

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

Article 1. General

- 1.1. In the general terms and conditions of FlexPosure BV - hereinafter referred to as FlexPosure - the term "Other Party" means: any natural or legal person who purchases FlexPosure products or for whom FlexPosure makes quotations; "Products": all matters that are the subject of an agreement, as well as all results of services by FlexPosure, such as contracting work, delivery of goods, advice et cetera.

Article 2. Applicability

- 2.1. Other terms and conditions are only part of the agreement between the parties if both parties have expressly agreed to this in writing.
- 2.2. The acceptance and retention by the Other Party without comment of a quotation or order confirmation to which these conditions are referred, is deemed to be in agreement with its application.
- 2.3. The possible non-application of a (part of a) provision of these General Terms and Conditions does not affect the applicability of the other provisions.
- 2.4. These general conditions also apply to all actions, deliveries and work carried out by FlexPosure prior to coming to an agreement.

Article 3. Offers; conclusion of agreements

- 3.1. All offers are without obligation, unless FlexPosure has explicitly stated otherwise in writing.
- 3.2. An agreement is only concluded if and insofar as FlexPosure accepts an order from Other Party in writing or if FlexPosure starts with the execution thereof. FlexPosure reserves the right to only accept orders above a certain minimum amount.
- 3.3. The Other Party must notify FlexPosure on time and in writing of any changes in the order. FlexPosure is entitled to charge additional costs to the Other Party for a change in the order.
- 3.4. With due observance of the provisions of this article, all FlexPosure advice, calculations, announcements and statements regarding capacities, results and / or expected performance of products to be delivered by FlexPosure or work to be performed by FlexPosure apply only if and when such data is included in FlexPosure's written order confirmation or be part of the written agreement between Flexposure and Other Party separately.

Article 4. Delivery and delivery terms

- 4.1. All deliveries are made Ex Works to the address given by the Other Party, unless otherwise agreed in writing.
- 4.2. Specified terms within which goods must have been delivered or work must have been performed can never be regarded as a deadline, unless explicitly agreed otherwise. In the event of late delivery FlexPosure must be given notice of default in writing.
- 4.3. When delivered in parts, each stage is considered a separate transaction.

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

- 4.4. The risk relating to the delivered goods transfers to the Other Party at the time of delivery.
- 4.5. If it proves impossible to deliver the goods to the Other Party or to perform the work to be performed, due to a cause beyond Flexposure's control, FlexPosure reserves the right to store the goods at the expense and risk of the Other Party. FlexPosure notifies the Other Party in writing of the storage and / or the obstruction in the execution of the work to be performed and also stipulates a reasonable period of time during which the Other Party must enable FlexPosure to resume the work and / or deliver the goods.
- 4.6. If the Other Party also fails to fulfill its obligation after expiry of the reasonable period set by FlexPosure, as stipulated in the previous paragraph of this article, the Other Party shall be counted from the date of 1 month storage or obstruction in the execution of the work to be performed, in default and FlexPosure has the right to entirely or partially dissolve in writing with immediate effect, without prior notice or further notice without judicial intervention and without compensation for damages, costs and interest.
- 4.7. The foregoing shall not affect the obligation of the Other Party to pay the agreed or stipulated or due price, as well as any storage costs, transport costs and / or other costs.
- 4.8. Delivery of goods shall take place unless the parties agree otherwise in writing, once at an address given by the Other Party, even if the items ordered by the Other Party are destined to be distributed over different addresses.
- 4.9. The Other Party is responsible for a good accessibility of the place of destination or unloading places and is responsible for the unloading or unloading.
- 4.10. FlexPosure is obliged to take back the packaging of the goods delivered to the Other Party provided the packaging is undamaged, complete and can be reused.
- 4.11. FlexPosure is entitled to demand payment in advance or security from the Other Party in respect of the financial obligations of the Other Party, before proceeding to delivery.

Article 5. Delivery period

- 5.1. Unless explicitly agreed otherwise in writing, FlexPosure has specified or agreed upon delivery periods without obligation and they are only approximate. Only the expiry of this does not result in a default . FlexPosure tries to deliver as much as possible within the specified or agreed deadlines. Except for intent or gross negligence, exceeding the delivery period does not entitle the Other Party to claim damages, to refuse the product, to the non-fulfillment or suspension by him of any obligation arising from the agreement, or to the whole or partial termination of the agreement.
- 5.2. Only exceeding explicitly and in writing agreed upon delivery periods by FlexPosure gives Other Party the right to collect a pre-fixed compensation in so far as this has been expressly agreed in writing. However, this compensation will not exceed the price agreed for the delayed work.
- 5.3. The Other Party is entitled to dissolve the agreement for the part that has not been executed, if the work is not yet performed within a reasonable term made known in

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

writing by the Other Party. In the event of such a termination, there can be no claim to the fixed compensation.

- 5.4. The delivery period agreed or set by Other Party under the second paragraph is extended by the time that the execution is delayed by force majeure, regardless of whether the force majeure circumstances occur before or after the execution should have been completed. It is also extended by the time that the Other Party with any payment or performance of any other obligation is later than agreed or could reasonably be expected by FlexPosure, regardless of whether the Other Party is in default.

Article 6. Prices

- 6.1. The prices quoted by FlexPosure are based on the currency ratios, rates and other price-determining factors applicable at the time of the offer. If one or more of the price-determining factors undergoes a change after the date of conclusion of the agreement in accordance with article 2, before the assignment is fully executed, FlexPosure reserves the right to change its prices accordingly. These changes include: an increase in freight rates, import and export duties and other levies, an increase in the prices of raw materials and energy, a changeover to other currencies, including the changeover to the Euro. Exchange differences on the day of delivery of 3% or less in relation to the currency ratios on the date of the offer are not settled. In the case of larger differences, total settlement takes place.
- 6.2. All prices are exclusive of taxes, levies or surcharges of (semi-) government, including V.A.T., environmental contribution, contribution relating to the reproduction / publication of copyright-protected works, as well as any Other Party or other metal surcharges.

Article 7. Reservation of ownership; retention right

- 7.1. The ownership of the delivered by FlexPosure will only first move to the Other Party, if and after the Other Party has fulfilled his payment obligations to FlexPosure in relation to the underlying agreement including any interest and costs and, insofar as the law permits, in relation with other agreements.
- 7.2. FlexPosure is entitled to retain items that FlexPosure has or will receive from Other Party for whatever reason whatsoever until all the obligations of the Other Party to FlexPosure are paid, unless the Other Party has provided sufficient security for this. FlexPosure also retains this right of retention in the event that the Other Party is granted suspension of payments or the Other Party is declared bankrupt.

Article 8. Properties of the Other Party

- 8.1. FlexPosure will use the same care regarding the storage and use, processing and processing of items that FlexPosure has made available by the Other Party as about its own affairs.

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

- 8.2. However, the risk for goods made available to FlexPosure by the Other Party always rests with the Other Party.

Article 9. Software and user rights

- 9.1. User rights to software are only transferred to Other Party through the granting of a right of use by FlexPosure.
- 9.2. The Other Party is not permitted to copy or have copied the software, in whole or in part.
- 9.3. The Other Party will not decompile or reverse engineer the software. Nor will the Other Party analyze or otherwise examine the software, with the aim of exposing the underlying structure.
- 9.4. In the event of violation of the provisions of this article, the Other Party shall forfeit an immediately due and payable notice of default to FlexPosure in the amount of € 100,000 for each violation and an immediately due and payable fine of € 10,000 for each day or part thereof this violation continues, without prejudice to FlexPosure's right to claim full compensation.
- 9.5. The right of use only gives the right to use a single version of the software and does not automatically entitle you to upgrades.

Article 10. Intellectual property

- 10.1. The Other Party guarantees that the execution of the order by FlexPosure does not conflict with intellectual property belonging to third parties.
- 10.2. The property as well as any other intellectual property on sketches, drawings, photos, software, models et cetera that we have designed or created remain with FlexPosure, unless expressly agreed otherwise in writing.
- 10.3. FlexPosure is not liable for any violation or infringement of a patent, copyright or intellectual property right.
- 10.4. FlexPosure is in no way liable for incidental or consequential damages in claims under the provisions of paragraph 2 of this article.

Article 11. Invoicing; payment

- 11.1. FlexPosure is entitled to invoice each partial delivery, including the delivery of parts of a compound order, separately. FlexPosure is also entitled to invoice in installments that require a long processing time in installments, on the understanding that in such a case FlexPosure will present the terms and installments in advance with the Other Party.
- 11.2. All payments must be made in the currency indicated by FlexPosure and at the offices of FlexPosure or on an account to be designated by FlexPosure. Payments must be made within the period stated on the invoice, or within 30 days after the invoice date, unless otherwise agreed in writing. However, FlexPosure is at all times entitled to demand sufficient (prior) security for the payment of the items to be delivered by it and to cease the completion of an order if this security is not or cannot be given.

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

- 11.3. If Other Party does not pay any amount owed by him on the basis of the foregoing, he is in default without notice of default. As soon as the Other Party is in default, the Other Party owes to FlexPosure a late payment interest of 2% of the invoice amount for each month or part of a month, by which the due date is exceeded, without prejudice to FlexPosure's further rights, including the right to recover all costs relating to the collection, both judicial and extrajudicial collection costs, including the costs of third parties charged by FlexPosure with regard to collection, such as lawyers and attorneys, bailiffs and / or collection offices from the Other Party.
- 11.4. The Other Party is not entitled to any deduction or set-off of any claims on FlexPosure that it may have made. If Other Party believes that it can still assert claims in any form whatsoever with respect to the delivery or execution of the order, this does not release him from the obligation to pay in the agreed manner and he is not entitled to suspend his payment obligation.
- 11.5. In the event of default, the Other Party is obliged to reimburse the extrajudicial collection costs. These are deemed to amount to at least 15% of the outstanding amount.
- 11.6. In the context of avoidance of acquisition fraud and ghost invoicing, FlexPosure will never approach the Other Party only by e-mail to pay an invoice in a manner other than indicated on the invoice.
- 11.7. Provisions for payment transactions and redemption of (foreign) bank checks are charged to the Other Party on the costs incurred.

Article 12. Termination

- 12.1. In case of breach of contract, placing in receivership, placing under administration, applying for suspension of payment, bankruptcy, termination of business, also in case of liquidation of the legal entity or change of control over the company driven by this legal entity, FlexPosure is entitled to suspend the execution of the agreement concluded with the Other Party or to cancel the agreement in whole or in part without prior notice of default and to take back the property of FlexPosure, without prejudice to the right to compensation.
- 12.2. When an event occurs as referred to in the previous paragraph, all FlexPosure claims on the Other Party will be immediately due and payable in full.
- 12.3. If fulfillment by FlexPosure of one or more of its obligations in connection with force majeure cannot reasonably be demanded, it has the right to dissolve the agreement in full or in part without judicial intervention by registered letter or to suspend performance thereof in whole or in part, without being obliged to pay any compensation.
- 12.4. Other Party is only entitled to termination in the cases referred to in article 4 of these conditions and then not after payment to FlexPosure of all amounts owed to FlexPosure at that time, whether or not due.

Article 13. Warranty

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

- 13.1. Upon delivery, all liability of FlexPosure ends, with the exception of its liability under this article and its liability under mandatory law.
- 13.2. Complaints about directly observable defects must be submitted to FlexPosure in writing within 14 days of delivery, in case of failing the right of complaint will be canceled on that account. If FlexPosure deems the complaint to be justified, it will make every reasonable effort to satisfy the Other Party after all.
- 13.3. For other possible defects, FlexPosure is only responsible if the Other Party demonstrates that they are responsible for either defective construction or defective workmanship or for the use of poor materials in the manufacture of the delivered goods. If in such a case the Other Party complains within a reasonable period, FlexPosure will make every reasonable effort to satisfy the Other Party.
- 13.4. If the delivery of FlexPosure consists of goods that are (partly) manufactured by third parties, FlexPosure's guarantee does not go beyond what is guaranteed by FlexPosure's suppliers.
- 13.5. The Other Party is not entitled to a guarantee if FlexPosure delivers used material or used goods in accordance with the order, if the Other Party has applied the goods for a purpose other than that for which they were intended or (otherwise) carelessly treated, as well as if there is normal wear to be considered.
- 13.6. After the expiry of a period of 6 months after the purchase of software (related) products or 1 year after the purchase of other types of products, the Other Party no longer has any claims and FlexPosure is fully released from all liability.

Article 14. Return

- 14.1. In the case of cancellations by the client, an amount is due equal to 30% of the amount that would be due upon full execution of the order.

Article 15. Exemption

- 15.1. Compliance with the above-mentioned obligation of effort is FlexPosure's sole obligation towards the Other Party in case of faulty delivery, non-fulfillment, hidden defects, error or unlawful act. For example and in particular is excluded any other claim of the Other Party due to direct or indirect damage for whatever reason, even by fault or fault of FlexPosure staff - with the exception of intent, conditional intent or fault on the part of the directors of FlexPosure personally - as well as any claim of the Other Party to annul or terminate the agreement. The Other Party shall indemnify FlexPosure against all third-party claims due to acts or omissions of FlexPosure or its personnel. In connection with the execution of the agreement and / or due to improper delivery / completion.
- 15.2. The provisions of this article are also applicable for FlexPosure employees and others, who are engaged by the execution of the agreement.

Article 16. Force majeure

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

- 16.1. In the event of a shortcoming by either party in the performance of the agreement, which shortcoming cannot be attributed to the shortcoming party, the performance of the agreement or the part in question will be suspended. Parties will inform each other as soon as possible of such a situation. If such a suspension has lasted three months or as soon as it is certain that it will last for at least three months, either party can terminate the agreement entirely or partially by registered letter with immediate effect, without the parties being obliged to pay compensation for any damage.
- 16.2. The non-attributable shortcoming on FlexPosure's side will in any case also include:
- a) damage as a result of natural disasters and / or storm damage;
 - b) war, the threat of war and / or any other form of armed conflict or threat thereof that impedes the delivery of goods or raw materials;
 - c) strikes, forced business closure, riots and any other form of disruption and / or hindrance caused by third parties, as a result of which delivery of goods or raw materials is impeded;
 - d) loss or damage of goods during transportation;
 - e) illness of one or more employees who are difficult to replace;
 - f) legislative or administrative measures by the government that impede deliveries, including import and export prohibitions;
 - g) prohibition or impediment of delivery to FlexPosure imposed by organizations, institutions, groups or contractual forms of cooperation to which FlexPosure is affiliated or of which it forms part;
 - h) lack and or disruptions in means of transport, production equipment or energy supplies;
 - i) fire or other accidents in the FlexPosure company;
 - j) non-delivery or non-timely delivery to FlexPosure by suppliers;
 - k) stagnation in the supply of goods, raw materials and / or energy;
 - l) accidents, industrial disruption, seizure, defects and malfunctions on / in machinery, installations and / or (embedded) software and (electronic) data processing and full or partial default of suppliers.
- 16.3. Compliance in one or more cases during circumstances as referred to in the previous paragraph does not affect the right to use the right of suspension or termination in other cases.

Article 17. Insurance

- 17.1. The Other Party commits to arrange and maintain the usual insurance policies. This insurance must include the interest of FlexPosure, which has become, or will become, the property of Other Party as a result of the delivery. The Other Party undertakes to compensate FlexPosure for this interest in the event of a calamity.
- 17.2. The insurance policies are taken out for the account and risk of the Other Party.
- 17.3. FlexPosure is never liable for damage that is usually covered by insurance.

General Terms and Conditions FlexPosure BV

version 1.4 01-09-2018

Article 18. Invalidity

- 18.1. If one of the stipulations of these general conditions is considered void, this will not affect the validity of the other stipulations of these general terms and conditions.

Article 19. Inspection

- 19.1. All goods are carefully examined by FlexPosure. If the Other Party wishes special examinations, the Other Party must specify the relevant specifications. Investigations will be held in his presence at the request of Other Party. All costs associated with these investigations are at the expense of Other Party.

Article 20. Uniform purchase laws

- 20.1. The uniform law on the international purchase of movable and tangible property (Law of 15 December 1971) and the Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980 under the Uncitral Act do not apply.

Article 21. Applicable law; competent judge

- 21.1. All agreements to which FlexPosure general conditions apply are subject to Dutch law.
21.2. Dutch law applies to all FlexPosure offers and agreements with the Other Party.
21.3. Any disputes arising from an agreement (including what only one of the parties regards as a dispute) will, to the exclusion of the District Courts in such cases, be judged exclusively by the District Court in Utrecht in The Netherlands, subject to FlexPosure's right to put forward these disputes to any other competent court.

Article 22. Authentic version

- 22.1. If there is a difference between the various language versions of these general terms and conditions, the Dutch version will prevail.

Article 23. Processing agreement

- 23.1. The Flexposure processing agreement forms an integral part of these sales conditions. The processor contract is included in Appendix A of this agreement.

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

Appendix A – Processing Agreement

The undersigned:

1. the private company with limited liability with registered office in and having its place of business at in, registered in the Chamber of Commerce Trade Registry under number (hereinafter: “Controller”, duly represented in this matter by its director, Mr/Ms,

and

2. the private company with limited liability Flexposure B.V. having its registered address at Industrieweg 22a, 4153 BW, in Beesd, The Netherlands (hereinafter: “Processor”), registered with the Chamber of Commerce Trade Registry under number 30181073, duly represented in this matter by its operational director, Mr Marc Perquin,

the undersigned under 1 and 2 are also referred to hereinafter individually as: “Party” and jointly as: “Parties”

Whereas Parties take the following into consideration:

- Processor will perform services on behalf of Controller, as described in the Service Level Agreement between Parties dated (hereinafter to be referred to as: “the Main Agreement”);
- Processor obtains and/or gains access to personal data in executing the Main Agreement;
- Processor is to be considered a “processor” within the meaning of the Algemene Verordening Gegevensbescherming (AVG) known in English as the General Data Protection Regulation (GDPR) and Controller is to be considered a “controller” within the meaning of the GDPR;
- The GDPR obligates Controller to enter into a processing agreement, such as this one, with Processor;

Parties declare to have agreed upon the following:

Article A.1. Definitions

The concepts that are used in this Agreement are identical to the concepts as defined in the GDPR, unless stated otherwise hereinafter.

Autoriteit Persoonsgegevens [The Dutch Data Protection Authority (the Dutch DPA)]: The supervisory authority regarding the compliance with the GDPR as specified in Article 51 GDPR.

Data Subject: the natural person to whom the personal data relates.

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

Sub-processor(s): natural or legal person –which processes part of the Processor’s processing tasks on behalf of Processor.

Breach: breach in connection with personal data.

Agreement: this processing agreement including any appendices.

Article A.2. Type of personal data and categories of Data Subjects

- A.2.1. Processor processes the following categories of personal data on behalf of Controller as defined in Appendix I.
- A.2.2. These personal data relate to the categories of Data Subjects as specified in this Article. The Data Subjects concerned are defined in Appendix I.

Article A.3. Data Subjects’ rights and obligations

- A.3.1. At the request of and at the expense of Controller, Processor will do whatever Controller deems necessary in order to satisfy a request from a Data Subject to fulfil his/her rights. Among other things, these rights include, but are not limited to, the Data Subject’s right of access right to erasure, right to restriction of processing and the right to data portability.

Article A.4. Instructions from Controller

- A.4.1. Processor will only process the personal data on behalf of and for the Controller and on the basis of written instructions given by the Controller, unless specified otherwise by law.
- A.4.2. Processor will comply with a legal obligation or court order and will, in such a case, notify Controller in advance, unless such is not permitted pursuant to the law or the court order.
- A.4.3. Processor will immediately notify Controller if, in the opinion of Processor, an instruction from Controller would result in a breach of the law and/or court order, with the understanding that the responsibility and liability for the processing will fully remain with Controller.
- A.4.4. Processor will not process the personal data for its own purposes and/or provide it to third parties, except insofar as such provision is permitted by the Main Agreement.
- A.4.5. Processor shall itself process the personal data to which he has access on the basis of the Main Agreement. Processing of the personal data by a Sub-processor is only permitted after prior written consent by Controller.
- A.4.6. If Processor, with due observance of the provision in Article 4.5, engages a Sub-processor, Processor will impose obligations regarding data protection on the Sub-processor with a protection level as specified in Article 28 paragraph 3 in conjunction with paragraph 4 GDPR.
- A.4.7. Processor is at all times obligated to continue to store and to process the personal data within the European Economic Area, subject to prior and written consent from Controller

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

obtained for that purpose, to which consent Controller may attach conditions and which consent Controller may withhold for reasons of its own.

- A.4.8. Processor explicitly has no control over the purpose of and means of processing of the personal data which it processes in the execution of the Main Agreement.
- A.4.9. Processor will adhere to the GDPR and other applicable laws and regulations, more specifically to the laws and regulations regarding the protection of personal data.
- A.4.10. Processor will perform at least the following tasks regarding personal data when executing the Main Agreement:
 - storage of the personal data;
 - provision of the personal data to Controller;
 - guaranteeing the access to the personal data exclusively for Controller or Data Subjects via Controller;
 - [to be further completed in consultation with Controller]
- A.4.11. Processor will refrain from any actions which may restrict the Controller's or the Data Subjects' abilities and rights to freely access the personal data.
- A.4.12. Processor will not hold any personal data except insofar it is necessary for the execution of the Main Agreement or based on a legal obligation.

Article A.5. Security measures and audits

- A.5.1. Processor is obligated to ensure that appropriate, technical and organisational measures are in place in order to secure the personal data against loss or against any form of unlawful Processing, as specified in Article 32 GDPR. In any event, Processor will at all times continue to satisfy appropriate security measures as specified in Article 32 GDPR and will in general ensure at all times an appropriate security level given the nature of the data and the risk of the Processing. The security plan included in Appendix I to this Agreement will be part of this Agreement and the measures stated therein must be maintained as a minimum level of protection.
- A.5.2. Processor will take all necessary measures to prevent unnecessary collection and further processing of the personal data, other than which is required for the execution of the Main Agreement.
- A.5.3. Upon Controller's first request, Processor will offer, at Controller's expense, all cooperation which may reasonably be required to provide in order to enable Controller to check (or to have checked) as well as to examine (or to have examined) whether the processing of the personal data occurs as agreed upon and whether Processor has taken all of the appropriate, technical and organizational security measures against loss or against any form of wrongful processing.
- A.5.4. Controller is entitled to check (or to have checked) the fulfilment of the provisions of this Agreement once per year at the most, unless, in Controller's opinion, an interim audit is desirable for an important reason. Controller is entitled to perform this audit itself or to have it performed by an independent chartered accountant, chartered computer scientist

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

or an auditor certified for this purpose. Controller will bear the costs of such an audit. The costs of the Processor's personnel who guide the audit are at Controller's expense. An audit may not unnecessarily disrupt the Processor's business activities. Controller will announce the audits in writing to Processor at least ten days before they commence, providing a description of the elements to be audited, unless Controller desires to perform (or to have performed) an audit as specified in the second sentence of this Article 5.4 for substantial reasons.

- A.5.5. In the event of a Breach, Processor will notify Controller of this Breach and the (expected) consequences as quickly as possible – but no later than within 48 hours – after its discovery. In such an event, the Processor will provide additional information on the nature of the Breach, the name and contact information of the data protection officer or other person of contact, the probable consequences of the Breach, the manner in which it will address the Breach and the manner in which it will restrict adverse consequences of the Breach. The Processor states the time frame within which it will take these measures. Upon Controller's first request, Processor will also grant all reasonable co-operation regarding a notification to the Dutch Data Protection Authority.
- A.5.6. Processor will also immediately notify Controller of any Breaches, including the facts regarding the Breach in connection with personal data, the corresponding consequences and the corrective measures taken. This documentation must enable the Dutch Data Protection Authority to verify compliance with Article 33 GDPR.
- A.5.7. In the case that Processor neglects to take reasonable measures against a Breach and fails to take relevant measures within a time frame set by Controller, Controller is entitled to have those measures executed at Processor's expense. Processor is obligated to grant its full co-operation in this matter.
- A.5.8. Processor will, taking into account the nature of the processing and the information made available to it, assist Controller at Controller's expense, in the fulfilment of its duties in accordance with the GDPR, including without being limited to its duty to secure, its notification duty, the execution of a data protection impact assessment and a prior consultation when processing with a high risk.

Article A.6. Confidentiality

- A.6.1. Processor guarantees that it will at all times act in accordance with its legal duties on confidentiality, including without being limited to the duty of confidentiality as specified in Article 90 of the GDPR. Processor will not directly or indirectly make available the personal data to third parties, unless specified otherwise in the Main Agreement, by the law or a court order.
- A.6.2. Processor will (contractually) obligate its subordinates who have access to the personal data, as well as the third parties it engages which have such access, to confidentiality as required by the GDPR and this Agreement.

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

- A.6.3. Processor is obligated to immediately report to Controller any request for disclosure or issuance of personal data.

Article A.7. Destruction and backup

- A.7.1. In the event of termination of this Agreement, Processor will, while charging the costs, make available to Controller the personal data along with any other processed data in an electronic file format, commonly used in the market.
- A.7.2. Subject to its otherwise binding legal obligations, Processor is obligated, upon first written request after termination of the Main Agreement, to destroy all of Controller's personal data.

Article A.8. Liability

- A.8.1. Processor is liable for any damage that results from the non-fulfilment of this Agreement or any requirements specified in applicable laws and/or regulations, including without being limited to the GDPR, and indemnifies Controller for damages and costs – including without being limited to costs of legal assistance – in this regard, up to a maximum of one time the amounts invoiced by Processor based on the Main Agreement in the year prior to the claim, except in the case of intent or conscious recklessness on the side of Processor.
- A.8.2. If Controller is sued by Data Subject or a third party for damages which the Data Subject or third party is alleged to have suffered in connection with the processing of the personal data, Controller has a right of recourse against Processor if Processor failed in the fulfilment of any obligations based on the law or this Agreement, up to a maximum of one time the amounts invoiced by Processor based on the Main Agreement in the year prior to the claim, except in the case of intent or conscious recklessness on the side of Processor.
- A.8.3. Controller indemnifies Processor for claims from Data Subjects and third parties, including imposed penalties and due damage compensation, insofar as these claims are based on or caused by breaches by Controller of the applicable laws and regulations, including the GDPR.

Article A.9. Final provisions

- A.9.1. Processor is not permitted to (completely or partially) transfer or outsource to third parties its obligations that stem from this Agreement, unless Controller has provided prior written consent for this purpose and subject to the provisions in the Main Agreement.
- A.9.2. Parties explicitly agree that the Controller's general terms and conditions (of purchase) are not applicable to this Agreement.
- A.9.3. This Agreement will be entered into for the duration of the term of the Main Agreement.
- A.9.4. This Agreement takes effect after signing of the Agreement by both Parties.

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

- A.9.5. In the event that one or more provisions of this Agreement should turn out to be null or void, the other provisions of this Agreement will remain fully in force. In that event, Parties are obligated to replace a void provision with a provision which is legally binding and deviates as little as possible – given the purpose and intent of this Agreement – from the void provision.
- A.9.6. This Agreement can only be prematurely terminated in whole or in part if Parties agree to such in writing. In absence of such written consent, this Agreement cannot be wholly or partially dissolved extrajudicially. If this Agreement contains any provisions which are, by their nature, intended to persist after termination, then these will fully remain in force.
- A.9.7. Changes or additions to this Agreement are only binding if they have been agreed to in writing.
- A.9.8. If laws and regulations change in such a manner that the Agreement no longer satisfies the requirements laid down in laws and/or regulations, Parties will adjust the Agreement in mutual consultation in accordance with these amended laws and/or regulations.
- A.9.9. Processor is entitled to charge any activities based on this Agreement to Controller at Processor's common prices and rates at such time.

Article A.10. Applicable law and choice of court

- A.10.1. This Agreement, as well as all legal relationships to which the Agreement is applicable or that should stem from the Agreement, are governed by Dutch law.
- A.10.2. Any disputes which might arise between Parties in connection with or as a result of this Agreement will be submitted to the court of Amsterdam, The Netherlands.

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

Signage page Processing Agreement

On behalf of the Controller:

Name :

Position :

Address :

Signature.....

(stamp of organization)

On behalf of the Processor:

Name: Flexposure B.V.

Position: Director Operations

Address: Industrieweg 22, 4153 BW Beesd, The Netherlands

Signature.....

(stamp of organization)

List of Annexes:

- Annex A-I – to the standard contractual clauses

Appendix A
General Terms and Conditions FlexPosure BV
version 1.4 01-09-2018

Annex A-I – to the standard contractual clauses

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Employees of the Controller who are acting as users of the systems included in the Main Agreement;
- Persons who use services and/or facilities of the Controller which are related to systems included in the Main Agreement;

Categories of data

The personal data transferred concern the following categories of data:

- User names and passwords;
- Names, address, telephone numbers, email addresses;
- Logging data of user activity;
- Audio registrations;
- Video registrations;

Processing operations

The personal data transferred will be subject to the following basic processing activities:

- Management and monitoring of systems mentioned in the Main Agreement;
- Maintenance of IT assets;