner requested by Tentoo. The Client guarantees the correctness, completeness and reliability of the information supplied to Tentoo, even if it originates from third parties.

10.2 If the data required for the performance of the Agreement has not been provided to Tentoo in good time, Tentoo will be authorised to suspend the performance of the Agreement and/or charge the additional costs ensuing from the delay to the Client according to the fees applicable at that time. The period for performance of the tasks will not commence until the Client has provided the data to Tentoo. Tentoo is not liable for losses of any nature whatsoever resulting from the use by Tentoo of incorrect and/or incomplete data provided by the Client.

10.3 If Tentoo does not receive some or all changes on time, it is entitled to assume that there are no changes or no further changes and will perform the work using the available data that was submitted on time. If corrections are necessary, Tentoo will pass the costs of those corrections on to the Client.

Article 11. Supply of data to the Client by Tentoo

11.1 The monthly output to be provided by Tentoo will be sent by e-mail or by means of the digital file. Wage slips may also be sent by post. In addition, Tentoo may supply, for instance, paper journal entries, file wage tax returns and provide payment lists. The Client is obliged to pay the additional associated costs, which will be dependent on the manner in which the Output is sent, that manner being subject to further agreement.

11.2 The monthly and annual Output will be processed in a single run.

Article 12. Confidentiality and exclusivity

12.1 Notwithstanding its obligations under the law to reveal certain data, Tentoo is obliged to respect the confidentiality vis-à-vis third parties not involved in the performance of the assignment of all information made available to it by the Client and obtained by the processing thereof. This duty of confidentiality concerns all information that by its nature must be kept secret. Tentoo is not entitled to use the information made available to it by the Client for any other purpose than that for which it was obtained. However, an exception applies in the event that Tentoo acts on its own behalf in complaint-related proceedings, disciplinary proceedings, administrative, civil or criminal law proceedings in which such documents may be of importance. An exception also applies for statistical or similar purposes, provided that the results are not traceable to information concerning individual Clients.

12.2 Unless Tentoo has given prior written permission, the Client shall not disclose the content of any reports, recommendations or any other communications of Tentoo whether in written form or otherwise, which were not drawn up or made with the aim of providing third parties with the information recorded therein. The Client shall also ensure that third parties shall not obtain knowledge of the content referred to in the previous sentence.

Article 13. Termination, premature termination, suspension and dissolution of the Agreement

13.1 Tentoo and the Client may terminate the Agreement with immediate effect at any time in the event of the liquidation, (an application for) a moratorium on payments or bankruptcy, attachment, discontinuation of the business operations or another circumstance as a consequence of which the

Client or Tentoo can no longer freely dispose of their assets. The Agreement will be terminated by operation of law if one of the parties is declared bankrupt.

13.2 Tentoo is authorised to suspend compliance with its obligations or dissolve the Agreement if the Client fails to comply with its obligations arising from the Agreement or fails to comply with them in full or in good time, or if circumstances come to the knowledge of Tentoo after the Agreement is concluded which constitute a serious reason to fear that the Client will not comply with its obligations, or if upon entering into the Agreement the Client was requested to provide security for compliance with the obligations arising from the Agreement and that security has not been provided, or is insufficient or if, because of a delay on the part of the Client, the Client can no longer expect Tentoo to perform the Agreement under the terms and conditions that were originally agreed.

13.3 Furthermore, Tentoo is authorised to dissolve the Agreement in the event of any circumstances arising which are of such a nature that performance of the Agreement is impossible or in the event of any other circumstances which are of such a nature that Tentoo cannot be reasonably expected to allow the Agreement to continue unamended.

13.4 If the Agreement is dissolved, the claims of Tentoo against the Client shall be immediately due and payable. If Tentoo suspends the fulfilment of its obligations, it will retain its claims pursuant to the law and the Agreement.

13.5 If Tentoo suspends or dissolves the Agreement, it shall not be under any obligation to compensate any losses or costs ensuing from this in any way.

13.6 If the dissolution is attributable to the Client, Tentoo will be entitled to compensation of the losses (including any costs) which are caused directly and indirectly as a result.

Article 14. Liability of Tentoo

14.1 Insofar as the Client and Tentoo have agreed on any time periods within which the work shall be performed, either in the agreement to provide services or during the performance of those services, those periods will be of an indicative nature only, unless explicitly agreed otherwise.

14.2 Any breach of such a period will never constitute a failure by Tentoo to comply with an obligation and will therefore not entitle the Client to claim compensation and/or dissolution of the Agreement.

14.3 Tentoo is not liable for indirect losses, irrespective of the name they are given and the party by whom they are incurred, arising from any failure, whether by Tentoo and/or its Employees, staff or persons engaged by Tentoo, to comply with obligations arising from the agreement to provide services.

- 14.4 Tentoo's liability for direct financial losses arising from a failure of compliance by Tentoo and/or its Employees, staff and/or persons engaged by Tentoo to provide assistance, is limited to a sum amounting to the fee charged by Tentoo to the Client up until the time of the failure for the part of the services/work in relation to which the failure occurred. Tentoo is entitled to set off the liability to compensate losses against unpaid bills and the interest and costs arising from them. Tentoo is not liable for persons that it engages to provide assistance at the instructions of the Client.
- 14.5 Tentoo is not liable for any direct, indirect and/or consequential losses (including but not limited to loss of profit, the costs of disruption to business and loss of clients, arising from e.g. any delay, data loss, breach of a delivery period and/or any discovery of defects) other than direct financial losses incurred by the Client.
- 14.6. The Client is obliged to notify Tentoo within two months after it discovers or reasonably could have discovered an error in the performance of an assignment and the risk of losses arising from it or otherwise. In the absence of such notification or of timely notification, Tentoo will have no liability whatsoever to the Client. Tentoo will always be entitled to remedy losses incurred by the Client in a manner that is appropriate to and ties in with the content of the assignment and the nature of the work.
- 14.7 Tentoo indemnifies the Client against all claims asserted and exercised against Tentoo by third parties for the compensation of losses and costs incurred, loss of profit and other expenditure connected with and/or arising in any way from the performance of the assignment by Tentoo.

Article 15. Risks relating to storage of information

- 15.1 Tentoo is obliged to store the information derived from the Client with due care in compliance with the statutory period of seven years.
- 15.2 Tentoo will not be liable if the Client's information stored by Tentoo or third parties is damaged or lost.
- 15.3 The same also applies to damage to or loss of information during transportation or dispatch, regardless of whether the transportation or dispatch was carried out by or on behalf of the Client or third parties.
- 15.4 The Client is obliged to indemnify Tentoo if and insofar as third parties hold Tentoo liable and/or assert legal claims against Tentoo in connection with damage to or loss of information provided to Tentoo by the Client.

Article 16. Intellectual Property

- 16.1 Tentoo reserves all rights in relation to the intellectual property associated with the products that it uses or has used in the performance of the agreement.

- 16.2 The Client is explicitly forbidden from directly or indirectly reproducing, publishing or exploiting the products and the results of Tentoo's work, including computer programs, system designs, working methods, recommendations, contracts, model contracts and other products in the broadest sense, whether the Client does so with the involvement of third parties or otherwise.
- 16.3 The Client is not permitted to provide aids related to these products to any third party, other than for the purpose of obtaining an expert opinion regarding Tentoo's work.

Article 17. Force majeure

- 17.1 If Tentoo cannot comply or comply properly with its obligations under the agreement to provide services as a result of a cause not attributable to it, specifically including a disruption to the regular course of business at the company, compliance with the obligations will be suspended until Tentoo is once again able to resume the work in the agreed manner.
- 17.2 If a situation of force majeure arises on the part of Tentoo and continues for two months, the Client will be entitled to fully or partially terminate the Agreement in writing with immediate effect. The aforementioned period of two months will not apply if the Client cannot reasonably be expected to allow the agreement to continue once the situation of force majeure arises.

Article 18. Right of Retention

Tentoo is entitled to suspend the handover of items that it has in its possession arising from performance of the agreement to provide services and/or that it has obtained from or possesses on behalf of the Client, until it has received payment of the Client's payment obligations as existing at that time or sufficient security has been furnished for compliance.

Article 19. Applicable law, jurisdiction and lapsing of rights

- 19.1 All agreements between the Client and Tentoo shall be governed exclusively by Dutch law.
- 19.2 All disputes connected with or arising from the interpretation of and/or compliance with the agreement to provide services, with the exception of disputes belonging to the exclusive jurisdiction of the cantonal court division, will be adjudicated by the district court of Amsterdam.
- 19.3 Any claims of the Client shall lapse twelve months after the service(s) to which those claims relate has/have been performed or as much earlier as prescribed by law or these General Terms and Conditions.

**General Terms and Conditions of Processing
Tentoo Partners B.V. (Tentoo)**

1. Definitions

- 1.1 If terms occur in a Service Contract of Tentoo, hereafter: Contract, the General Terms and Conditions of Tentoo or Tentoo's General Terms and Conditions of Processing, such as Controller, Processor, Data Subject, Third Party, Personal Data, Processing of Personal Data, and other terms derived from the Dutch Personal Data Protection Act (Wbp) or future privacy laws and regulations such as the General Data Protection Regulation, their meaning is as defined in those applicable privacy laws and regulations.

2. Assignment, status and applicability

- 2.1 If Tentoo processes Personal Data as part of a service commissioned by the Client and specified in a Contract, Tentoo is the "Processor" and the Client is the "Controller" and the clauses of these Tentoo General Terms and Conditions of Processing apply (hereafter: these General Terms and Conditions).
- 2.2 The Parties confirm that the Client bears full responsibility for determining the purpose and the resources for the Processing of Personal Data and that Tentoo processes the Personal Data solely on behalf of the Client. The Personal Data shall remain the property of the Client.
- 2.3 The provisions of these General Terms and Conditions supplement Tentoo's General Terms and Conditions.

3. Tentoo's obligations

- 3.1 Tentoo will process the Personal Data exclusively on the basis of the Contract referred to in Clause 2.1 and on the basis of written instructions from the Client.
- 3.2 Tentoo shall immediately inform the Client if, in its opinion, an instruction as referred to in the first paragraph of this clause constitutes a violation of relevant privacy laws and regulations.
- 3.3 Tentoo offers guarantees that can reasonably be deemed adequate with regard to the application of appropriate technical and organisational measures to ensure that the Processing of Personal Data satisfies the requirements of privacy laws and regulations and the protection of the rights of the Data Subject is assured.
- 3.4 Taking due account of the nature of the Processing and the information available to Tentoo, Tentoo will assist the Client on first request in ensuring the obligations under relevant privacy laws and regulations are fulfilled, specifically with regard to:
- a. the security of the Processing;
 - b. reporting a violation in connection with Personal Data (data breach) to the supervisory authority and, if necessary, the Data Subject;
 - d. privacy impact assessment (PIA);
 - e. prior consultation of the supervisory authority.
- Tentoo will then, to the extent reasonable, pass on the costs of this to the Client.
- 3.5 In connection with the Notification Requirement for data breaches, Tentoo undertakes to inform the Client at once, in writing, if an unauthorised party has (or is presumed to have) gained access to all or some of the Personal Data, or has (permanently or temporarily) had access to the Personal Data, or has made attempts to gain unauthorised access to the Personal Data. When informing the Client, Tentoo will also indicate the (potential) consequences for both Tentoo and the Client, which remedial measures Tentoo has taken and

which remedial measures Tentoo and the Client must still take. If a situation as described above has occurred, Tentoo will immediately implement all the actions required by the applicable laws and regulations, including European directives and regulations, and notify the Client of this at once.

Tentoo will observe the instruction in the annex to these General Terms and Conditions concerning the Notification Requirement for data breaches.

- 3.6 Tentoo will immediately inform the Client of a binding request from a competent body to issue Personal Data, unless Tentoo is forbidden by any statutory obligation from informing the Client of this.
- 3.7 When entering into a Contract, the Client agrees to the other Processors employed by Tentoo. Tentoo is allowed by the Client to replace or add other Processors. If necessary and to the extent reasonable, Tentoo shall make known its intention do so via its website, digital newsletter or in other customary manner. The Client has the option of making a reasoned objection to these changes within 14 days. The Client may ask Tentoo at any time to provide an overview of the other Processors employed by Tentoo at the time of the request.
- 3.8 When Tentoo employs a Processor to undertake specific processing activities on behalf of the Client, the same obligations with regard to data protection will be imposed on that Processor, either in an agreement or by means of another legal act, as those included in these General Terms and Conditions and the Contract or other legal act between the Client and Tentoo. This includes the obligation to offer guarantees that can reasonably be deemed adequate with regard to the application of appropriate technical and organisational measures to ensure that the Processing of Personal Data satisfies the requirements of privacy laws and regulations.

4. The Client's obligations

- 4.1 The Client processes the Data Subjects' Personal Data in a lawful manner and guarantees the rights of Data Subjects, with due observance of all relevant (sectoral) privacy laws and regulations.
- 4.2 If Tentoo deems this to be important for the performance of the Contract and these General Terms and Conditions, the Client will on request inform Tentoo immediately, in writing, of the manner in which the Client implements its obligations pursuant to privacy laws and regulations.

5 Obligations of the Parties

- 5.1 Taking due account of the state of the art, the implementation costs as well as the nature, scope, context and objectives of the processing and the risks to the rights and freedoms of persons, which are diverse in their probability and severity, the Parties shall - each for their share in the processing of the Personal Data - take appropriate technical and organisational measures to guarantee a level of security tailored to the risk, which, where appropriate, shall include (but are not limited to):
- a. the pseudonymisation and encryption of personal data;
 - b. the ability to permanently guarantee the confidentiality, integrity, availability and resilience of the processing systems and services;
 - c. the ability, in a physical or technical incident, to restore the availability of and access to the personal data in a timely manner;
 - d. a procedure for testing, assessing and evaluating, at specified times, the effectiveness of the technical and organisational measures to ensure the security of processing.
- 5.2 When assessing the suitable level of security, the Parties shall in particular take account of the processing risks, particularly those arising from the

destruction, the loss, the amendment or the unauthorised disclosure of or unauthorised access to Personal Data that have been forwarded, stored or otherwise processed, either by accident or unlawfully.

- 5.3 In conjunction with clause 5.2, the Parties shall take appropriate security measures in accordance with current security standards accepted in the ICT sector, such as the Code of Practice for Information Security Management (ISO/NEN), and the NCSC, ICT cloud security principles.
- 5.4 The Parties acknowledge and accept that alignment with a code of conduct approved in privacy laws and regulations or an approved certification mechanism can be used as an element for demonstrating that the requirements for the Processing of the Personal Data in relevant privacy laws and regulations are satisfied.
- 5.5 The Parties shall - each with respect to their share in the processing of the Personal Data - take measures to ensure that each natural person acting under the authority of the Parties and who has access to the Personal Data processes them solely on behalf of the Client, unless he is required by European Union law or the law of a Member State to process the data.

6. Processing in EEA

- 6.1 Tentoo will only process the Personal Data in the European Economic Area (EEA), and will ensure that no processing actions at all take place outside the EEA, unless Tentoo has obtained the Client's explicit, written consent to this.

7. Rights of Data Subjects

- 7.1 Taking due account of the nature of the Processing, Tentoo will use appropriate technical and organisational measures to provide the Client with timely assistance, wherever possible, in the fulfilment of the Client's obligation to respond to requests for the exercise of a Data Subject's rights under privacy laws and regulations. The Client must, however, explicitly ask Tentoo to do this (including in writing or by e-mail). If Tentoo (directly) receives such requests from a Data Subject, Tentoo shall forward the request to the Client. The Client shall itself deal with the requests.
- 7.2 Without prejudice to the first paragraph of this clause, if and insofar as reasonably relevant, the Parties will reach further agreement on the costs to be reimbursed to Tentoo by the Client.

8. Confidentiality

- 8.1 Tentoo is obliged to maintain the confidentiality of the Personal Data which it processes for the Client, except for the disclosure of data on the instructions of the Client and except for the cases in which a legal requirement obliges Tentoo to disclose or share data.
- 8.2 Tentoo guarantees that the persons authorised to process the Personal Data have committed to observing confidentiality or are bound by confidentiality under an appropriate legal requirement.

9. Liability

- 9.1 The Client warrants that the Processing of Personal Data pursuant to the Contract is not unlawful and does not violate the rights of the Data Subject(s).
- 9.2 Tentoo is not liable for damages arising due to non-compliance by the Client with the applicable privacy laws and regulations and these General Terms and Conditions. The Client holds Tentoo harmless in this regard, and for claims by Data Subjects and Third Parties on the basis of such damage.
- 9.3 The limitation of Tentoo's liability agreed in the Contract and in the related General Terms and Conditions of Tentoo applies fully to Tentoo's obligations, as set out in these General Terms and Conditions, on the proviso that one or more damages claims pursuant to these General Terms and Conditions and/or the underlying assignment in the Contract, including those of Data Subjects and Third Parties, may never cause that limitation to be exceeded.

10. Consequences of termination

- 10.1 In the event of the termination, dissolution or cancellation of a Contract, on any grounds or in any manner, Tentoo will, on its own initiative and in consultation with the Client:
- make available to the Client all the Personal Data in the manner and format required by the Client;
 - as soon as possible, cease the Processing of the Personal Data;
 - make available to the Client all the documents in which the Personal Data are recorded;
 - permanently remove all Personal Data that are electronically stored from the data carrier or, if permanent removal from the data carrier is not possible, destroy the data carrier, unless and as long as Tentoo is obliged by European Union law or the law of a Member State to retain (certain) Personal Data, including retention periods for tax purposes that apply to Tentoo.

Tentoo will charge on to the Client at the usual rates the work to be done in this connection by Tentoo or by Processors employed by Tentoo.

11. Supervision of compliance

- 11.1 Tentoo shall make available to the Client all the information that is needed in order to demonstrate compliance with relevant privacy laws and regulations and the obligations set out in these General Terms and Conditions and the Contract. In this connection Tentoo will also give the Client the opportunity to verify Tentoo's compliance with the foregoing by means of audits, including inspections, by the Client itself or an auditor authorised by the Client. Tentoo will cooperate fully to this end.
- 11.2 The Client will notify Tentoo, in writing, of its intention to do this at least 21 days ahead of the audit or inspection. The notification shall in any event detail the purpose and scope of the audit or inspection, its duration and the nature of the cooperation required of Tentoo.
- 11.3 The costs of the audit or inspection are borne by the Client. The efforts to be made by Tentoo in connection with the audit or inspection will be charged on to the Client within reasonable bounds.

Annex: Instruction on notification requirement for data breaches

This instruction is in conjunction with clause 3.5 of these General Terms and Conditions and is based on clauses 14 and 34a of the Dutch Personal Data Protection Act (Wbp), articles 33 and 34 of the Dutch General Data Protection Regulation (GDPR) and the Policies on the application of article 34a of the Wbp of the Dutch Data Protection Authority (Policies).

Instruction

1. Tentoo shall ensure that the Client is able to immediately comply with the obligations arising from the Wbp, the GDPR and the Policies on data breaches.
2. Tentoo shall inform the Client in timely and adequate manner about all relevant incidents.
3. The principle is that the Client will make the notifications to the Dutch Data Protection Authority. On a case by case basis, the Client will confer with Tentoo and then decide whether Tentoo will make a notification to the Dutch Data Protection Authority on the Client's behalf.
4. For each incident, Tentoo will provide all the information that the Client requires. This includes, in particular, both the data needed by the Client in order to make a notification, as described in the "Annex: Information in the notification" of the Policies, and the data needed by the Client in order, if necessary, to inform the Data Subjects.
5. Tentoo will inform the Client of the incidents promptly, by e-mail. For this, Tentoo shall use the format for a notification in the aforementioned "Annex: Information in the notification".
6. Tentoo will keep the Client informed of any new developments regarding the incident and of the measures that Tentoo is taking in order, for its part, to limit the consequences of the incident and prevent a recurrence.
7. Tentoo will enable the Client to determine that the Client is actually being informed by Tentoo of all relevant incidents and that the information provided by Tentoo is correct. The Client is entitled to involve (independent) third parties as experts for this purpose, such as (forensic) IT auditors.
8. Tentoo will ensure adequate security in order to avoid data breaches.
9. Tentoo will take measures such as intrusion detection to enable it to identify early (potential) unauthorised access to personal data and inform the Client about this.
10. Tentoo will, if relevant, guarantee compliance with the security measures by the Processors it hires, as defined by the legislation of the Member State of the EU in which the Processor is based. Tentoo will include this instruction by analogy in the relevant processor contracts.