

SCHOUTEN BEHEER B.V. – GENERAL TERMS AND CONDITIONS

1. Definitions

In these general terms and conditions (the 'General Conditions'), the following terms are defined as follows:

- a. Schouten Beheer: Schouten Beheer B.V., with registered address at Burgstraat 12, 4283 GG Giessen, Netherlands, the user of these general conditions;
- b. Client: any natural person or legal entity for whom Schouten Beheer performs work, or with whom Schouten Beheer enters into a Contract or with whom Schouten Beheer is in negotiations for a Contract, and/or the representative thereof;
- c. Parties: Schouten Beheer and the Client;
- d. Contract: any contract between Schouten Beheer and the Client, any amendment thereof or addition thereto, and any juridical or other acts undertaken in preparation or implementation thereof;
- e. Work: all work - of whatever kind and howsoever named - that Schouten Beheer undertakes for, and for the benefit of, the Client.

2. Scope

- 2.1. These General Conditions apply to all offers, invitations to treat, communications, and Contracts between Schouten Beheer and the Client, and to all Work performed by Schouten Beheer on the instructions of the Client, whether or not for payment.
- 2.2. Directors, employees, and agents of Schouten Beheer may also rely on these General Conditions. These General Conditions also apply to non-contractual claims.
- 2.3. Any deviation from these General Conditions is only valid if it is expressly accepted in writing by Schouten Beheer and is included by the Parties in the Contract, and applies only to the particular contract to which it pertains. The application of any terms and conditions of purchase or other general terms and conditions of the Client and/or third parties is expressly excluded.
- 2.4. In the event of any discrepancy between the provisions of these General Conditions and other terms and conditions stipulated by Schouten Beheer to apply to the Work, the provisions of these General Conditions shall prevail.
- 2.5. In the event that any provisions of these General Conditions are void as being in conflict with any provision of mandatory law, the other provisions will remain fully enforceable. The Parties shall negotiate to agree a provision that replaces any possible void provision, on the basis that the legal consequences shall be preserved as far as possible as if the void provision had remained enforceable.
- 2.6. In giving instructions for the performance of services or work, the Parties expressly intend that the Client shall not enter into any employment contract with Schouten Beheer or its personnel as defined by Book 7 Article 610 of the Dutch Civil Code.
- 2.7. Schouten Beheer is entitled to unilaterally amend these Terms and Conditions at all times. Schouten Beheer shall notify the Client of the aforementioned amendment in writing no later than 14 days before the intended effective date of the amended Terms and Conditions.

3. Offer and Acceptance

- 3.1. All offers and invitations for treat from Schouten Beheer are subject to contract and remain valid for fourteen (14) days following the date of the offer or invitation to treat, unless expressly indicated otherwise.

- 3.2. No rights can be derived regarding the prices indicated in the price lists, catalogues, or other documents from Schouten Beheer supplied with an offer or invitation to treat.
- 3.3. A Contract is only binding once it is confirmed in writing by Schouten Beheer, or if Schouten Beheer actually begins performance of the Contract.

4. Performance of the Contract

- 4.1. In carrying out the instructions of the Client, Schouten Beheer is dependent on the accuracy and completeness of those instructions and the information supplied by the Client, in order to be able to correctly carry out those instructions.
- 4.2. The Client guarantees the accuracy, completeness and reliability of the instructions, data and information supplied by or on behalf of the Client to Schouten Beheer. Schouten Beheer is not liable for loss of any kind whatsoever resulting from Work based on incorrect and/or incomplete information supplied by the Client, unless it should have known that this information was incorrect and/or incomplete when it was supplied.
- 4.3. The Client must notify Schouten Beheer without delay of any facts that could be relevant to the performance of the Contract.
- 4.4. Time limits for the completion of a Contract or Work are indicative only and not deadlines – even if a final date or completion period is stipulated – unless the Parties expressly agree otherwise in writing.
- 4.5. The period for completion shall be extended at least by the period of time during which the performance of the Contract is impeded by the conduct of the Client.

5. Results of the Work

- 5.1. If any misunderstanding arises as a result of a disclosure by the Client of investigation results, or if Schouten Beheer identifies any serious risk for persons or goods, or if any duty of confidentiality is in breach of any statutory tasks or responsibilities, Schouten Beheer is entitled to disclose or explain information to the extent necessary to third parties.
- 5.2. Schouten Beheer is entitled to use the results for comparison, reference, statistical or research purposes, in which case it will ensure that the identity of the Client is not ascertainable.

6. Intellectual and industrial property rights

- 6.1. All rights pertaining to products of the mind, developed or used by Schouten Beheer in the performance of the Contract, including advice, working methods, (model)contracts, systems, system designs, manuals, preparatory materials and computer software, accrue to Schouten Beheer and/or its licensors.
- 6.2. In the absence of prior express written consent from Schouten Beheer, the Client is not permitted to copy, disclose, exploit, or otherwise make available to third parties the products of the mind described in section 1 of this Article, either alone or together with, or through the engagement of, third parties, without prejudice to the provisions of Article 8.3 of these General Conditions.

7. Confidentiality

- 7.1. Schouten Beheer is obliged to treat as confidential the information supplied by or on behalf of the Client and not to disclose it to any third party not involved in the performance of the Contract. This obligation does not apply insofar as Schouten Beheer is under a statutory or professional obligation to disclose, or if the Client has waived Schouten Beheer's duty of confidentiality. The Client also has a duty of

confidentiality which applies in any event to the working methods of Schouten Beheer. This duty of confidentiality applies indefinitely, unless the Parties agree otherwise in writing.

- 7.2. If Schouten Beheer is itself a party in any civil-, administrative-, or criminal-law proceedings, it is entitled to use the information supplied by or on behalf of the Client and other information it learns of in the performance of the Contract insofar as it reasonably believes that this could be of significance.
- 7.3. The Client is not permitted to disclose or otherwise make available to third parties the content of advice, opinions and other written or oral communications from Schouten Beheer without the prior express written consent of Schouten Beheer, or unless this disclosure flows directly from the Contract, or is for the purpose of obtaining an expert opinion on the relevant Work by Schouten Beheer, or the Client is under a statutory or professional duty of disclosure, or the Client is a party itself in any disciplinary-, civil-, administrative-, or criminal-law proceedings.

8. Privacy and data processing

- 8.1. If in the opinion of Schouten Beheer this is relevant to the performance of the Contract, the Client must if so requested inform Schouten Beheer in writing about the way in which the Client performs its statutory in regard to personal data protection.
- 8.2. The Client indemnifies Schouten Beheer against claims from persons whose personal data has been or will be processed under the statutory responsibility of the Client, unless the Client can prove that the facts underlying any such claim are attributable to Schouten Beheer.
- 8.3. The liability for data that is processed by the Client using a service supplied by Schouten Beheer lies with the Client. The Client guarantees to Schouten Beheer that the content, use, and/or processing of the data is not unlawful and does not infringe any third-party right of any kind, in connection with this data or the performance of the Contract.
- 8.4. If Schouten Beheer performs Work for the Client as a data processor as defined in the personal data protection legislation, then the provisions of Articles 18 to 24, inclusive, of these General Conditions also apply.

9. Prices

- 9.1. Unless expressly agreed otherwise, prices are:
- based on the purchase prices, wages, wage costs, special and government tax liabilities, insurance premiums, and other costs applicable at the time the offer is made;
 - exclusive of VAT;
 - stated in euros.
- 9.2. Schouten Beheer is entitled to increase the prices offered or contractually agreed if after a Contract has been entered into increase in cost-determinant factors occur including but not limited to, an increase in exchange rate differences, an increase in taxes/duties and collective wage increases. If the price increase is no more than 10% above the offered or contractually agreed price, the Contract remains binding and the Client must pay the increased price. If the price increase is more than 10%, the Client is entitled to terminate the Contract subject to a notice period of thirty (30) calendar days commencing the date on which notice of the price increase is given.
- 9.3. Additional costs as a result of waiting times and delays caused by unforeseen circumstances or by the fault of the Client will not be at the risk of Schouten Beheer and will be charged to

the Client.

- 9.4. A discount on an agreed price is not valid until it has been confirmed in writing by Schouten Beheer.

10. Payment

- 10.1. Invoices of Schouten Beheer should be paid by the Client within the payment term indicated on the invoice. If an invoice does not specify any payment term, the Client must pay the invoice within fourteen (14) days of the invoice date.
- 10.2. Objections to the amounts invoiced do not suspend the Client's obligation to pay.
- 10.3. The Client is in no circumstances permitted to set off any (alleged) claim of any nature against the claim by Schouten Beheer for payment, or to suspend its obligation to pay the claim by Schouten Beheer by virtue of such (alleged) claim of its own.
- 10.4. If the Client fails to pay an invoice of Schouten Beheer within the stipulated payment term, the Client is deemed to be automatically in breach, and Schouten Beheer has the right, without the need to serve notice of breach, to charge interest at the statutory commercial rate on the outstanding sum from the final date for payment, pursuant to Book 6 Article 119a of the Dutch Civil Code.
- 10.5. All judicial and extrajudicial enforcement and other costs reasonably incurred by Schouten Beheer as a result of failure by the Client to pay on time or at all are the liability of the Client. Extrajudicial costs are fixed at 15% of the amount invoiced, or EUR 500, whichever is more.
- 10.6. In the event of the liquidation of, (an application for) a moratorium or the insolvency of, or an attachment order on the assets of the Client, or the application of the statutory debt rescheduling scheme onto the Client, or other step by which the Client loses control over its assets, all obligations of the Client to Schouten Beheer become immediately enforceable. In such cases Schouten Beheer is also entitled to terminate the legal relationship with the Client with immediate effect, notwithstanding the right of Schouten Beheer to also claim compensation.

11. Termination of Contract

- 11.1. Schouten Beheer is entitled to terminate or suspend performance of its obligations under a Contract if the Client fails to comply with any obligation under such Contract or these General Conditions, or if Schouten Beheer has reason to believe that the Client will not be able to comply with these obligations. In such a case, Schouten Beheer will not be liable for the consequences that may possibly arise therefrom for the Client.
- 11.2. In the event of the liquidation of, (an application for) a moratorium or the insolvency of, or an attachment order on the assets of the Client, or the application of the statutory debt rescheduling scheme on to the Client, or other step by which the Client loses control over its assets, Schouten Beheer is free to immediately terminate the Contract and with immediate effect, without being under any obligation to pay any form of compensation for such termination. Schouten Beheer also acquires the right described in the preceding sentence if the Client changes the control structure in its business.

12. Force majeure

- 12.1. Schouten Beheer is entitled to suspend the Work in the event of force majeure. Schouten Beheer is not liable for the consequences of force majeure and/or this suspension of Work.
- 12.2. 'Force majeure' includes all circumstances that Schouten

Beheer could not reasonably have avoided and the consequences of which Schouten Beheer could not reasonably have mitigated against. These include – but are not limited to – the conduct, including the deliberate act or gross negligence, of persons, including third parties, whose services are used in the performance of the Contract; the unsuitability of goods that Schouten Beheer utilises in the performance of the Contract; strikes at work; employee lock out; sickness; non-compliance by suppliers with their obligations; fire; explosion; civil unrest; orders; natural or nuclear disasters; war and threat of war; and measures from competent authorities.

13. Liability

- 13.1. Schouten Beheer is not liable for any loss suffered by the Client, except for loss that the Client can prove is solely a direct consequence of a deliberate act or gross negligence by the board of Schouten Beheer.
- 13.2. If and insofar as Schouten Beheer is found to be liable, despite the provisions of 12.1, such liability is limited to the amount paid out by the insurers of Schouten Beheer, plus the amount of the excess. If in any case the insurers do not pay out – whatever the reason for this – or the loss is not covered by any insurance, the liability of Schouten Beheer is limited to the maximum amount of compensation stipulated in the Contract and to the price paid to Schouten Beheer (excluding VAT) for the Work.
- 13.3. The liability of Schouten Beheer for any indirect loss, consequential loss, missed savings, loss of goodwill, and loss resulting from claims by customers of the Client, as well as any other consequential loss of whatever nature and howsoever arising, is excluded and is not eligible for compensation.
- 13.4. Any claim against Schouten Beheer, except for a claim that is expressly acknowledged in writing by Schouten Beheer, will lapse merely by the expiry of a term of six (6) months from the date that such claim arose. A claim is deemed to have arisen as soon as the Client is aware of the event or circumstance that led to the occurrence of loss or disadvantage, or from which it was clear that such loss or disadvantage could occur.
- 13.5. In the event that Schouten Beheer is held liable by a third party to compensate for loss for which Schouten Beheer is not liable to the Client, the Client must indemnify Schouten Beheer for any such third-party claim. In the event that Schouten Beheer is obliged to compensate a third party more than it would be obliged to compensate the Client under the Contract, the Client shall indemnify Schouten Beheer for the additional amount.
- 13.6. Client shall refrain from any act of which he reasonably suspects or may suspect that the reputation of Schouten Beheer, its Work, and/or its employees is being or will be affected. In the event that the reputation of Schouten Beheer, its Work and/or its employees is being or will be affected as a result of any act of the Client, the Client shall be liable for the damage suffered by Schouten Beheer as a result thereof.

14. Prohibition on poaching of employees

- 14.1. The Client may not give direct or indirect employment to employees of Schouten Beheer who have been involved in the two preceding years in the performance of a Contract, or during the term of that Contract, without the written consent of Schouten Beheer.
- 14.2. In the event of any breach of section 1 of this article the Client is liable to pay an immediate penalty to Schouten

Beheer of fifty thousand euros (EUR 50,000) net of VAT per employee with whom the Client enters into an employment contract, or per employee who is otherwise directly or indirectly employed outside of Schouten Beheer, without prejudice to the right of Schouten Beheer to require compliance with the prohibition set out in the preceding section, and/or to claim compensation.

15. Applicable law and jurisdiction

- 15.1. Contracts between Schouten Beheer and the Client are governed solely by Dutch law.
- 15.2. Any dispute arising between Schouten Beheer and the Client by virtue of a Contract or further contracts arising thereunder shall be determined in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute.
- 15.3. As an exception to the provisions of Article 16.2, Schouten Beheer is free to submit any dispute with the Client to the Court of Zeeland-West-Brabant, for the district of Breda.

Below Articles 16 to 22, inclusive, of these General Conditions apply, alongside above Articles 1 to 15, inclusive, if in the context of the performance of a Contract, Schouten Beheer processes personal for the controller(s) as (sub)processor as defined in the personal data protection legislation. These Articles 16 to 22, inclusive, together with practical terms of agreement for data processing, constitute a processor agreement as defined in Article 28 (3) of the General Data Protection Regulation (the GDPR), as included either in the Contract or a separate attachment.

16. General

- 16.1. Schouten Beheer processes the personal data for the Client in accordance with the written instructions of the Client.
- 16.2. The Client, or the Client's client, is the controller as defined by the GDPR, has control over the processing of the personal data, and has identified the purpose and means of processing the personal data.
- 16.3. Schouten Beheer is the processor as defined by the GDPR and therefore has no control over the purpose and means of processing the personal data and therefore does not take any decisions concerning, inter alia, the use of personal data.
- 16.4. Schouten Beheer implements the GDPR as set out in Articles 16 to 22, inclusive, of these General Conditions and in the Contract. It is for the Client to determine on the basis of this information whether Schouten Beheer offers adequate guarantees regarding the application of suitable technical and organisational measures so that the processing satisfies the requirements of the GDPR, and the protection of the rights of the data subjects are sufficiently guaranteed.
- 16.5. The Client guarantees to Schouten Beheer that it will act in accordance with the GDPR, that it will at all times adequately secure its systems and infrastructure, and that the content, use, and/or processing of the personal data is not unlawful and does not infringe any third-party rights.
- 16.6. The Client is not entitled to recover from Schouten Beheer any administrative penalty imposed upon it on whatever legal basis by the supervisory authority. For the purposes of Articles 17 to 23, inclusive, of these General Conditions, 'supervisory authority' means the supervisory authority as defined in the GDPR.

17. Security

- 17.1. Schouten Beheer takes the technical and organisational security measures as described in the Contract. In taking these technical and organisational measures, Schouten Beheer has

taken account of the state of the art, the cost of implementing the security measures, the nature, extent and context of the processing, the nature of the products and services, the processing risks, and the diverse risks – in terms of probability and degree of seriousness – for the rights and freedoms of the data subjects that, given the use it intends for the products and services, it may expect.

- 17.2. Unless expressly stated otherwise in the Contract, the Work is not geared to the processing of special categories of personal data or data concerning criminal convictions or illegal acts.
- 17.3. Schouten Beheer will endeavour to ensure that the security measures it takes are suitable for the use intended by Schouten Beheer.
- 17.4. The Client is of the opinion that the security measures as described, having regard to the factors identified in section 1 of this article, offer a security level geared to the risk of the processing of the personal data used or supplied by the Client.
- 17.5. Schouten Beheer may make changes to the security measures taken if it is of the opinion that these are necessary for the continued supply of an appropriate security level. Schouten Beheer shall make a record of significant changes and where relevant notify the Client of these changes.
- 17.6. The Client may request Schouten Beheer to take additional security measures. Schouten Beheer is not obliged to incorporate any such request into its security measures. Schouten Beheer may pass on to the Client the costs associated with a request to make changes to the Client's instructions. Schouten Beheer is not obliged to actually implement these security measures until changes to the security measures desired by the Client have been agreed in writing between the Parties.

18. Personal data breaches

- 18.1. Schouten Beheer does not guarantee that the security of data is assured in all circumstances. If Schouten Beheer discovers a personal data breach, it must notify the Client without any unreasonable delay. In the absence of any specific agreed terms, Schouten Beheer will contact the Client's contact person in the usual way.
- 18.2. It is for the controller (the Client, or the Client's client) to assess whether the personal data breach notified by Schouten Beheer must also be notified to the supervisory authority or the data subject. The reporting of personal data breaches is always the responsibility of the controller (the Client or the Client's client). Schouten Beheer is not obliged to report personal data breaches to the supervisory authority and/or the data subject.
- 18.3. Schouten Beheer shall, if necessary, supply further information about a personal data breach and assist in providing necessary information to the Client so that this can be forwarded to the supervisory authority or the data subject.
- 18.4. Schouten Beheer may pass on to the Client the reasonable costs incurred in this regard at the then current charging rates.

19. Confidentiality

- 19.1. Schouten Beheer guarantees that the persons who under its responsibility process personal data are subject to a duty of confidentiality.
- 19.2. Schouten Beheer is entitled to supply personal data to third parties if and to the extent that this is necessary for the purposes of any judicial proceedings, a statutory requirement, a validly made order from a public body, or

for the proper performance of the Contract.

20. Obligations upon termination

- 20.1. If a processor agreement is terminated, Schouten Beheer shall delete all personal data in its possession received from the Client within the period stipulated in the Contract in such a way that it can no longer be used and is no longer accessible or, if so agreed, returned in a machine-readable format to the Client.
- 20.2. Schouten Beheer may pass on to the Client any costs it incurs in the context of the preceding section. Further terms may be agreed in this regard in the Contract.
- 20.3. The provisions of the first section of this Article do not apply if a statutory regulation prevents the full or partial deletion or return of the personal data by Schouten Beheer. In such a case Schouten Beheer shall only continue to process the personal data insofar as necessary to comply with its statutory obligations. The provisions in the first section of this article likewise do not apply if Schouten Beheer is the controller as defined by the GDPR with regard to the personal data.

21. Rights of the data subject, Data Protection Impact Assessment (DPIA) and audit rights

- 21.1. Schouten Beheer shall, where possible, cooperate with a reasonable request from the Client connected with the rights of a data subject claimed by that data subject against the Client. If Schouten Beheer is approached directly by a data subject, it will refer such person where possible to the Client.
- 21.2. If the Client is so required under the GDPR, Schouten Beheer will cooperate with a data protection impact assessment (DPIA) or a subsequent preliminary consultation if reasonably requested to do so.
- 21.3. On request by the Client, Schouten Beheer shall supply all information that is reasonably necessary to demonstrate compliance with the terms of the Contract regarding the processing of personal data, in accordance with the relevant terms of the GDPR. If the Client nevertheless has reason to believe that the processing of personal data is not in compliance with the Contract then it may have carried out no more than one time per year an audit, at the Client's expense, to be conducted by an independent, certified, external expert with demonstrable experience with the type of processing carried out on the basis of the Contract. Schouten Beheer is entitled to refuse an expert that it believes will harm its competitive position. The audit shall be limited to the audit of compliance with the terms regarding the processing of personal data as set out in the Contract. Such expert has a duty of confidentiality in respect of what he discovers and he shall only report to the Client anything that constitutes a

breach of compliance by Schouten Beheer of its obligations under the Contract. The expert shall supply Schouten Beheer with a copy of his report. Schouten Beheer may refuse an expert, or an audit or instruction from that expert, if it believes that this would be in breach of the GDPR or other legislation, or constitutes an impermissible breach of the safety measures it has taken.

- 21.4. The Parties shall negotiate as quickly as possible about the results of the report. The Parties shall follow the recommended improvements as set out in the report to the extent they may be reasonably expected to do so. Schouten Beheer shall implement the recommended improvements insofar as in its judgment these are appropriate having regard to the processing risks connected with its Work, the state of the art, the costs of implementation, the market in which it operates, and the intended use of the Work.
- 21.5. Schouten Beheer is entitled to pass on to the Client the costs incurred with regard to the provisions of this article.

22. Sub-processors

- 22.1. Schouten Beheer will indicate in the Contract whether a third party, and if so, which third party (sub-processor) it will engage in the processing of the personal data.
- 22.2. The Client gives its consent to Schouten Beheer to engage other sub-processors for the performance of the obligations of Schouten Beheer under the Contract. Schouten Beheer shall notify the Client about any changes to the third parties thus engaged by Schouten Beheer. The Client is entitled to object to any said changes by Schouten Beheer.

For any questions, please contact Schouten Beheer B.V. using the contact form on our website.:

Schouten Beheer B.V.
KVK 18121018