

AKKERMANS & PARTNERS GENERAL TERMS AND CONDITIONS & PROCESSING AGREEMENT

Version 3.1
Date 20 April 2023

These General Terms and Conditions apply to all offers (by means of the Website) or quotations provided by Akkermans & Partners, including Akkermans & Partners Software B.V., Akkermans & Partners Knowledge B.V. and/or Akkermans & Partners Netwerken B.V. (hereinafter: "Akkermans & Partners"), separately or jointly, with regard to its Services and form an integral part of every Agreement between Akkermans & Partners and the Client. Provisions or conditions drawn up by the Client that deviate from or do not form part of these General Terms and Conditions are expressly rejected and do not form part of the Agreement.

ARTICLE 1. DEFINITIONS

The capitalised terms in the General Terms and Conditions have the following meaning.

- 1.1. **Accounts:** the information based on which a Client may use the Services of Akkermans & Partners. The Client has a so-called "Company Account" for activating the Services and User Accounts for the authentication of Named Users and the use of the Services.
- 1.2. **Akkermans & Partners:** Akkermans & Partners Software B.V. (Chamber of Commerce number: 18030369), Akkermans & Partners Knowledge B.V. (Chamber of Commerce number: 18048659) and/or Akkermans & Partners Netwerken B.V. (Chamber of Commerce number: 18076823), separately or jointly, depending on the Services purchased, with registered office at Koningshoeven 63 in Tilburg, the Netherlands.
- 1.3. **General Terms and Conditions:** the provisions laid down in this document.
- 1.4. **Applications:** inter alia knowledge applications and consultancy applications as developed by Akkermans & Partners or by third parties, but as operated by Akkermans & Partners, with the specifications as set out in the Agreement and provided on premise and/or through FSO.
- 1.5. **Participant(s):** the natural person who participates in a Training Programme and/or an exam under the responsibility of the Client.
- 1.6. **Data:** all information stored as and where applicable by the Client through or for the purpose of the Services.
- 1.7. **Service(s):** the service or services, including cloud services to be provided by Akkermans & Partners on behalf of the Client, including but not limited to:
 - a) FinSourceOne (FSO): the online platform which contains inter alia all consultancy applications, knowledge applications and content and, where applicable, for which the Client must have Accounts to use the Services;
 - b) On-premise Consultancy Applications: the provision of Consultancy Applications that can be installed on premise through FSO;
 - c) Consultancy Applications: the provision of Consultancy Applications that are available within FSO;

- d) Knowledge Applications: the provision of Knowledge Applications that are available within FSO;
 - e) Content: (knowledge) content, including but not limited to: (technical) articles, readers, cases, e-learning modules and training programmes, e-books, (interactive) videos & storytelling, animations & illustrations, webinars, web lectures, and all other information offered through the Services;
 - f) Training Programme(s) & Exam(s): (in-company) Services consisting of the provision of classroom education, (classroom) exams, masterclasses, workshops and (user) training, provided on the initiative of Akkermans & Partners and intended for several parties, unless the training programmes and/or exams take place in-company at the Client's request. In that case, the training courses and/or exams concerned are not accessible to several parties, but only to parties selected by the Client;
 - g) Consultancy: the performance of consultancy services and consultancy calculations on the instructions of the Client;
 - h) Other services as described in the offer or quotation provided by Akkermans & Partners.
- 1.8. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyright, source code, database rights, domain names, trade name rights, trademark rights, model rights, neighbouring rights, patent rights, as well as know-how.
- 1.9. **Additional Work:** the work carried out or other performances delivered by Akkermans & Partners that fall outside the content and/or scope of the work and/or performances agreed in the Agreement, or changes thereto.
- 1.10. **Named User:** the natural person who is employed within the Client's organisation or who is self-employed, as well as – but not limited to – the person employed by or externally hired by the Client, who, under the Client's responsibility and in accordance with these General Terms and Conditions, has been granted access to the Services and uses the functionalities of the Services under the Client's responsibility.
- 1.11. **Support:** all actions to be performed by Akkermans & Partners with regard to the support of the communication between the Parties and the provision of Services, including but not limited to answering questions as described in Article 22 of these General Terms and Conditions.
- 1.12. **Client:** the natural person or legal entity with whom Akkermans & Partners has entered into an Agreement.
- 1.13. **Agreement:** all Agreements between Akkermans & Partners and the Client under which Akkermans & Partners provides Services to the Client. Each Agreement inter alia includes an overview of the number of Licences purchased, the number of Named Users permitted, the Partner arrangements and any alternative arrangements made, if these have not been laid down in an addendum.
- a) Commencement Date: the date on which the Agreement takes effect and/or on which the provision of the Service commences;
 - b) Licence: the non-exclusive, non-transferable right of use granted by Akkermans & Partners to the Client for the use of the Services.

- 1.14. **Party/Parties:** each party to the Agreement.
- 1.15. **Partners:** organisations and companies that are permitted to distribute and operate the agreed Services of Akkermans & Partners for the support of (consultancy) organisations that they support as their customers.
- 1.16. **Updates:**
 - 1. Minor Updates: minor alterations to and upgrades of FSO and the Applications for the purpose of bug fixing, improving the functionality and/or remedying errors.
 - 2. Major Updates: structural alterations to and upgrades of FSO and the Applications related to the addition of functionalities.
- 1.17 **Website:** akkermans.nl, akkermanspartners.be and finsourceone.com or all subdomains and other extensions of these domain names.

MODULE A – GENERAL

ARTICLE 2. APPLICABILITY AND ORDER OF PRIORITY

- 2.1 The specific modules apply insofar as the requested or offered Services fall under the scope of application described in the module. If a specific module applies, the content thereof will prevail over Module A insofar as it deviates from the provisions of this Module A.
- 2.2 The definitions as set out in Article 1 apply to all modules of these General Terms and Conditions, unless another meaning is assigned to them elsewhere in this Agreement and/or these General Terms and Conditions.
- 2.3 In case of any conflict between the provisions of the Agreement, General Terms and Conditions or Appendices thereto, the following order of priority will apply:
 - i. the Agreement;
 - ii. any Processing Agreement concluded;
 - iii. any Appendices to the Agreement;
 - iv. these General Terms and Conditions.

ARTICLE 3. OFFERS AND FORMATION OF AN AGREEMENT

- 3.1 The Agreement is formed by means of express (written) acceptance of the offer by the Client or by placing an order via the Website, through an order confirmation sent by email, through an order by telephone, or through the payment of an invoice.
- 3.2 If the Client does not expressly state his agreement to the quotation or the offer, but nevertheless consents to or at least gives the impression that he consents to Akkermans & Partners carrying out work that falls within the scope of the description of the Services, the quotation or offer will be deemed to have been accepted. This also applies when the Client asks Akkermans & Partners to perform certain work and/or assignments without waiting for a formal quotation.
- 3.3 All offers provided by Akkermans & Partners are without obligation and are valid during the term stated in the offer. If no term has been stated, the offer will be valid until thirty (30) days after it was made.

- 3.4 The Agreement runs from the time at which the communication or the action meaning that the offer is accepted by the Client is received by Akkermans & Partners and/or the Service has (technically) been delivered to the Client (hereinafter: “the Commencement Date”), unless a different Commencement Date was agreed in writing, or the performance was delivered if it concerns a Service that does not have a commencement date.

ARTICLE 4. PERFORMANCE OF THE AGREEMENT

- 4.1 After the formation of the Agreement, Akkermans & Partners will perform this to the best of its abilities, applying due care and professionalism, in accordance with the Agreement.
- 4.2 Any time limits stated by Akkermans & Partners will never be deadlines. However, Akkermans & Partners will make efforts to meet the time limits stated. If it turns out that Akkermans & Partners will not meet the relevant time limit, Akkermans & Partners will, to the extent possible, inform the Client of this.
- 4.3 The Client is obliged to do and refrain from doing all that is reasonably desirable and necessary for facilitating a correct and timely performance of the Services. In particular, the Client ensures that all information of which Akkermans & Partners states or the Client should reasonably understand that it is necessary for the performance of the Services is provided to Akkermans & Partners in a timely manner, correctly and in full.
- 4.4 The Client hereby grants Akkermans & Partners permission for engaging third parties for the performance of the Agreement. Any associated unexpected additional costs will only be for the Client's account if such has been agreed in writing in advance. These General Terms and Conditions also apply to the work carried out by third parties in the context of the Agreement.

ARTICLE 5. SERVICES TO BE PROVIDED

- 5.1 From the Commencement Date, Akkermans & Partners will provide the Client with the Service(s) in accordance with the Agreement.
- 5.2 When purchasing the Service(s), the Client will ensure strict compliance with all applicable laws and regulations.
- 5.3 The Client will provide Akkermans & Partners with access to all places, services and accounts under its management which Akkermans & Partners needs for delivering the Services. In special cases, it may be agreed that the Client itself will place the necessary data or implement adjustments to these services or accounts.

ARTICLE 6. REGISTRATION AND ACTIVATION

- 6.1 To be able to use the Services, the Client must register with a Company Account. After registration, the Client will in principle be able to use the Services immediately by creating Named Users.
- 6.2 In some cases, the Services need to be activated additionally prior to their use, by means of an activation code as supplied by Akkermans & Partners.
- 6.3 After registration or activation of the Services, the Client shall create login details or obtain login details from Akkermans & Partners. The Client is himself responsible for choosing sufficiently strong user names and passwords and is aware that loss or breach of such login details may result in unauthorised access to the Services.

- 6.4 The Client and Named Users shall keep login details, user names and passwords strictly confidential. Akkermans & Partners may assume that a Client and/or a Named User registering on FSO, the Website or through the Applications, is indeed that Client and/or Named User. Everything that happens on the Company Account of the Client or Named User happens under the responsibility and at the risk of the Client.
- 6.5 If for whatever reason Akkermans & Partners suffers any damage as a result of the Client providing his login details to (unauthorised) third parties, the Client will be fully liable for such damage.
- 6.6 If the Client knows or suspects that his login details, or login details of his Named Users, have been obtained by unauthorised persons, he shall change his password and/or notify Akkermans & Partners as soon as possible, to enable Akkermans & Partners to take appropriate measures.
- 6.7 The Client is liable for everything that happens on the Client's Accounts, unless the Client has informed Akkermans & Partners in accordance with the above in a timely manner about possible abuse and Akkermans & Partners has not reasonably taken appropriate measures to limit any damage, insofar as this lies within its powers.

ARTICLE 7. SUPPORT

- 7.1 When delivering the Services, Akkermans & Partners will make efforts to provide Support in the form of email support, through an online helpdesk, by telephone or through remote support which in the opinion of Akkermans & Partners provides adequate Support.
- 7.2 The online helpdesk is the first point of contact for communication between the Parties, the email support is the second. The availability of telephone support is only limited, for a limited number of questions.
- 7.3 In addition to the Support referred to in Article 0, Akkermans & Partners is prepared to perform additional support activities on behalf of the Client. At the Client's request, Akkermans & Partners will draw up an offer for this purpose. The General Terms and Conditions also apply to this offer.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Intellectual Property Rights with regard to the Content (as referred to in Article 1.7e) and/or Services, including – but not limited to - the Intellectual Property Rights to the educational and training materials, the applications, the source code, documentation, look-and-feel, interfaces, (third-party) connectors, layout, as well as all information and images, are and remain vested in Akkermans & Partners and/or its licensors only.
- 8.2 Content is not taken to mean any information that Client stores or otherwise processes through the Services. With regard to the information as referred to above, Akkermans & Partners has a right of use to deploy this (anonymised) information for its Services and/or for statistical purposes, in accordance with the applicable privacy laws.
- 8.3 Nothing in this Agreement is intended to transfer any Intellectual Property Rights to the Client. The use that the Client may make of the Content and/or Services is limited to what has been set out in the Agreement. The Client will not perform any acts that may infringe the Intellectual Property Rights of Akkermans & Partners and/or its licensors, including – but not limited to – the unauthorised disclosure and/or multiplication of the Content and/or

Services, licencing or selling the Content and/or Services to third parties and/or registering domain names, trademarks or Google AdWords keywords that look like or are identical to any mark with regard to which Akkermans & Partners or its licensors can exercise Intellectual Property Rights.

- 8.4 Without prior permission from Akkermans & Partners, the Client is not permitted to modify the Content of the Services, in full or in part. Akkermans & Partners will always be entitled to refuse permission or attach conditions to its permission – including conditions with regard to the manner and quality of implementation of the modifications desired by the Client. The Client bears the entire risk of all modifications – whether or not with permission from Akkermans & Partners – made by or on the instructions of the Client.
- 8.5 The Client acknowledges and accepts that any unauthorised use of the Content and/or Services, documentation, look-and-feel, interfaces, layout or other materials subject to Intellectual Property Rights of Akkermans & Partners or its licensors, infringe the Agreement and the applicable laws and regulations and also accepts any liability for all damage arising as a result.
- 8.6 Akkermans & Partners is entitled to have technical measures taken to protect the Content and/or Services against unlawful use and/or against use in a way or for purposes other than as agreed between the Parties. The Client will not remove or circumvent these technical measures, or cause them to be removed or circumvented.
- 8.7 Akkermans & Partners may make third-party software available to the Client. The (open source) conditions, including licence terms, of those third parties may apply to such software. The Client warrants that he accepts these third-party conditions and will strictly comply with them.
- 8.8 The Client is not permitted to remove, render illegible, hide or modify notifications or statements pertaining to Intellectual Property Rights.
- 8.9 Akkermans & Partners will never be obliged to provide the Client with (a physical carrier of) the Applications in source code or other software (whether or not in the form of source code) used during the development of the Content and/or Services.
- 8.10 The Client will impose at least the same conditions as set out in this Agreement with regard to the Content and/or Services on the Named Users.

ARTICLE 9. GRANTING OF A LICENCE

- 9.1 Akkermans & Partners hereby grants, for the duration and under the conditions of the Agreement, a non-exclusive, non-transferable Licence within the meaning of Article 1.9b) to the Client, to the extent necessary for the envisaged use of the Services, which Licence is hereby accepted by the Client.
- 9.2 The Client is entitled to use the Services under the Licence for the Client's company or organisation, but only in accordance with the provisions of the Agreement between the Parties and these General Terms and Conditions that apply to this Agreement.
- 9.3 Akkermans & Partners is entitled to limit the maximum number of users of the Services. The Client may request to add extra users, at the costs specified for this purpose. The number of users permitted is set out in the Agreement or made clear through the Services. The Client is not permitted to exceed the maximum number of users to share, or allow the sharing of, Named User accounts.

- 9.4 The Client is expressly prohibited from selling, renting out, transferring, providing, or otherwise making any rights with regard to the Services available to third parties. In derogation from the above, the Client is permitted to make the Services available to Named Users for use of the Services under the same conditions as applicable to the Client under the Agreement and these General terms and Conditions.
- 9.5 Nor is it permitted, with regard to the Services, FSO and the associated Applications, Content and Accounts, to:
- a) reverse-engineer or decompile the source code, except as permitted under mandatory law;
 - b) separate the parts of the Services for use on more than one device, unless agreed in writing;
 - c) provide third parties with a copy or copies thereof;
 - d) sublicense the Services, FSO and the associated Applications, Content and Accounts or make them available to third parties, by means of rental, Software-as-a-Service constructions, or otherwise;
 - e) share Accounts with colleagues, other branches or fellow-offices, or in any other way that may disadvantage Akkermans & Partners;
 - f) make modifications, except to the extent permitted under mandatory law or with express prior permission from Akkermans & Partners;
 - g) remove notifications of Akkermans & Partners and/or its licensors as being the entitled party, or render them illegible;
 - h) deploy the Services for offering services to other (consultancy) organisations that fall under the target groups of Akkermans & Partners, as a result of which Akkermans & Partners misses out on income from licences, subscriptions and/or one-time income, unless the Client offers the agreed Services in the capacity of a Partner. Partners are always bound by the conditions applicable in this context, which have been set out in these General Terms and Conditions, the Agreement and/or in an addendum that forms an inextricable part of the Agreement.
- 9.6 The Client will impose at least the same conditions with regard to the use of the Services, as set out in these General Terms and Conditions and the relevant Agreement, on the Named Users.
- 9.7 Akkermans & Partners is entitled to refuse to provide or to withdraw the right of use as referred to in Article 0 if the Client fails or has failed to meet the provisions of these General Terms and Conditions and/or the Agreement between the Parties. In that case, Akkermans & Partners will notify the Client in writing. If the refusal to provide or the withdrawal of the right of use results in Akkermans & Partners being unable to provide Services as specified in these General Terms and Conditions or the Agreement, Akkermans & Partners cannot be held liable for any damage arising therefrom.
- 9.8 If the Client acts in contravention of any provision of Articles 8 and 9, the Client will owe Akkermans & Partners an immediately due and payable penalty of EUR 25,000 for each violation and EUR 2,500 for each day during which the violation continues, up to a maximum penalty of EUR 100,000. With regard to the Services, the penalties are EUR 15,000 for each violation and EUR 1,500 for each day during which the violation continues,

up to a maximum penalty of EUR 30,000. The penalties are always without prejudice to the right of Akkermans & Partners to full compensation of damage in accordance with the law.

ARTICLE 10. PRICES

- 10.1 The Client pays Akkermans & Partners a fee for the Services.
- 10.2 Unless explicitly stated otherwise, all prices stated by Akkermans & Partners are exclusive of VAT and other levies imposed by the government. The prices exclusive of VAT also apply for Services that are exempt from VAT.
- 10.3 If a price was based on information provided by the Client and this information turns out to be incorrect, Akkermans & Partners will be entitled to adjust the prices accordingly, even after the formation of the Agreement.
- 10.4 During the term of the Agreement, Akkermans & Partners is entitled to increase the prices for the Services annually in accordance with the relevant price indices for business services as published by Statistics Netherlands (Dutch CBS). For Clients in Belgium, the prices for the Services are increased annually in accordance with the relevant consumer price indices as published by STATBEL. For clients in Germany, the prices for the Services are increased annually in accordance with the relevant indices of the Erzeugerpreisindizes für Dienstleistungen as published by DESTATIS Statistisches Bundesamt. If a supplier of Akkermans & Partners increases the prices in the interim, Akkermans & Partners will be entitled to pass on this increase to the Client in full and with immediate effect. Akkermans & Partners will give written notice of any price adjustments.
- 10.5 If it turns out that, due to organisational changes, the Client no longer meets the conditions by virtue of which he was classified on entering into the Agreement, Akkermans & Partners will be entitled to adjust the price conditions in the interim and issue the Client with additional invoices based on these organisational changes.

ARTICLE 11. ADDITIONAL WORK

- 11.1 All changes to the Services, either on the Client's request or as a result of the fact that due to unforeseen external circumstances, a different performance is absolutely necessary, are regarded as Additional Work if they involve extra costs. These costs are invoiced to the Client in accordance with these General Terms and Conditions.
- 11.2 Before charging costs for Additional Work, Akkermans & Partners shall inform the Client in a timely manner about the circumstances and extra costs as referred to in Article 11.1. If in retrospect the Client does not agree to the additional costs, the Client will be entitled to cancel the part of the Additional Work that has not yet been carried out, but without being entitled to restitution or remission of the costs of any Additional Work that was already carried out.

ARTICLE 12. PAYMENT CONDITIONS

- 12.1 Akkermans & Partners will invoice the Client in advance for non-recurrent amounts owed by the Client. The recurrent amounts owed will be invoiced to the Client by means of a monthly direct debit collection or by means of an annual invoice, prior to the period concerned. Files for which a periodic fee is payable will automatically be invoiced in arrears

after creating the invoice for the first month, after which the periodic invoicing for the files in question commences.

- 12.2 If the Client places an order on the Website, the Client will have to make a payment in accordance with one of the payment methods offered on the Website or by means of an invoice. If the order is made through the Services, Akkermans & Partners will invoice the amounts payable and send an adjusted Agreement or clearly specify these amounts through the Services.
- 12.3 Akkermans & Partners may issue electronic invoices to the Client's email address known to Akkermans & Partners. The Client agrees to this manner of invoicing.
- 12.4 The payment term of an invoice is fourteen (14) days after the invoice date, unless otherwise agreed in writing.
- 12.5 If the Client has not paid in full after this term, Akkermans & Partners will inform the Client of this and grant a term of seven (7) days for payment. If the Client fails to pay, he will automatically be in default of payment, without a notice of default being required. In the event of late payment, the Client will be obliged to pay the judicial and extrajudicial costs, including any and all lawyer's fees, in addition to the amount payable and the interest owed on these amounts.
- 12.6 If, based on facts and circumstances, there may be reasonable doubt as to whether the Client will be able to meet his payment obligations, Akkermans & Partners will be entitled to ask the Client for a financial guarantee in the form of a surety for six (6) months of services.

ARTICLE 13. LIABILITY

- 13.1 Akkermans & Partners is only liable towards the Client for direct damage resulting from an attributable shortcoming in the performance of the Agreement. Direct damage only includes:
 - a) damage directly inflicted on tangible objects ("property damage");
 - b) damage consisting of fees paid with regard to Services that were not properly provided.
 - c) reasonable costs for establishing the cause and the extent of the damage, insofar as they relate to the direct damage as referred to in this Article;
 - d) reasonable and demonstrable costs incurred by the Client for preventing or limiting the direct damage as referred to in this Article.
- 13.2 Akkermans & Partners is never liable for compensation of damage other than direct damage, such as indirect damage and consequential damage or damage because of missed sales or profits, losses due to delays, losses due to loss of data, losses due to exceeding the terms as a result of changed circumstances, losses resulting from the provision of inadequate cooperation, faulty information or defective materials by the Client and damage due to information or advice provided by Akkermans & Partners, the content of which does not explicitly form part of this Agreement.
- 13.3 The maximum amount to be paid pursuant to Article 13.1 for each event or a series of connected events is limited to the amount that equals the fees owed by the Client by virtue of the Agreement in the past twelve (12) months (excluding VAT). A period of the past six (6) months applies for the Training Programmes & Exams and Training Sessions &

Consultancy Services. However, the total compensation for direct damage will never amount to more than EUR 10,000 (excluding VAT).

- 13.4 The limitation of liability within the meaning of the preceding paragraphs of this Article will cease to apply if and insofar as there is intent or gross negligence on the part of the management of Akkermans & Partners and insofar as this damage is covered under the professional liability insurance of Akkermans & Partners.
- 13.5 The liability of Akkermans & Partners for an attributable shortcoming in the performance of the Agreement will only arise if the Client promptly and properly gives Akkermans & Partners written notice of default, while stating a reasonable period for remedying the shortcoming, and if Akkermans & Partners' attributable failure to fulfil its obligations continues after that term. The notice of default shall contain a description of the shortcoming that is as detailed as possible, to enable Akkermans & Partners to respond adequately.
- 13.6 The Client indemnifies Akkermans & Partners against all claims made by third parties (including customers of the Client) with regard to any compensation of damage, fines imposed by supervisory authorities, or costs or interest related to this Agreement and/or the Service.

ARTICLE 14. FORCE MAJEURE

- 14.1 Neither Party can be obliged to fulfil any obligation if a circumstance that is beyond the Parties' control and that could not or should not have been foreseen on entering into the Agreement renders any reasonable possibility of performance impossible.
- 14.2 Force majeure includes inter alia, but is not limited to: breakdowns of public infrastructure which is usually available to Akkermans & Partners and on which the provision of the Services depends, but over which Akkermans & Partners cannot exercise any actual control or enforce any contractual obligation to perform, such as Internet networks that Akkermans & Partners did not conclude any contract with; breakdowns in infrastructure and/or Services of Akkermans & Partners that were caused by computer-related crime, for example (D)DOS attacks or (successful or unsuccessful) attempts to circumvent the network security or system security; shortcomings on the part of suppliers of Akkermans & Partners which Akkermans & Partners could not foresee and for which Akkermans & Partners cannot hold its supplier liable, e.g. because the relevant supplier was (also) affected by force majeure; defectiveness of items, equipment, software or other source materials the use of which was prescribed by the Client; non-availability of staff members (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks, and civil commotion.
- 14.3 If a force majeure situation lasts for more than thirty (30) days, either Party will be entitled to terminate the Agreement in writing. In that case, everything that was already performed under the Agreement will be settled proportionally, without the Parties owing each other anything in all other respects.

ARTICLE 15. PERSONAL DATA AND SECURITY

- 15.1 The personal data to be processed by Akkermans & Partners in the performance of the Services is subject to the General Data Protection Regulation (hereinafter: "GDPR").

- 15.2 In the context of the Services to be provided, Akkermans & Partners will ensure compliance with its obligations under the GDPR, which may vary depending on its role of processor or controller. These obligations in any case include offering an appropriate level of security, taking into consideration the risks involved in the processing operations and the nature of the personal data to be protected.
- 15.3 In the context of the Services to be purchased, the Client will ensure compliance with his obligations under the GDPR. These obligations in any case include the correctness and correct collection of the personal data to be processed.
- 15.4 A processing agreement, which applies if Akkermans & Partners may be regarded as the processor, that includes additional safeguards with regard to the processing of personal data, forms part of the Agreement and these General Terms and Conditions.
- 15.5 At any time, the Client can download, through the interface, the Data that is used or processed by the Client via the Services. Akkermans & Partners is not obliged to make Data or any other form of backup available to the Client of its own accord.

ARTICLE 16. CONFIDENTIALITY

- 16.1 The Parties will treat all information that they provide to each other before, during or after the performance of the Agreement as confidential if this information has been marked as confidential or if the receiving Party knows or should reasonably suspect that the information was meant to be confidential. The Parties also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.
- 16.2 Akkermans & Partners will not take cognizance of data stored or distributed by the Client through the Services of Akkermans & Partners, unless this is necessary for a proper performance of the Agreement or if Akkermans & Partners is required to do so by virtue of a statutory provision or court order.
- 16.3 The obligation of confidentiality will continue to exist after termination of the Agreement for whatever reason, for as long as the disclosing Party may reasonably rely on the confidential nature of the information.

ARTICLE 17. DURATION OF THE AGREEMENT

- 17.1 The Agreement is entered into for the period as stated in the Agreement. If no period is stated, an Agreement that can be terminated each month is assumed, provided that payment is made via direct debit collection. In case of annual payments, a duration of twelve (12) months is assumed automatically.
- 17.2 Article 17.1 only applies to Agreements concluded after 08/2019. All Agreements concluded before this period are Agreements with a duration of 1 year, as agreed in the Agreements concluded before that period.
- 17.3 If the Agreement concerns an agreement for twelve (12) months, it will – if no written notice of termination is received no later than 3 months before the end of the above-mentioned period – every time be tacitly extended by twelve (12) months, unless otherwise agreed in writing.
- 17.4 In derogation from Book 7, article 408 of the Dutch Civil Code, earlier interim termination of the Agreement with a duration of twelve (12) months has been excluded.

- 17.5 Akkermans & Partners may suspend or terminate the Agreement in writing with immediate effect, if at least one of the following special grounds applies:
- a) the Client is in default with regard to an essential obligation under the Agreement;
 - b) a petition for bankruptcy has been filed against the Client;
 - c) the Client has applied for a suspension of payment;
 - d) the Client's activities are terminated or liquidated.
- 17.6 If the Agreement is terminated or suspended, the enforceable claims of Akkermans & Partners against the Client become immediately due and payable. In the event of termination of the Agreement by suspension, the amounts already invoiced for performances delivered will remain owed, without any obligation to reverse.
- 17.7 The right to suspension in the aforementioned cases applies simultaneously to all Agreements entered into with the Client, even if the Client is in default with regard to one single Agreement and without prejudice to the right of Akkermans & Partners to compensation of damage, lost profits and interest.
- 17.8 In the event of (notice of) termination for whatever reason, Akkermans & Partners will be entitled to cease or terminate the Service with immediate effect after the date on which the Agreement expires and – to the extent permitted under the GDPR – to erase all Data stored on behalf of the Client or make this Data inaccessible. At such time, Akkermans & Partners will not be obliged to provide the Client with a copy of this Data of its own accord. The Client may request a copy before termination, at the Client's expense.
- 17.9 If the Client acts in contravention of these General Terms and Conditions, Akkermans & Partners will be entitled to block access to the Services and suspend its obligations under this Agreement.
- 17.10 If the Client fails to fulfil any essential obligation under the Agreement, Akkermans & Partners will be entitled, without any notice of default, to take back any goods delivered or block access to the Services, in addition to suspending the Services, and the Client will no longer have the possibility to install any Updates, without prejudice to the right of Akkermans & Partners to compensation of damage, lost profits and interest, as well as the claim to payment for the Services that were suspended.
- 17.11 If the Client is in default, Akkermans & Partners will be entitled to limit its services, for example by limiting access to the Service by blocking the Licence, provided that it informs the Client of this at least 48 hours in advance.

ARTICLE 18. CHANGES TO THE CONDITIONS

- 18.1 Akkermans & Partners reserves the right to change or supplement the Services and these General Terms and Conditions. Changes also apply to Agreements already concluded, with due observance of a period of thirty (30) days after announcement of the change.
- 18.2 Changes are communicated on the Website, or by email to the Client, or through the Services, or through another channel for which Akkermans & Partners can prove that the announcement has reached the Client. Non-substantive changes of minor importance may be implemented at any time and do not require any announcement.
- 18.3 If the Client does not want to accept a change, the Client must notify Akkermans & Partners of this in writing and with statement of reasons within fourteen (14) days after announcement. In that case, Akkermans & Partners may reconsider the change. If

Akkermans & Partners does not withdraw the change then, the Client may terminate the Agreement until the date on which the new conditions take effect, with effect from this date, if the Client can demonstrate that this change substantially prejudices the Client.

ARTICLE 19. OTHER PROVISIONS

- 19.1 Dutch law applies to the Agreement.
- 19.2 Unless prescribed otherwise by mandatory rules of law, all disputes that may arise from the Agreement will be submitted to the competent Dutch court in the Zeeland-West-Brabant district.
- 19.3 In these General Terms and Conditions, “written” and “in writing” also include communication by email, provided that the identity of the sender and the integrity of the contents have sufficiently been established.
- 19.4 If one or more provisions of the Agreement prove to be void, this will not affect the validity of the entire Agreement. In that case, the Parties will replace the void provision(s) with one or more new provisions that reflect the intentions of the original Agreement and General Terms and Conditions as much as legally possible.
- 19.5 The logfiles and other administration, electronic or otherwise, of Akkermans & Partners constitute conclusive proof of statements made by Akkermans & Partners, and the version of any (electronic) communication received or stored by Akkermans & Partners is deemed to be authentic, subject to proof to the contrary to be furnished by the Client.
- 19.6 The Parties will always promptly inform each other of any changes in name, postal address, email address, telephone number and, if requested, bank number or giro number.
- 19.7 The Client is at all times entitled to transfer his rights and obligations under the Agreement to a third party with prior written permission from Akkermans & Partners. This permission is not required in the event of a company takeover or a transfer of the majority of the Client’s shares. If any rights and obligations of the Client are transferred, the Client must inform Akkermans & Partners of this in advance, and Akkermans & Partners will be entitled to terminate the Agreement.
- 19.8 Without further permission being required, Akkermans & Partners is entitled to transfer its rights and obligations under the Agreement to a third party that takes over its Service(s) or the relevant business activity.
- 19.9 The applicability of the provisions of Book 6, article 227b, paragraph 1 and Book 6, article 227c of the Dutch Civil Code is expressly excluded.

MODULE B – Applications

If the Service (also) involves the provision of Consultancy Applications and Knowledge Applications, whether or not on premise, the provisions of this module will also apply.

ARTICLE 20. INSTALLATION AND DELIVERY

- 20.1 Unless otherwise agreed in writing, the Client will himself be fully responsible for the hardware, software and network environments, as well as for the installation of the Applications installed on premise.
- 20.2 Akkermans & Partners will provide Support for the installation of the Applications, but is at all times entitled to charge costs for this in accordance with Article 22.
- 20.3 The choice, purchase and management of these hardware, software and network environments is the sole and full responsibility of the Client. Akkermans & Partners will provide instructions on the desired configuration and network environment. If the designated environment does not meet the requirements of Akkermans & Partners, Akkermans & Partners will not be responsible for any failure to function of the Applications.
- 20.4 If necessary for the Support, the Client will, at the request of Akkermans & Partners, grant employees and auxiliary persons of Akkermans & Partners every possible access to the environment to enable installation, configuration, maintenance of and adjustments to the Applications. Physical access to hardware will only occur if this is necessary, and only after prior consultation with the Client.

ARTICLE 21. GUARANTEES AND AVAILABILITY

- 21.1 Akkermans & Partners will make efforts to deliver and have the Applications available in the best possible way.
- 21.2 The Client accepts that the Applications only contain the functionality and other properties as the Client finds them in the Application as the time of delivery (“as is”). Akkermans & Partners does not guarantee that the Applications will be available at any time and without interruptions or defects.
- 21.3 Akkermans & Partners is not obliged to remedy problems/defects in the Applications that are discovered more than three (3) months after delivery and that can be attributed to changes to the environment or other technical influences (including browsers, infrastructure, operating systems, and changed standards).
- 21.4 Adjustments that necessarily have to be implemented as a result of technical influences as referred to in the previous paragraph will be implemented in Minor Updates. Wherever possible, Akkermans & Partners will indicate the costs for this work in advance if these costs do not fall under the fee to be paid as referred to in Article 10.1.
- 21.5 The Client is aware that Akkermans & Partners does not have any influence on the hardware and infrastructure on which the Applications have been installed. Therefore, Akkermans & Partners does not give any guarantee with regard to the availability of the hardware and infrastructure, as well as the availability of the Applications as a result of any non-availability of the hardware and/or infrastructure.

ARTICLE 22. MAINTENANCE AND UPDATES

- 22.1 Akkermans & Partners regularly supplies the Client with Updates for the proper functioning of the Applications and will make efforts to keep the Applications used by the Client up to date. Updates are expressly not taken to mean the maintenance of the hardware and/or infrastructure on which the Applications have been installed.
- 22.2 Akkermans & Partners is entitled to adjust the Applications or parts of the Applications in order to improve the functionality and to rectify errors. This is why Akkermans & Partners releases updates from time to time or implements changes that may rectify errors or improve the functioning of the Applications (Minor Updates). If an adjustment results in a substantial change in functionality, Akkermans & Partners will make efforts to inform the Client of this. Akkermans & Partners is not obliged to compensate any damage caused by such adjustment.
- 22.3 Akkermans & Partners also releases updates from time to time that implement structural changes to and upgrades of the Applications in the context of adding functionalities (Major Updates).
- 22.4 Akkermans & Partners may depend on its supplier or suppliers for realising Updates. Akkermans & Partners is entitled not to install certain corrections or updates of a supplier if, in its opinion, this is not beneficial to a correct functioning of the Applications.
- 22.5 Whenever part or all of the Applications are temporarily taken out of service for implementing Updates, this will take place outside office hours as far as possible. Akkermans & Partners is not obliged to compensate any damage caused by such taking out of service.
- 22.6 No additional fees are charged for Updates.

MODULE C – (CLOUD) SERVICES

If the Service (also) involves the provision of (Cloud) Services, consisting of the making available of, among others, Consultancy Applications and Knowledge Applications, the provisions of this module will also apply.

ARTICLE 23. USAGE RULES

- 23.1 The Client is prohibited from violating relevant laws and regulations applicable to the Client or Akkermans & Partners or infringing the rights of third parties by using the (Cloud) Services, or from using the (Cloud) Services in such a way as to cause nuisance or hindrance for third-party users. This includes, but is not limited to, deploying own scripts or programmes or excessively often invoking the (Cloud) Service.
- 23.2 The Client is also prohibited from:
- a) infringing the Intellectual Property Rights of Akkermans & Partners and/or its licensors;
 - b) breaching the privacy of third parties, for example by sharing personal data without permission or necessity or repeatedly sending undesired communication;
 - c) sharing the user name and password with unauthorised third parties.
- 23.3 If Akkermans & Partners establishes that the Client violates the above-mentioned conditions, by means of own investigations or complaints from third parties, it will inform

the Client about this. If this does not result in an acceptable solution, Akkermans & Partners will be allowed to take action to end the violation. In urgent or serious cases, Akkermans & Partners may take any action it deems appropriate, without a warning. Akkermans & Partners may recover any costs reasonably and necessarily associated with these measures from the Client.

- 23.4 Akkermans & Partners is at all times entitled to report criminal offences established. Akkermans & Partners is also entitled to surrender the name, address, IP address and other identifiable data of the Client to a third party that makes a complaint about the Client's infringement of its right or the Agreement, provided that the correctness of that complaint is reasonably sufficiently plausible, there is no other way of obtaining this data, and the third party has an obvious interest in the surrender of the data.
- 23.5 Akkermans & Partners may recover the damage resulting from violations of these usage rules from the Client. The Client indemnifies Akkermans & Partners against all third-party claims relating to damage as a result of any violation of these usage rules.

MODULE D – TRAINING PROGRAMMES & EXAMS

If the Service (also) involves the provision of Training Programmes and/or exams, the provisions of this module will also apply.

ARTICLE 24. TRAINING PROGRAMMES

- 24.1 In case of a Training Programme, Akkermans & Partners will ensure the necessary facilities for the relevant Training Programme.
- 24.2 Participation in a Training Programme is based on the order of registration. Akkermans & Partners will confirm the registration in writing or refuse it with statement of reasons. If the Client's registration is received by Akkermans & Partners after the maximum number of participants in the Training Programme has been reached, Akkermans & Partners will keep the registration and accept it in case of cancellation by another Participant. Akkermans & Partners will make efforts to notify the Client in time.
- 24.3 In addition to the above, a reflection period of fourteen (14) days after registration applies at any time. Within this period, the Participant may give up registration without charges. The aforementioned reflection period ceases to apply when the fourteenth (14th) day prior to the start of the Training Programme is reached.
- 24.4 If, due to illness or another form of force majeure, a trainer is unable to provide the Training Programme, Akkermans & Partners will reserve the right to provide a different trainer or move the Training Programme to another date, on which a different trainer may be deployed as well.
- 24.5 The Client determines himself whether the Training Programme is suitable to the Participants or whether he will participate in the Training Programme. Any lack of prior knowledge on the part of the Client or the Participants is not a reason for cancellation and will not result in the lapse of the obligations under the Agreement and/or General Terms and Conditions.
- 24.6 Certain Training Programmes require previous education. The Client is responsible for checking whether the Participant has had the necessary previous education.

- 24.7 The Client will impose the same conditions as set out in these General Terms and Conditions on the Participants.
- 24.8 If the Training Programme is offered via an application, the provisions of Modules B and C will apply accordingly.

ARTICLE 25. CANCELLATION & CHANGES

- 25.1 In case of Training Programmes and exams, the Client is entitled to cancel participation in a Training Programme in writing without charges until fourteen (14) days before the first date of the Training Programme. In case of cancellation within fourteen (14) days before the first date of the Training Programme, the agreed price will remain owed. The Client is entitled to register a substitute up to and including the first day of the Training Programme. Registering a substitute therefore does not count as cancellation.
- 25.2 A minimum and maximum number of Participants has been fixed for each Training. In case of insufficient registrations, Akkermans & Partners reserves the right to postpone the Training to another date, which shall be notified to the Client as soon as possible. In addition, Akkermans & Partners shall also have the right to cancel the Training, in which case refunds of amounts already paid shall be made within 45 days.
- 25.3 Akkermans & Partners is permitted to change the trainer, contents, location and the dates/times of the Training Programme. The Client will be notified of this no later than five (5) working days before the start of the Training Programme.

ARTICLE 26. TRAINING MATERIALS

- 26.1 If the provision of training materials is part of the Services, the provisions of this article will also apply.
- 26.2 Akkermans & Partners will make efforts to provide the Client and/or Participants with the training materials in an appropriate manner before or on the first day of the Training Programme.
- 26.3 The training materials provided to the Client are intended for use (for study purposes) by the Client only. Without permission from Akkermans & Partners, the Client is not permitted to publish the training materials, use them for providing training programmes/training sessions/courses, etc. and/or use them in any other commercial way.
- 26.4 If the Client acts in contravention of Article 0, the Client will owe Akkermans & Partners an immediately due and payable penalty of EUR 5,000 for each violation and EUR 2,500 for each day during which the violation continues, up to a maximum penalty amount of EUR 50,000. The penalties are always without prejudice to the right of Akkermans & Partners to full compensation in accordance with the law.
- 26.5 Akkermans & Partners is not liable for any errors in the training materials provided.
- 26.6 Unless otherwise agreed, a separate fee is owed for the training materials, in addition to the fee owed for the Training Programme.

ARTICLE 27. EXAMS

- 27.1 Where applicable, the Training Programme is concluded with an exam. The Client and/or Participant are themselves responsible for timely registration for the exam.

- 27.2 Exam regulations apply to the exam. These regulations are made available to the Client and/or the Participant in question prior to the exam.
- 27.3 Akkermans & Partners will communicate the exam location to the Client and/or Participant in advance. The Participant shall be present at the location at least twenty (20) minutes before the start of the exam. If the Participant is not present at this location before this time, Akkermans & Partners and/or the persons and/or organisation engaged by Akkermans & Partners are entitled to bar the Participant from sitting the exam in question.
- 27.4 Participants have to furnish proof of ID. It is for Akkermans & Partners or the persons and/or organisation engaged by Akkermans & Partners to judge whether the identity document is valid.
- 27.5 Akkermans & Partners is not obliged to compensate for a missed exam and/or to offer to sit a missed exam again if the aforementioned requirements have not been met.
- 27.6 If the Client and/or Participant fails to comply with the conditions from the exam regulations, Akkermans & Partners will be entitled to deny the Client and/or Participant access to the exam.
- 27.7 If applicable, Akkermans & Partners will issue a diploma and/or certificate after the Training Programme, provided that the Client has met all requirements set out in the exam regulations. At the request and the expense of the Client, Akkermans & Partners can send a copy to the Client. These costs will be communicated to the Client in advance.
- 27.8 Akkermans & Partners is entitled to refuse to provide the Client and/or Participant with a diploma/certificate to or bar them from participation in the relevant Training Programme and/or from sitting the exam if the payment terms are not met. This does not affect the fact that the invoice must be paid, unless otherwise agreed.

ARTICLE 28. INCOMPANY

- 28.1 In the event of a training session at the Client's office, the Client is responsible for ensuring the facilities required by Akkermans & Partners for the training session (including in any case sufficient training space, computers, beamers, internet connection, food and drink), as well as for dealing with the registrations. In the event of a training session at the location of Akkermans & Partners, Akkermans & Partners will ensure the facilities necessary for the training session in question and deal with the registrations.
- 28.2 Akkermans & Partners is permitted to change the location and/or the dates/times of the training sessions. The Client will be informed of this no later than five (5) working days before the start of the training session.
- 28.3 A minimum number and a maximum number of Participants have been set for each training session. Akkermans & Partners reserves the right to move the training session to another date if there are not enough applications. The Client will be notified of this as soon as possible. Furthermore, Akkermans & Partners is entitled to cancel the training session, while refunding any amounts that were already paid.
- 28.4 The Client is entitled to cancel the training session without charges until twenty (20) days before the (first) date of the training session. In case of cancellation within twenty (20) days before the date of the training session, or if Participants do not show up without a valid cancellation, the fee remains payable in full.

- 28.5 If, due to illness or another form of force majeure, a trainer is unable to provide the training session, Akkermans & Partners will reserve the right to provide a different trainer or move the training session to another date, on which a different trainer may be deployed as well. The training materials provided to the Client are intended for use (for study purposes) by the Client only. Without permission from Akkermans & Partners, the Client is not permitted to publish the training materials, use them for providing training programmes/training sessions/courses, etc. and/or use them in any other commercial way.

MODULE E – CONSULTANCY

If the Service (also) involves the provision of Consultancy activities and/or Consultancy calculations, the provisions of this module will also apply.

ARTICLE 29. CONSULTANCY

- 29.1 Akkermans & Partners makes efforts to provide the Service in the best possible way. Any use made of advice provided by Akkermans & Partners to the Client is at the risk of the Client.
- 29.2 Akkermans & Partners (also) provides the Service based on the data and source materials to be provided by the Client. The Client warrants the accuracy, completeness and suitability of this data and these materials.

AKKERMANS & PARTNERS PROCESSING AGREEMENT

Version 3.0
Date 15 April 2020

This Processing Agreement applies to all processing operations carried out by Akkermans & Partners Netwerken B.V., and/or Akkermans & Partners Software B.V., and/or Akkermans & Partners Knowledge B.V. (hereinafter “the Processor”) as specified in Appendix 1 to this processing agreement, on the instructions of the Client (hereinafter: “the Controller”).

What entity or entities is/are to be regarded as Controller depends on the entity or entities the Controller has concluded an Agreement/Agreements with and the Services that have been included in the Agreement(s).

Whereas:

- the Controller wants to make use of the Processor’s Services, as specified in the Agreement/ the Agreement and General Terms and Conditions of the Processor, under which in any case online services/platforms and/or consultancy applications and/or knowledge applications are provided and used;
- in the performance of the Agreement, the Processor can be regarded as the Processor within the meaning of Article 4(8) of the GDPR, to the extent it performs one or more services as specified in Appendix 1 on behalf of the Controller;
- the Controller is regarded as the Controller within the meaning of Article 4(7) of the GDPR;
- the Controller designates the purposes of and means for the processing of personal data and for which the conditions set out herein apply;
- the Controller and Processor have entered into the Agreement for the purpose of the above;
- also in view of the requirements set out in Article 28(3) of the GDPR, the Parties want to lay down their rights and obligations in writing by means of this Processing Agreement (hereinafter: “the Processing Agreement”);
- personal data is taken to mean the data within the meaning of Article 4(1) of the GDPR;
- this Processing Agreement forms an integral part of the Agreement.

have agreed as follows:

ARTICLE 1. PURPOSES OF THE PROCESSING

- 1.1 The Processor undertakes to process personal data on the instructions of the Controller and subject to the terms and conditions of this Processing Agreement. The processing operations will only involve actions in the context of the performance of the Agreement as well as those actions that are reasonably associated therewith or that are determined with further consent and subsequently recorded in writing.
- 1.2 The personal data processed or to be processed by the Processor in the context of the Agreement, as well as the categories of data subjects that the personal data relates to, have been specified in Appendix 2.
- 1.3 The Processor will not process the personal data for any purpose other than as agreed between the Parties. On the instructions and under the responsibility of the Controller, the Processor will anonymise the personal data obtained wherever possible, after which the information can no longer be classified as personal data. The Processor is entitled to deploy the anonymised personal data for its own purposes.
- 1.4 The personal data to be processed on the instructions of the Controller remains the property of the Controller and/or the relevant data subjects.
- 1.5 The Controller warrants compliance with all obligations imposed on the Controller under the GDPR when processing personal data. The Controller indemnifies the Processor against any and all claims related to the Controller's failure to comply, or to fully comply, with the GDPR.

ARTICLE 2. OBLIGATIONS OF THE PROCESSOR

- 2.1 With regard to the processing operations specified in Appendix 1, the Processor will ensure compliance with the applicable personal data protection legislation and regulations such as the GDPR and the Dutch GDPR Implementation Act.
- 2.2 The processor will inform the Controller, at the latter's request, about the measures taken by the former with regard to the former's obligations under this Processing Agreement and the GDPR.
- 2.3 The Processor's obligations arising from this Processing Agreement also apply to those who process personal data under the Processor's authority, including but not limited to employees, in the broadest sense.
- 2.4 The Processor will reasonably cooperate if a Data Processing Impact Assessment or a prior consultation of the supervisory authority is required for a new processing operation under this Processing Agreement. The Processor may charge the Controller reasonable costs for this. The Processor will also reasonably assist the Controller with regard to requests from data subjects (0) and data breaches (0).

ARTICLE 3. DIVISION OF RESPONSIBILITIES

- 3.1 The permitted processing operations are carried out within a (semi) automated environment, under the supervision of the Processor.
- 3.2 The Processor is only responsible for compliance with the obligations with regard to the

personal data processing operations as referred to in this Processing Agreement, in accordance with the instructions given by the Controller and under the express ultimate responsibility of the Controller. The Processor is expressly not responsible for the other personal data processing operations, including in any case but not limited to the collection of the personal data by the Controller, processing operations for purposes that have not been reported by the Controller to the Processor, and processing operations performed by third parties and/or for other purposes.

- 3.3 The Controller warrants that the contents, the use and the instruction for the personal data processing operations within the meaning of the Processing Agreement are not unlawful and do not infringe any right of third parties, and indemnifies the Processor against any and all claims related thereto.

ARTICLE 4. TRANSFER OF PERSONAL DATA

- 4.1 The Processor primarily processes the personal data in the Netherlands. The Controller hereby grants a general permission to the Processor to process personal data, if necessary, in countries within the European Union or to transfer it to receivers that are located outside the European Union, provided that the legal requirements for such transfer have been met.
- 4.2 The Processor will tell the Controller, if the latter expressly so requests, in what country or countries and subject to what measures the personal data is processed.

ARTICLE 5. ENGAGING THIRD PARTIES OR SUBCONTRACTORS (SUBPROCESSORS)

- 5.1 The Controller hereby grants the Processor a general permission to use third parties (subprocessors) in the processing of personal data.
- 5.2 Through its customer portal, the Processor will provide the Controller with a list of third parties engaged. If the third parties engaged by the Processor change, the Processor will update the list kept in that context and inform the Controller of such update. If the Controller does not agree to any third party or third parties engaged, the Parties will find a solution in proper consultation.
- 5.3 By signing the Processing Agreement, the Controller also grants the Processor permission for the processing of personal data by group companies of which the Processor forms part (such as subsidiaries or sister companies), including Akkermans & Partners Software B.V., Akkermans & Partners Netwerken B.V. and/or Akkermans & Partners Knowledge B.V.
- 5.4 The Processor ensures that these third parties undertake in writing the same obligations as agreed between the Controller and the Processor. If the third party fails to fulfil its obligations in this regard, the Processor will remain liable towards the Controller for the fulfilment of the obligations of that third party.

ARTICLE 6. SECURITY

- 6.1 The Processor will make efforts to take appropriate technical and organisational measures with regard to the personal data processing operations to be carried out, to protect this data against loss or any form of unauthorised processing (such as unauthorised access to

- or impairment, alteration or provision of the personal data).
- 6.2 The Processor will make efforts to ensure that the level of security is such that it is adequate, taking into account the state of the art, the sensitivity of the personal data and the costs associated with the measures to be taken. The Processor does not warrant that the security is effective under all circumstances.
- 6.3 The Processor has taken the following measures, which are regarded by the Processor as appropriate and reasonable:
- logical access control, using passwords;
 - physical measures for access security;
 - automatic logging of all actions with regard to the personal data;
 - encryption of digital files that contain personal data;
 - organisational measures for access security;
 - protection of network connections via Secure Socket Layer (SSL) technology;
 - purpose-bound access limitations;
 - checks on powers granted.
- 6.4 The Controller only makes personal data available to the Processor for processing if the Controller has made sure that the required security measures have been taken by the Processor.

ARTICLE 7. CONFIDENTIALITY

- 7.1 All personal data that the Processor receives under this Processing Agreement is subject to an obligation of confidentiality in respect of third parties. This obligation expressly also applies to employees engaged by the Processor.
- 7.2 This obligation of confidentiality does not apply insofar as the Controller has given explicit permission to provide the information to third parties, if providing the information to third parties is logically necessary given the nature of the assignment provided and the performance of this Processing Agreement or if there is a legal obligation to provide the information to a third party.

ARTICLE 8. DEALING WITH REQUESTS FROM DATA SUBJECTS

- 8.1 If a data subject addresses a request with regard to his/her personal data to the Processor, the Processor will forward this request to the Controller as soon as possible. The Controller will further deal with the request. The Processor may inform the data subject of this.
- 8.2 If it turns out that the Controller needs the Processor's help to carry out a request from a data subject, the Processor will provide its cooperation if the Controller so requires.
- 8.3 The Processor may pass on the costs for dealing with the request to the Controller insofar as these costs have not been included in the total fee.

ARTICLE 9. OBLIGATION TO NOTIFY

- 9.1 In the event of a security breach and/or a data breach (which is taken to mean: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised

- disclosure of or unauthorised access to data transmitted, stored or otherwise processed), the Processor will notify the Controller of the breach as soon as possible and no later than within 48 hours, after which a contact person will be appointed at the Controller. The Processor will state the information provided as fully, correctly and accurately as possible.
- 9.2 If required by laws and regulations, the Processor will cooperate in informing the relevant competent authorities and any data subjects.
- 9.3 The obligation to notify in any case involves the notification of the fact that there has been a breach, as well as:
- the (supposed) cause of the breach;
 - the result of the breach (insofar as known for the time being and/or to be expected);
 - the (proposed) solution;
 - contact details for following up on the notification;
 - the number of persons whose data was breached (if no exact number is known: the minimum and maximum number of persons whose data was breached);
 - a description of the group of persons whose data was breached;
 - the category or categories of personal data breached;
 - the date on which the breach occurred (if no exact date is known: the period within which the breach occurred);
 - the date at which and time on which the breach became known to the Processor or to a third party / subcontractor engaged by the Processor;
 - whether the data was encrypted, hashed or made incomprehensible or inaccessible to unauthorised persons in any other way;
 - the proposed measures and/or measures already taken for stopping the breach and limiting the consequences of the breach.
- 9.4 The Processor ensures that the Controller is kept informed of the developments regarding the data breach at reasonable intervals.

ARTICLE 10. AUDIT

- 10.1 The Controller is entitled to have audits carried out by an independent third party that is bound by an obligation of confidentiality, to check compliance with the obligations applicable to the Processor as set out in this Processing Agreement.
- 10.2 The aforementioned audit may be carried out on behalf of the Controller twice a year. The Controller shall announce the audit to the Processor 2 weeks in advance. Instead of an audit, the Processor may also provide the Controller with similar audit reports, if the Processor has these at its disposal.
- 10.3 The Processor will cooperate in the audit and provide all information reasonably relevant to the audit, including supporting data such as system logs, and employees as timely as possible and within a reasonable period of time, being a period of no more than two weeks.
- 10.4 The findings with regard to the audit carried out will be assessed by the Parties in joint consultation and, following this assessment, be implemented (or not) by one of the Parties or by both Parties jointly.
- 10.5 The costs for the audit, as well as the costs for any implementation work, will be borne by the Controller.

ARTICLE 11. DURATION AND TERMINATION

- 11.1 This Processing Agreement has been entered into for the duration as set out in the Agreement, and failing this, for the duration of the cooperation or for the duration of the processing activities carried out by the Processor on the instructions of the Controller, whichever situation lasts longest.
- 11.2 The Processing Agreement cannot be terminated in the interim.
- 11.3 The Parties may only amend this Processing Agreement with mutual consent.
- 11.4 The Parties will provide full cooperation in adjusting this Processing Agreement to and making it suitable for any future or supplementary privacy legislation.
- 11.5 After termination of the Processing Agreement, the Processor will return or destroy all personal data immediately on the Controller's request, at the Controller's discretion.

ARTICLE 12. OTHER PROVISIONS

- 12.1 The Processing Agreement and its performance are governed by Dutch law.
- 12.2 The Processor is entitled to transfer its rights and obligations under the Processing Agreement to a third party that takes over the Service(s) or the relevant business activities. In that case, this Processing Agreement will remain in full force for the Parties.
- 12.3 All disputes that may arise between the Parties in relation to this Processing Agreement will be submitted to the competent court in the district in which the Processor has its registered office.
- 12.4 Logs created and measurements carried out by the Processor are regarded as conclusive evidence, subject to proof to the contrary to be furnished by the Controller.

Appendix 1: Overview of processing operations

DIA Wealth Monitor	Application that provides insight into business and private assets.	<ul style="list-style-type: none"> • Gender; • Income and expenditure; • Age; • Name; • Education and employment background; • Asset composition. 	Akkermans is the processor for the customer that offers the Service to its end customers.
Life Events Advisor	Tool that provides insight into business and private assets, as well as other matters that impact the financial planning, such as buying a house or receiving an inheritance.	<ul style="list-style-type: none"> • Incapacity for work; • Civil status; • Children's birthdates; • Gender; • Information about any inheritances; • Information about personal enterprises; • Information about houses and buildings registered in name; • Income and expenditure; • Age; • Name; • Education and employment background; • Asset composition. 	Akkermans is the processor for the customer that offers the Service to its end customers.
ODV Robot	Automated calculations for old-age provisions.	<ul style="list-style-type: none"> • Gender; • Income and expenditure; • Age; • Name; • Asset composition. 	Akkermans is the processor for the customer that offers the Service to its end customers.
Pension Advice	Products such as approximated market value, flex pension, annuity, divorce and supplementary pension & annuity	<ul style="list-style-type: none"> • Gender; • Income and expenditure; • Age; • Deduction of annuity premiums; • Name; • Pension accrual; • Pension deficits; 	Akkermans is the processor for the customer that offers the Service to its end customers.

		<ul style="list-style-type: none"> • Asset composition. 	
Pension Analysis Robot	Tool that provides a pre-analysis of all collective pension products	<ul style="list-style-type: none"> • Gender; • Income and expenditure; • Age; • Name; • Pension accrual; • Asset composition. 	Akkermans is the processor for the customer that offers the Service to its end customers.
Pension Communication	Tools to support the employer in its obligations under the Pension Communications Act, such as providing real-time insight into the pension scheme.	<ul style="list-style-type: none"> • Gender; • Income and expenditure; • Age; • Name; • Pension accrual; • Asset composition. 	Akkermans is the processor for the customer that offers the Service to its end customers.
FinSourceOne (FSO)	Umbrella platform on which Cloud Services are offered.	<ul style="list-style-type: none"> • Last name; • Email address; • Gender; • Login details; • Memberships of professional organisations; • Name of the organisation; • Telephone number; • Initials; • First name; • Prefix. 	Akkermans is the processor for the customer that offers the Service to its end customers.

Appendix 2: Specific personal data and categories of data subjects

1. Types of personal data

In the context of the Agreement, the Processor processes the following types of personal data in the name and on the instructions of the Controller:

- Identification & authentication, Sex/gender, Education & work, Learning outcomes achieved, Contact details, Demographic, Property, Transactions, Credits, Other financial details, Physical.

2. Categories of data subjects

The personal data processed originates from the following categories of data subjects:

- Employers and employees, entrepreneurs, private persons.

Appendix 3: Specific provisions with regard to personal data processing

This Appendix contains specific provisions with regard to the topics below. This Appendix forms an integral part of the Processing Agreement.

1. Access to customer details

Developers and System Administrators have access to the servers and databases for inter alia:

- (further) developing the applications and the platform;
- placing a new version, build or update;
- implementing patches and hotfixes;
- making backups.

Helpdesk staff, consultants and other employees of Akkermans & Partners only have access to customer data if this is necessary for the performance of the Agreement or if the customer has given permission for such access.

2. Data centres & hosting

The Akkermans & Partners applications/platform runs on the Microsoft Azure platform. Hosting is therefore provided by Microsoft. This hosting provider is ISO 27001-certified and meets all national and international standards. This makes Microsoft Azure subprocessor of the customer data.

The Microsoft data centres used by Akkermans & Partners are located within the European Union.