



## General Terms and Conditions Prindustry

Version April 2021

These General Terms and Conditions govern the legal relationship between the Contractor Prindustry B.V. and its Clients. The General Terms and Conditions are provided by the branch organization [ICTWaarborg](#) and have been divided into different modules focusing on the various forms of service provision offered by the Contractor.

They consist of the following modules:

Module A	General
Module B	Development of (web)applications
Module C	Hosting / SaaS
Module D	Maintenance and support
Module E	Advice and training
Module F	Processing Agreement

### Definitions

In these General Terms and Conditions, the terms below have the following meanings:

**Acceptance test:** is a (delineated) compulsory test performed by the Client in order to round off the Project.

**General Terms and Conditions:** these terms and conditions, which are made up of a number of modules.

**Service:** the service to be supplied by the Contractor, including the development and/or maintenance of software, applications, etc. The Agreement specifies which Services are involved and these General Terms and Conditions set more detailed rules for specific Services.

**User:** the user or end user who uses the Service/Project provided by the Contractor on the Client's behalf.

**Hardware:** equipment supplied by the Contractor to the Client.

**Materials:** for example, applications (web or other), software, advice or reports.

**Employee:** an employee, freelancer or self-employed worker without employees or an agent hired from a third party by the Contractor who are deployed by the Contractor for the benefit of the Client or who perform activities for the Client.

**Module:** a module of these General Terms and Conditions containing provisions relating to a specific area of Activity.

**Client:** the natural person or legal entity with whom the Contractor has concluded an Agreement. This also means the party with whom the Contractor enters into or is currently conducting negotiations on the Agreement as well as its representative(s), authorized agent(s), the acquiring legal entities/person(s) and beneficiaries.

**Contractor:** Prindustry B.V., with its registered office in Haarlem and registered with the Chamber of Commerce under number 53551230 and participant of the ICTWaarborg branch organization.

**Agreement:** the agreement between the Contractor and the Client.

**Force Majeure:** a shortcoming which cannot be attributed to the debtor, if it cannot be blamed for it, or if the shortcoming cannot be ascribed to the debtor under the law, legal transaction or by convention.

**Project:** the work carried out by the Contractor on behalf of the Client, as described in the quotation and/or Agreement.

**Project Management System:** electronic system that can be used for the management of the Project and for communication between the Contractor and the Client about the implementation of the Agreement.

**Results:** the results of the activities carried out by the Contractor under the Agreement.



**In Writing:** the term 'in Writing' used in these General Terms and Conditions includes e-mail and fax communication, provided that the sender's identity and the message integrity have been sufficiently established.

**Specifications:** the functional and technical description of the Project.

**Website:** <https://prindustry.com>

## Identity of Contractor

Name (Contractor)	Prindustry B.V.
Operating as	Prindustry
Registered address	Hendrik Figeeweg 1M-2 2031 BJ Haarlem The Netherlands
Postal address	Hendrik Figeeweg 1M-2 2031 BJ Haarlem The Netherlands
Telephone	0031 20 822 35 36
E-mail	<a href="mailto:info@prindustry.com">info@prindustry.com</a>
VAT number	850923645.B01
CoC number	53551230



## Module A General

### Article A.1. Quotation, offer and acceptance

A.1.1 A quotation drawn up by the Contractor is without obligation and will be valid for 14 days after the date on which it was sent by the Contractor, unless stated otherwise in the quotation.

A.1.2 The Client should preferably accept the quotation in Writing, but if the Client accepts or creates the impression that it has accepted it by other means, the Contractor may consider the quotation as accepted.

A.1.3 The Client's provisions or terms and conditions that differ from, or do not appear in, these General Terms and Conditions will only be binding for the Contractor if, and to the extent that, these have been explicitly accepted by the Contractor in Writing.

A.1.4 Without prejudice to the power of the Contractor to withdraw the quotation in accordance with Article A.1.1., the Agreement may only be changed after acceptance with the consent of both parties. In the event of a conflict between the provisions in the documents below, the following order of precedence applies:

- 1. the Agreement;
- 2. any appendices, apart from brochures;
- 3. these General Terms and Conditions;
- 4. Any additional conditions, apart from brochures.

### Article A.2. Implementation of the Project & provision of information

A.2.1 Following conclusion of the Agreement, the Contractor will carry out the Project as soon as possible, in accordance with the quotation, taking into account any reasonable wishes of the Client.

The Contractor will endeavour to carry out the Project to the best of its ability, exercising due care and professionalism. The Client is obliged to enable the Project to be implemented correctly and in a timely manner. In particular, the Client shall ensure that all information, which the Contractor has stated to be required or with regard to which the Client can reasonably understand that it is required for the implementation of the Project, is made available to the Contractor in time. The necessary commitment on the part of the Client should be of adequate quality and timely. This applies both to the support provided by the contact persons and to the planned deployment of Project staff on the Project activities.

A.2.2 If the Client fails to do the above, the Contractor is entitled to charge extra costs and it is possible that the Project will overrun. Any delay to the Project caused by the Client is reported by means of the Project Management System or, if no project management system is being used for the Project, by email, or, in the absence of functioning email correspondence, by another means in Writing. If this situation arises, the Contractor will inform the Client of any extra costs to be charged.

### Article A.3. Term, termination and dissolution

A.3.1 The Agreement will be deemed as having been terminated if the services stipulated in it have been provided by both parties.

A.3.2 Contrary to Article 3.1, agreements for services are tacitly extended on a monthly basis after the end of the term. Such agreements are terminated in Writing.

A.3.3 The delivery dates given by the Contractor are always an indication only. In the event of an agreed final delivery date, the Contractor will first be in default after the Client has declared it to be in default in Writing, subject to the mandatory situations prescribed by law in which default occurs by operation of law.

A.3.4 If the Client fails to perform any obligation to which it is subject under the Agreement, the Contractor has the right to suspend performance of all agreements concluded with the Client concerned, without requiring notice of default or judicial intervention, and without prejudice to the Contractor's right to compensation, loss of profit and interest, unless such non-fulfilment is of minor significance.

A.3.5 The Client shall be obliged to comply with all relevant legislation and the obligations arising from related regulations.

A.3.6 The Contractor has the power to dissolve or suspend the Agreement in full or in part with immediate effect, without judicial intervention, in Writing and without any obligation to pay compensation or grant indemnification, if:

- the Client has not fulfilled the obligations stipulated in the Agreement in full, adequately or on time;
- after having concluded the agreement, the Contractor learns of circumstances that provide every reason to fear that the Client will not fulfil its obligations;
- when concluding the Agreement, the Client has been requested to provide security in order to fulfil its obligations under this Agreement, and such security has not been forthcoming or is inadequate;
- due to delay on the Client's side, the Contractor can no longer be required to fulfil the Agreement under the terms and conditions originally agreed;
- in the event of the death of the Client, or if an application is made for a moratorium on payments or a winding up order;
- the Client's business is wound up;
- the Client's activities are halted or wound up;
- any of the client's assets are seized;
- circumstances arise, the nature of which renders fulfilment of the Agreement impossible, or such that the Contractor cannot be reasonably required to maintain the Agreement unchanged.

Due to dissolution in the event of the Client's bankruptcy, when the Client applies for a suspension of payments or submits a declaration of bankruptcy, the Contractor is never obliged to refund any monies already received or to pay compensation.

A.3.7 Any claims owed by the Client to the Contractor shall become immediately due and payable upon dissolution of the Agreement. The Contractor suspending the fulfilment of the obligations does not affect its statutory rights or any entitlements under the Agreement.

A.3.8 If dissolution is attributable to the Client, the Contractor has the right to compensation for any damage/losses, arising either directly or indirectly as a result thereof.



## Article A.4. Procedure upon termination of the Agreement

A.4.1 Upon termination of the Agreement, the parties are mutually obliged to immediately return any property in their possession which the other party owns or is entitled to. Certain goods, such as data (and data carriers) may be erased or destroyed instead of being returned, if the entitled party has given consent to this in Writing.

A.4.2 All data provided or entered by the Contractor remains its property at all times. The Client only receives a non-exclusive, transferable license which is necessary to implement the Agreement.

## Article A.5. Prices

A.5.1 Prices are exclusive of sales tax (VAT) and other duties levied by the government.

A.5.2 If a price in an offer is based on information provided by the Client and the information proves to be incorrect, the Contractor has the right to adjust the prices to reasonable prices based on the correct information, even after the Agreement has already been concluded.

A.5.3 All prices given in the quotation are subject to typing and calculation errors.

A.5.4 The Contractor has the right to change the prices from time to time. Changes will be made known to the Client in Writing at least 30 days in advance. The Contractor can implement price increases of 3% or less without the consent of the Client at most once a year in the month of January. In case of price increases of more than 3%, the Client has the right to terminate the Agreement until the date on which the new prices will come into effect.

## Article A.6. Terms of payment

A.6.1 The Contractor will send the Client an invoice for the amount payable by the Client. If the Project is delivered in phases, the Contractor is entitled to invoice at the completion of each phase, monthly or based on hours worked (at the Contractor's discretion). The payment term for invoices is within 14 days of the date of the invoice, unless agreed otherwise between the Contractor and the Client.

A.6.2 If the Client has failed to make the full payment in good time, effective 30 days after the payment term the Client will be held in default by operation of law without requiring notice of default. If an amount owed is not paid within the payment term, 2% per month and an administrative charge of EUR 15 will be payable on the outstanding amount without requiring any further notice of default from the Contractor.

A.6.3 In the event the Client fails to pay by the due date, the Client is obliged to pay any and all judicial and extra-judicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies, in addition to the amount payable and the relevant interest due.

A.6.4 The amount due is payable immediately in the event the Client is put into involuntary liquidation, applies for a moratorium on payments or if the Client passes away, and also if the Client's business is wound up or dissolved.

A.6.5 In the cases referred to above, the Contractor will also have the right to terminate or suspend implementation of the Agreement or any part thereof that has not yet been implemented without notice of default or judicial intervention being required, and without the Client being entitled to compensation.

### Article A.7. Additional work

A.7.1 If the volume of work that the Contractor has to do under this Agreement increases as a result of the Client's requirements, which the Contractor could reasonably consider to be amendments or additions to what was set out in the quotation or the Agreement (including a delay or overrun of the Project attributable to the Client), this constitutes additional work.

A.7.2 If the Contractor is of the opinion that additional work is involved, it will notify the Client as soon as possible and request approval in Writing for the proposed additional work and for its offer including the delivery period.

A.7.3 The Client will always take the decision on proposed additional work within five (5) working days. The activities to be carried out as part of the accepted additional work will be put in Writing and approved by both parties.

A.7.4 The Client is responsible for any overrun of the delivery periods stipulated in the original quotation due to additional work.

A.7.5 The provisions of these General Terms and Conditions apply to all additional work to be carried out by the Contractor, in so far as the parties have not agreed any other terms and conditions.

### Article A.8. Liability

A.8.1 For each event or series of related events, the Contractor's liability for direct damage/losses incurred by the Client as a result of a culpable shortcoming in the Contractor fulfilling its obligations under the Agreement, which also expressly includes any shortcoming in fulfilling a guarantee commitment agreed with the Client, because of an unlawful act on the part of the Contractor, its employees or third parties engaged by the Contractor, is limited to a sum equal to the payments the Client is obliged to make under this Agreement each year (excluding VAT). Under no circumstances however will the total compensation to be paid for any direct loss or damage exceed a sum of EUR 25,000 (excluding VAT).

A.8.2 The Contractor's total liability for damage/loss arising from death or physical injury or material damage to property will under no circumstances exceed a sum of EUR 500,000 for each event causing damage, in which case a series of related events counts as one event.

A.8.3 The Contractor's liability for indirect loss or damage, including consequential loss, loss of profit, lost savings, corruption or loss of data (business or otherwise), and losses due to business stagnation is excluded.

A.8.4 Except for the cases referred to in paragraphs 1 and 2 of this article, the Contractor will not be held liable for any damage/losses whatsoever, regardless of the grounds on which an action for compensation might be based. The exclusions and limitations referred to in this article cease to apply if and to the extent the damage or loss is a consequence of an intentional act or willful recklessness on the part of the Contractor's management.

A.8.5 The Contractor's liability for an attributable failure to perform the Agreement will only arise if the Client immediately notifies the Contractor of its default in Writing, setting a reasonable period to remedy the failure, and the Contractor continues to culpably fail to perform its obligations even after that period. The notice of default should contain a description of the failure in as much detail as possible to enable the Contractor to respond adequately.

A.8.6 Any right to claim compensation will at all times be subject to the condition that the Client notifies the Contractor of the damage or loss in Writing within 30 days of it arising.



A.8.7 The Client will indemnify the Contractor against all third-party claims on account of liability resulting from a defect in the Project/Service provided by the Client to a third party, and which also comprised items, Materials or Results supplied by the Contractor, subject to and to the extent that the Client proves that the losses/damage were caused by those items, Materials or Results. The Client will indemnify the Contractor against claims concerning non-compliance with licenses by the Client and/or third parties (including Users) that fall under the Client's responsibility.

A.8.8 Contractor liability for shortcomings in the products and Services of third parties, including software, is expressly ruled out.

## Article A.9. Failures and Force Majeure

A.9.1 Neither party may be bound to perform any obligation if a circumstance beyond the parties' control that could not or should not have already been predicted when concluding the Agreement negates every reasonable opportunity to perform. The parties can only invoke Force Majeure in dealings with each other, if, as soon as possible after the occurrence of the shortcoming, the party affected informs the other party in Writing that it is invoking Force Majeure and submits the necessary documentary evidence.

A.9.2 The circumstances envisaged in paragraph 1 could, for example, consist of: (a) failures of the Internet or other telecommunication facilities; (b) shortcomings by parties on whom the Contractor depends for providing the Services; (c) defective items, Hardware, software or Materials, which the Client has obliged the Contractor to use; (d) the non-availability of one or more staff members (due to illness or otherwise); and (e) government measures.

A.9.3 In the event of Force Majeure, fulfilment of the obligations concerned, and other associated obligations will be suspended in part or in full for the duration of such a Force Majeure situation without the parties being liable to pay each other any compensation. The parties can only invoke Force Majeure in dealings with each other, if, as soon as possible after the occurrence of the shortcoming, the party affected informs the other party in Writing that it is invoking Force Majeure and submits documentary evidence.

A.9.4 In the event of Force Majeure, the party that has invoked Force Majeure shall endeavour to ensure that the shortcoming which is exculpated by the Force Majeure continues for as short a period as possible.

A.9.5 If a Force Majeure situation has lasted for thirty (30) days, or as soon as it is certain that the Force Majeure situation will continue for more than three months, each party has the right to terminate the Agreement in Writing, unless the nature or scope of the shortcoming would not justify premature termination. In such an event, that which has already been performed under the Agreement shall be paid for on a proportional basis without the parties owing each other anything else.

## Article A.10. Intellectual property rights

A.10.1 The Contractor or its licensors hold all intellectual property rights to all of the Materials developed or made available within the context of the Project.

A.10.2 The Client will acquire the exclusive user rights and powers explicitly assigned under these General Terms and Conditions, the Agreement or otherwise in Writing, and in all other respects the Client will not reproduce or publish the software, Services or other Materials.

A.10.3 The Client is not permitted to remove or modify any markings relating to copyrights, trademarks, trade names or other intellectual property rights from the Materials, including markings relating to the confidential nature and secrecy of the Materials.





A.10.4 The Contractor is permitted to take technical measures to protect the Materials, for example with passwords or encryption. If the Contractor has used technical measures to protect the Materials, the Client is not permitted to remove or circumvent the relevant protection.

A.10.5 Any use, reproduction, or publication of the Materials falling outside the scope of the Agreement or the rights of use granted will infringe the intellectual property of the Contractor or its licensors.

A.10.6 The Client will pay the Contractor a penalty of EUR 5,000 due and payable immediately for each act of infringement and EUR 25,000 for each deliberate act of infringement, without prejudice to the Contractor's right to receive compensation for the damage/losses it incurs as a result of the infringement or to allow other legal action to be taken for the purpose of terminating the infringement and/or recovering the damage/losses. After the elapse of one working day after the Contractor has informed the Client of an infringement, a penalty of EUR 5,000 will also be payable by the Client for each day that the infringement has not been brought to an end.

## Article A.11. Processing personal details

A.11.1. The data that is automatically processed and possibly stored when using the Services may contain personal data. That is why both the Client and the Contractor fall under the General Data Protection Regulation ("GDPR"), whereby, according to the terminology of the GDPR, the Client is the 'controller' and the Contractor the 'processor'.

A.11.2. If the Contractor processes personal data in the performance of the Services, Article 28 paragraph 3 GDPR obliges the Contractor and the Client to agree an agreement or other binding legal act with regard to the processing of personal data carried out by the Contractor on behalf of the Client. The provisions from Module F: Processing Agreement apply as a processing agreement within the meaning of the GDPR.

A.11.3. If personal data is processed by the Contractor through the Services for which the Contractor independently determines the purpose and means, the provisions from Module F: Processing Agreement do not apply, since the Contractor carries out these processing operations in its role as "Controller".

## Article A.12. Staff

A.12.1 Where an Employee has to perform activities at the Client's site for the performance of the Agreement (unlike where the Client and the Contractor enter into an Agreement for the secondment of an Employee), the following provisions shall apply.

A.12.2 The Client shall provide the Contractor's Employee who, for the purposes of performing the Agreement, is performing activities at the Client's site, with all the support necessary for the performance of the activities. The Client shall be obliged to do everything that is necessary to enable the Employee to carry out his work properly and safely.

A.12.3 The Contractor shall undertake to ensure that the Employee has the correct job description and skills. The Client may not select specific Employees unless this has been agreed expressly. The Contractor shall be entitled to exchange an Employee for an Employee with comparable skills and a comparable job description.

A.12.4 The Client may not limit access to certain Employees only. Nor is there any guarantee that the Client will be able to have a permanent team of Employees, where such is relevant.





A.12.5 During the term of the Agreement and for two (2) years after its end, the Client shall not be permitted to employ Employees of the Contractor, enter into direct or indirect business relationships with them or arrange for them to perform activities other than within the framework of the Agreement without the Written consent of the Contractor, such being subject to a contractual penalty due and payable immediately of €10,000 per breach, plus €500 for each day that this breach continues, which penalty amounts shall be payable to the Contractor. This article shall also apply where the Client and Contractor have entered into an agreement for the secondment of an Employee.

## Article A.13. Confidentiality

A.13.1 The Parties will treat the information they provide each other before, during or after the performance of this Agreement as confidential, if such information has been marked as confidential or if the recipient party is aware or should reasonably assume that the information is intended to be confidential. The Parties will also impose this obligation on their employees as well as on any third parties they have engaged to perform the Agreement.

A.13.2 The Contractor will not access the information stored by the Client and/or distributed via the Contractor's Services unless this is required for the proper performance of the Agreement or for the quality of the Projects, or if the Contractor is obliged to do so pursuant to a legal provision or an injunction. In that case, the Contractor will undertake to limit access to the information as far as possible, to the extent that this is within its power.

A.13.3 This obligation remains in force after termination of the Agreement irrespective of the reason, and for as long as the party providing the information can reasonably claim that the information is confidential.

## Article A.14. Amendments to the General Terms and Conditions

A.14.1 In the case of a continuing performance agreement, the Contractor reserves the right to amend or supplement the General Terms and Conditions and all Modules contained therein.

A.14.2 Amendments also apply to agreements already concluded with due observance of a term of 30 days following publication of the amendment on Contractor's Website or by electronic communication. Minor changes can be implemented at any time.

A.14.3 If the Client is a natural person who is not acting in the course of a profession or the operation of a business and, as a result of the amendment, the Client is provided with a service that substantially differs from the original service, the Client shall be entitled to terminate the Agreement as of the date on which the amended Terms and Conditions come into effect.

## Article A.15. Settlement of disputes

A.15.1 The Agreement, as well as any agreements and other legal acts arising from it or related to it, are exclusively governed by Dutch law.

A.15.2 All disputes, including those which are only deemed by one party to be a dispute, which arise from or are connected with this Agreement and its implementation and/or with other agreements ensuing from or related to this Agreement will be settled through the mediation offered by ICTWaarborg (hereinafter referred to in this article as Mediation).

A.15.3 The parties undertake to cooperate with each other on settling disputes through Mediation and commit themselves to each bearing half of the Mediation costs.



A.15.4 Mediation comprises two phases. In the first phase the parties seek a possible solution with which they can both agree. If agreement can be reached, the mediator will put that which has been agreed into a settlement agreement. If it proves impossible to reach an agreement that is acceptable to both parties in the first phase, the process will go into a second phase. In the second phase the mediator will work out an agreement that is binding upon both parties and then set this out in a settlement agreement.

A.15.5 Parties shall at all times have the right to submit their disputes to the legally competent Dutch court, however, only when both Parties give their explicit written prior consent and agree to refrain from Mediation.

## Article A.16. Concluding provisions - General Module

A.16.1 If any provisions in this Agreement are declared null and void, the validity of the Agreement as a whole shall remain unaffected. In such case, for the purpose of replacing any such provisions the Parties will stipulate a new provision or new provisions reflecting the purport of the original Agreement and the General Terms and Conditions as far as possible on a legal basis.

A.16.2 If disputes arise from this Agreement which cannot be settled through the settlement arrangements, they will be brought before the competent court in Amsterdam.

A.16.3 Information and notices on the Contractor's Website may be subject to errors.

A.16.4 The version of any communications received or stored by the Contractor (including log files) shall be regarded as authentic, subject to proof to the contrary to be produced by the Client.

A.16.5 For the purpose of promoting its services, the Contractor has the right to show third parties which Projects it provides the Client, unless reasonable interests on the Client's part render this unacceptable or it has been agreed otherwise in Writing.

A.16.6 The Contractor has the right at all times to engage third parties in performing the Agreement.

A.16.7 The Contractor and the Client may transfer their rights and obligations under the Agreement to third parties, provided the other party consents to the transfer in Writing beforehand.



## Module B. Development of (web)applications

Module B applies to customized work delivered by the Contractor to the Client, for example the design and/or development of applications (web or other), software, advice, reports or other specific content-related work.

### Article B.1. Delivery & acceptance

B.1.1 The Contractor will make every effort to deliver the Materials to be accepted by the Client in accordance with the Specifications.

B.1.2 When the Materials are delivered to the Client for acceptance, the Client will subject them to an Acceptance Test at its own expense and under its own responsibility, during the acceptance period of one week. By accepting the Materials, the Client will release the Contractor from all its obligations in respect of the Results.

B.1.3 If the Client does not reject the Materials (in part or in their entirety) within the period referred to in paragraph 2, they will be deemed accepted and delivered.

B.1.4 The Client is equally deemed to have accepted the Materials if it has taken them into operation or if the Client has failed to notify the Contractor within ten days of delivery in Writing that the Materials will for whatever reason(s) not be accepted.

B.1.5 If the Materials are not accepted, the Contractor will specify what adjustments will be made, stating the time required and any costs. The Client will then state whether it agrees to the specified adjustments, the time required and any costs, or whether it has decided against rejecting the materials. The Contractor will make every effort to remedy the reproducible Defects discovered by the Client within the term agreed by the parties and, if such a date is omitted, within a reasonable term.

B.1.6 Adjustments in response to the rejection of a Material may be made in a production environment or an acceptance environment. This is at the Contractor's discretion.

B.1.7 If the Client has accepted the Results (with the exception of Defects in functionalities, exterior Defects or minor Defects), the warranty term of 30 days enters into effect. Within this term, the Results will be deemed to have been accepted, but it will remain possible to make notification of Defects that could not reasonably have been discovered during the Acceptance Test. The Contractor will specify any Defects and add the expected time required and, if the Defects cannot be remedied easily and within 30 days, any additional costs for modifying those components. This guarantee period therefore cannot be considered a prolonged Acceptance Test and does not entitle the Customer to more guarantees than stipulated in this paragraph.

B.1.8 Minor Defects, including Defects which cannot be deemed in either nature or number to form a reasonable impediment to operational utilization of the Materials, will not constitute a reason for withholding acceptance, without prejudice to the obligation of the Contractor to repair such Defects. The Parties will consult with each other on this matter.



B.1.9 If the Project is carried out in phases, the Client shall submit its approval or rejection of the Materials after delivery of each phase, with due observance of the above procedure. The Client is not permitted to base the approval or rejection of the Materials of a later phase on matters approved in a previous phase.

B.1.10 The Contractor is entitled to postpone commencement of a new phase until the Client has given its explicit approval for the previous phase.

B.1.11 The Contractor provides no guarantee that the goal pursued by the Client in respect of the work developed, or to be developed, by the Contractor will in fact be achieved.

B.1.12 The Contractor makes every effort to develop and supply its products/works to be as effective and free of faults as possible.

B.1.13 The Contractor has the right to create temporary solutions restricting certain functionalities in order to avoid serious errors.

## **Article B.2. Progress**

B.2.1 The Client and the Contractor will consult each other to reach agreement on specific phases, delivery dates and periods for the Project, for example in the quotation or in the Agreement.

B.2.2 The Contractor will contact the Client by email, on telephone or by means of the Project Management System, to keep the Client informed on the progress of the Project.

## **Article B.3. Specifications & Materials / source Material**

B.3.1 The Parties will specify in Writing the work to be developed, the requirements the work must satisfy and how the work will be carried out. The Contractor will ensure that the work is developed with due care on the basis of the information provided by the Client. The Client will guarantee the accuracy, completeness, consistency and timeliness of the instructions and information it provides.

B.3.2 A written specification as referred to in Article 3.1 is not required if the Client has expressed the wish to give the Contractor a large amount of freedom in the development of the works and how this is done. If the works have been developed in this way, the Client cannot subsequently invoke Specifications drawn up in Writing to which the Contractor has not agreed.

B.3.3 The Contractor has the right, but is under no obligation, to verify the accuracy, completeness and consistency of the Materials/source Materials, requirements or Specifications made available to the Contractor, and in the event that any faults are established, to suspend the agreed activities until such time as the Client has fixed the relevant faults.

B.3.4 If the Materials/source Materials provided by the Client to the Contractor are protected by any intellectual property rights, the Client will at all times guarantee that it holds all the required licenses for provision to and the intended use by the Contractor within the scope of the Agreement.



B.3.5 Unless agreed otherwise, the Contractor has the right to use images, software and third-party components, including open source software for the development of the work. After delivery, the Client shall be responsible for ensuring correct compliance with the relevant third-party licenses when using the developed works. The Contractor will provide the Client with sufficient information on the applicable license terms. Costs associated with the licenses that are necessary for the implementation of the Agreement, will be charged to the Client. This is specified in the quotation.

B.3.6 The Client itself is responsible for updating its own applications, Services, and infrastructure to ensure interoperability with the Contractor's products and Services. This is in connection with any links. Applications may not work properly if this is not done.

B.3.7 The Contractor is not liable for the Project/Service being unusable if this is due to the fact that the Client has not migrated its systems to the current standards in good time (on the Contractor's instructions), or if the Client is using standards that are no longer supported in the industry. The Contractor no longer considers a standard introduced 24 months ago to be current. This liability exclusion also applies if the Client is working with a version of an Internet browser, use of which and support for which can no longer be taken for granted because a new version of that Internet browser has been released.

## **Article B.4. Licensing conditions for development**

B.4.1 The Contractor grants the Client the right to reproduce and distribute the developed Materials for the purposes intended by the Client when it entered into the Agreement.

B.4.2 In doing so, the Contractor will never assign any intellectual property rights to which it is entitled (such as copyright) to the Client unless expressly agreed otherwise in Writing.

B.4.3 The source code of the software supplied by the Contractor, not being open source software, and the technical documentation created during software development may not and will never be made available to the Client, nor is the Client permitted to make any changes to these, unless expressly agreed otherwise in Writing.

B.4.4 The Contractor grants the Client the non-exclusive right to use the software developed on its behalf. The Client will always strictly comply with the restrictions on use as agreed between the parties. The right of use granted is non-transferable.

B.4.5 The Client is not permitted to sell, rent, sub-license, dispose of the work developed or grant limited rights to such work or make it available to a third party in any way whatsoever or for whatever purpose, not even in the event that the third party uses the software exclusively on the Client's behalf, unless agreed otherwise in Writing, or in the event of and in combination with the sale of the Client's relevant business units or business activities.



## Module C. Hosting / SaaS

This module applies to the "remotely" provision and keeping available (hosting) of data and / or (web) applications to the Client by the Contractor through the Internet or another network, without the Client being provided with a physical carrier with the relevant software. This also includes registering and managing domain names.

### Article C.1. Performance

C.1.1 After the conclusion of the Agreement, the Contractor will perform the Service as soon as possible in accordance with the quotation, taking into account the reasonable wishes of the Client.

C.1.2 The Agreement stipulates when the Contractor will start installing and managing the (web) application.

C.1.3 The Contractor makes an effort to ensure that the (web) application is configured and managed to the best of its ability, applying sufficient care and craftsmanship.

C.1.4 The Client is obliged to do or omit everything necessary to enable a timely and correct installation of the (web) application. In particular, the Client will ensure that all data and facilities, of which the Contractor indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the installation of the (web) application, are made available to the Contractor in a timely manner.

### Article C.2. Duration of the agreement

C.2.1 The Agreement is entered into by the Client for a minimum term of twelve (12) months. After this, the Agreement will be continued for an indefinite period. After the end of the minimum term, the Agreement can be mutually terminated with due observance of a notice period of at least one (1) month. The termination of the Agreement by the Client or the Contractor must be done In Writing.

### Article C.3. Code of conduct

C.3.1 The Client will refrain from storing and / or distributing material or having material distributed, which is in violation of the provisions of Dutch law, including but not limited to material that is defamatory, insulting, racist, discriminatory or hateful, erotic or pornographic, unless explicitly permitted in the quotation, or material that infringes the rights of third parties, including but not limited to copyrights, trademark rights and portrait rights, that constitutes a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without permission or necessity or the repeated harassment of third parties with unsolicited communication, hyperlinks, torrents or comparable information that the Client knows or should know refers to material that infringes the rights of third parties, unsolicited commercial, charitable or ideal communication, or that contains malicious content such as viruses or spyware.

C.3.2 The Client will refrain from hindering other Clients or internet users or causing damage to the Contractor's servers. The Client is prohibited from starting up processes or programs, whether or not by means of the server, of which the Client knows or can reasonably suspect that this will hinder or cause damage to the Contractor, other Clients or internet users. The Contractor will inform the Client of any measures.



C.3.3 In addition to the obligations under the law, damage resulting from incompetence on the part of the Client or the Client's failure to act in accordance with the above points will be for the account of the Client.

C.3.4 In order to prevent the aforementioned problems such as damage and security risks, the Contractor is entitled at its own discretion to limit the Client's management options to such an extent that the management is carried out in its entirety by the Contractor.

## Article C.4. License

C.4.1 The Client hereby grants the Contractor an unlimited license to distribute, store, pass on or copy all Materials supplied by the Client to the Contractor's Services in any way deemed appropriate by the Contractor, but only insofar as this is reasonably necessary for the performance of the Agreement by the Contractor.

## Article C.5. Indemnification

C.5.1 The Client indemnifies the Contractor against all legal claims from third parties regarding the use of the Services by the Client. The Contractor is not responsible for the data / Services / software that are called up by means of a link.

C.5.2 If the Contractor has to perform work with regard to data of the Client, its employees or Users, on the basis of an authorized order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Client.

## Article C.6. Services and availability

C.6.1 All services of the Contractor are performed on the basis of a best efforts obligation, unless and insofar as the Contractor has explicitly promised a result in the Written Agreement and the result concerned has also been described with sufficient certainty.

C.6.2 The electronic transmission of data from the Client in the context of the Services, in any way whatsoever, takes place at the risk and expense of the Client.

C.6.3 The Contractor is never obliged to also supply the applications made remotely available on a physical data carrier (e.g. CD or USB stick) to the Client.

C.6.4 If the Services are (partly) delivered through Services and / or networks of the Contractor, the Contractor will make an effort to minimize downtime.

C.6.5 The Contractor does not offer any guarantees about the exact amount of uptime, unless otherwise agreed in the quotation by means of an SLA designated as such. Unless otherwise provided in an applicable SLA, this article applies.

C.6.6 Unless proof to the contrary, the availability and service level measured by the Contractor will serve as complete proof.

C.6.7 The Contractor will endeavour to ensure that the Client can use the networks that are directly or indirectly connected to the Contractor's network. However, the Contractor cannot guarantee that these



networks will be available at any time. Legal and contractual conditions may be attached to the use of third-party networks. The Contractor will make an effort to inform the Client of this in a timely manner.

C.6.8 If, in the opinion of the Contractor, a danger arises for the functioning of the Services or the network of the Contractor or third parties and / or the services provided via a network, in particular due to excessive sending of e-mail or other data, poorly secured Services or activities of viruses, trojans and similar software, the Contractor is entitled to take all measures they reasonably consider necessary to prevent this.

C.6.9 The Contractor has the right to put the Services or parts thereof temporarily out of use for the purpose of maintenance, adjustment or improvement thereof. The Contractor will try to have such a decommissioning take place outside office hours as much as possible and will make an effort to inform the Client in good time of the planned decommissioning. However, the Contractor is never obliged to pay compensation for damage that has arisen in connection with such decommissioning, unless explicitly agreed otherwise in Writing, for example in an SLA.

C.6.10 Only if expressly agreed in Writing is the Contractor obliged to have a fall-back center or other fall-back facilities.

C.6.11 Unless the Agreement provides otherwise, the Contractor is not obliged to make backup copies (back-ups) of data stored by the Client on the Contractor's Services. Any backups made can be destroyed at any time after termination of the Agreement. It is the responsibility of the Client to request a backup upon termination or dissolution.

### **Article C.7. Adjustments**

C.7.1 The Contractor is entitled to adjust the applications made available at its own discretion during the term of the Agreement. If an adjustment leads to a significant change in functionality, the Contractor will make an effort to notify the Client thereof. Only if this is technically possible and would not require a disproportionate effort on the part of the Contractor, the Client can continue to use an older version of the application upon request. The Contractor may charge additional costs for providing this option.

### **Article C.8. Storage and data limit**

C.8.1 The Contractor can set a maximum for the amount of storage space or data traffic per month that the Client may use in the context of the Services. The Client will not exceed the limits, unless the Agreement explicitly regulates the consequences thereof. If this maximum is exceeded, the Contractor is authorized to charge an additional amount, in accordance with the amounts for extra data traffic stated in the Agreement. If no storage and / or data limit is agreed, the Contractor's fair use policy applies.

### **Article C.9. Procedure after termination**

C.9.1 The Contractor will ensure that, upon termination of the Agreement, the Client is given a reasonable opportunity to transfer the Client's data stored in the Contractor's systems back to its own systems or to the systems of a new provider. For this purpose, the Contractor will make every effort to be able to offer the data in a common file format.

## Module D. Maintenance and support

This Module applies to Services that consist of installing, configuring and / or maintaining Materials and Services such as software, applications, websites, etc.

### Article D.1. Performance

D.1.1 Maintenance is understood to mean keep running of existing or new (developed) Materials in accordance with the quotation or further agreement, and more generally the repair of errors. Support is understood to mean providing assistance in maintaining or working with the Materials, whether or not remotely.

D.1.2 After the conclusion of the Agreement, the Contractor will carry out the work in accordance with the quotation as soon as possible, taking into account the reasonable wishes of the Client.

D.1.3 The Agreement stipulates when and at what fee the Contractor will start performing the Services and activities. There may be fixed fees, but also work based on hourly rates and subsequent calculation. The Agreement clearly states which activities will be carried out for which amounts.

D.1.4 All Services provided by the Contractor are performed on the basis of a best efforts obligation, unless and insofar as the Contractor has explicitly promised a result in the Written Agreement and the result concerned is also described with sufficient certainty.

D.1.5 The Contractor does not offer any guarantees about results, unless otherwise agreed in the quotation by means of a Service Level Agreement (SLA) designated as such. Unless otherwise provided in an applicable SLA, this article applies. The Contractor will endeavor to execute requests from the Client as soon as possible, but cannot set firm deadlines for this. This applies to a period of planning and carrying out planned work as well as response times and repair times if there is a request to adjust, repair and / or improve the Service and / or Materials.

### Article D.2. Duration

D.2.1 The Agreement is entered into by the Client for a minimum term of twelve (12) months. After this, the Agreement will be continued for an indefinite period. After the end of the minimum term, the Agreement can be mutually terminated with due observance of a notice period of at least one (1) month. The termination of the Agreement by the Client or the Contractor must be done In Writing.

### Article D.3. Specifications and cooperation of the Client

D.3.1 If agreed, the Contractor will install and configure the Materials on hardware and networks to be designated by the Client. The Client is obliged to do or omit everything that is reasonably necessary and desirable to enable a timely and correct installation and operation of the Materials. In particular, the Client will ensure that all data, of which the Contractor indicates that these are necessary or of which the Client reasonably should understand that these are necessary for the delivery of the Materials, will be provided to the Contractor in a timely manner.

D.3.2 At the request of the Contractor, the Client will grant the Contractor's Employees and auxiliary persons all necessary access to the relevant computer systems to enable installation, configuration,



maintenance and adjustments of the Materials. Physical access to these systems will only take place if necessary, and only after prior consultation with the Client.

D.3.3 The choice, purchase and management of the hardware and networks to be used is the sole and complete responsibility of the Client. The Contractor will provide instructions on the desired configuration. If the designated hardware and networks do not meet the Contractor's requirements, the Contractor is entitled to refuse installation or configuration.

## **Article D.4. Updates and improvements**

D.4.1 Only if this is part of the Agreement, the Contractor will make an effort to adjust the Materials from time to time to improve the functionality and to correct errors, whether or not on the basis of instructions and requests from the Client or on the basis of its own initiative, if provided for in the Agreement.

D.4.2 Only if this is part of the Agreement will the Contractor endeavour to keep the Materials up to date. In many cases, however, the Contractor is dependent on its supplier(s) and third parties. The Contractor is entitled not to install certain updates or patches if, in their opinion, this does not benefit the correct functioning of the software or is not in the interest of the Service.

D.4.3 The Contractor will endeavour to add changes and new functionality requested by the Client to the Materials. The Contractor is always entitled to refuse such a request if, in its opinion, it is not feasible or if it may impede the proper functioning or availability of the Materials. There are costs associated with adding changes and new functionality to the Materials at the request of the Client. The Contractor will communicate these costs to the Client in advance.

D.4.4 If an adjustment, update or patch leads to changed functionality within an already developed Service or Project which has drastic consequences for the functioning of other Materials, systems, etc., the Contractor and the Client will consult about the consequences thereof. If it is decided to implement this change, update or patch, the Contractor is entitled to invoice the hours incurred separately on the basis of subsequent calculation.

D.4.5 If the Client wishes to implement a change to the Materials independently, this will be done entirely at the Client's own risk and responsibility. The Contractor will then no longer have to make an effort to fix bugs or errors. All this unless the Client has notified the Contractor of the desired change in advance and the Contractor has approved this In Writing. The Contractor may attach conditions to this approval.

D.4.6 Unless otherwise agreed, support to end users (customers of Client) is not included.

## **Article D.5. Remote support**

D.5.1 Remote support is provided by phone, email and other commonly agreed channels.

D.5.2 At the request of the Client, the Contractor will propose software with which the computers to be supported can be accessed remotely. It is the Client's responsibility to ensure that its network and security environment allows this software to work.

D.5.3 If it appears that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, the Contractor will consult with the Client to find a solution on location.



D.5.4 The Contractor is available for remote support (also for scheduling maintenance and repair of errors) on working days (Monday to Friday, with the exception of public holidays recognized in the Netherlands) from 9:00 am to 5:00 pm.



## Module E Advice and training

This Module applies to Contractors who perform consultancy work and / or provide training or courses.

### Article E.1. Specific provisions for training and courses

E.1.1 If the Agreement (also) extends to the provision of a course / training (hereinafter: course) by the Contractor, the provisions of this article apply.

E.1.2 There may be various courses, conducted by the Contractor.

- A course is understood to mean: a course, workshop, education, lecture or training provided or offered by the Contractor.
- A general course is understood to mean: a course provided on the initiative of the Contractor intended for several parties.
- An internal course is understood to mean a course provided at the request of, on location at and aimed at employees of the Client.

E.1.3 Unless otherwise agreed, a separate fee is payable for course material in addition to the fee payable for the course.

E.1.4 In the case of an internal course, the Client is responsible for providing the facilities required by the Contractor (including in any case sufficient course space, computers, beamers, internet connection, food and drink) for the course, as well as for handling registrations and cancellations.

E.1.5 For a general course, the Contractor will provide the necessary facilities for the general course concerned.

E.1.6 In the case of an internal course, the Client has the right to cancel or reschedule the course up to fourteen (14) calendar days before the (first) date of the course. Any cancellation or change costs for facilities already booked (including travel costs or hotel accommodation for teachers) are at the expense of the Client.

E.1.7 In a general course, participation takes place in order of registration. The Contractor will confirm the registration by e-mail or refuse it with reasons. If a registration from the Client only reaches the Contractor after the maximum number of participants in the course has been reached, the Contractor will keep the registration and still accept it if another participant drops out. The Contractor will provide timely notice of this.

E.1.8 The Client decides whether the course is suitable for the participants or to participate in the course. The lack of the required prior knowledge of the Client or its employees is not a reason for cancellation and does not ensure that obligations under the Agreement and / or General Terms and Conditions are cancelled.

E.1.9 The Contractor is permitted to change the content, location and dates / times of the general course. The Client will be informed of this no later than two (2) weeks before the start of the general course.



E.1.10 The Client has the right to cancel participation up to five (5) working days before the (first) date of the general course. The prize for participation will then be waived. In case of cancellation within five (5) working days, the agreed price remains due. The Client is entitled to register a replacement up to and including the (first) day of the general course; this does not count as cancellation.

E.1.11 Payment is made in advance, prior to the course.

## Article E.2. Specific provisions regarding advice

E.2.1 If the Agreement (also) extends to the performance of advisory work by the Contractor, the provisions of this article apply.

E.2.2 Unless otherwise agreed in Writing, the Contractor does not give any guarantee regarding delivery and / or turnaround times. Work is carried out or will take place on working days other than a Saturday, Sunday or a generally recognized public holiday, between 9 a.m. and 5 p.m.

E.2.3 If it has been agreed that the work will be carried out in phases, the Contractor is entitled to wait with the execution of the next phase until the Client has approved the Materials and the associated results.

E.2.4 The use of results, Materials or other outcomes of the Services and activities are at all times at the risk and responsibility of the Client.

E.2.5 If and insofar as required for the proper execution of the Agreement, the Contractor has the right to have certain activities performed by third parties. Any (additional) costs related to this are for the account of the Client. The latter, of course, with the approval of the Client.

E.2.6 The Client will only use the results of the Agreement provided by the Contractor for the agreed purpose. More specifically, the Client will only use the texts drawn up by the Contractor for the destinations indicated in the Agreement. In that case, the Contractor also has the right to withdraw the user license with regard to the written texts. Article A.10 applies accordingly.

E.2.7 If necessary, the Contractor will inform the Client about the status and course of the work. In the Agreement, further agreements can be laid down in this regard concerning the number of contact moments and how this will take place. Interim reports can be part of this. The parties appoint contact persons to realize this process and to ensure that it runs positively.

E.2.8 Without prejudice to the provisions of Article A.6, the Contractor is entitled to invoice an amount prior to the work and may wait with the execution of the Agreement until the first payment has been received by the Contractor.

## Module F Processing Agreement

This Processing Agreement is an integral part of the arrangements between the Parties as agreed on the day of signing the Agreement.

### General

In this Processing Agreement the following terms have the following meanings:

- **General Terms and Conditions:** the General Terms and Conditions of the Processor, which apply in full to every agreement between the Processor and the Controller and of which General Terms and Conditions this Processing Agreement form an inseparable part.
- **Processor:** Prindustry BV, located at Hendrik Figeeweg 1M-2 in Haarlem, registered with the Chamber of Commerce under number 53 55 12 30 and legally represented by Mr. Ramon van Wingerden.
- **Controller:** the natural person or legal entity who has instructed the Processor to perform Work.
- **Data:** the personal data as described in Appendix 1.
- **Agreement:** any agreement between the Controller and the Processor to perform Work by the Processor on behalf of the Client.
- **Work:** all work that has been commissioned or that are performed by the Processor on any other basis. The foregoing applies in the broadest sense of the word and in any case includes the work as stated in the order confirmation.



See Appendix 1 for the specification of the roles of data processing at Prindustry and the personal data referred to



*considering that:*

- The Controller has concluded an agreement with his customers and the Controller wishes to engage the Processor for the implementation of that agreement;
- The Controller and the Processor have concluded an Agreement for the foregoing on the day of signing (hereinafter: "the Agreement"), **for the processing of personal data by the Processor in order to maintain and further develop the software platform and the web portal for the Controller;**
- The Processor in the performance of the Agreement can be regarded as a Processor within the meaning of Article 4(8) of the General Data Protection Regulation (hereinafter: "GDPR");
- The Controller is regarded as a Controller within the meaning of Article 4(7) GDPR;
- Reference made in this Processing Agreement to personal data refers to personal data within the meaning of Article 4(1) of the GDPR;
- The Controller will determine the purposes and means for the processing to which the conditions as set out in this agreement apply;
- The Processor is prepared to do so and is also prepared to comply with obligations relating to security and other aspects of the GDPR, insofar as this is within its control;
- The GDPR imposes on the Controller the obligation to ensure that the Processor offers sufficient guarantees with regard to the technical and organizational security measures with regard to the processing to be carried out;
- The GDPR also imposes on the Controller the obligation to monitor compliance with those measures;
- The Parties wish to lay down their rights and obligations in writing by means of this processing agreement (hereinafter referred to as: 'the Processing Agreement'), partly in view of the requirements pursuant to Article 28(3) of the GDPR;
- Reference made in this Processing Agreement to provisions of the GDPR until 25 May 2018 will refer to the corresponding provisions of the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens, hereinafter referred to as: 'the Wbp');

*have agreed as follows:*

**Article 1. Purposes of the processing**

- 1.1 The Processor undertakes to process personal data on the instruction of the Controller, subject to the conditions of this Processing Agreement. Processing will only take place within the framework of the Processing Agreement and for the purpose of **to maintain and further develop the software platform and the web portal for the Controller**, and in order to achieve those objectives that have been laid down in the Agreement in mutual consultation.
- 1.2 **The personal data that the Processor processes or will process within the framework of the Agreement and the categories of Data Subjects from whom the personal data originate are set out in Appendix 1.** The Processor will refrain from using the personal data for any purpose other than that determined by the Controller. The Controller will inform the Processor of the purposes of the processing insofar as these are not already stated in this Processing Agreement.
- 1.3 The Processor has no control of the purposes and resources for the processing of personal data. The Processor will refrain from making any independent decisions with regard to the receipt and the use of the personal data, the provision thereof to third parties and the duration of storing personal data.

## **Article 2. Obligations of the Processor**

- 2.1 With regard to the processing referred to in Article 1, the Processor will ensure compliance with the conditions that, on the basis of the Wbp and the GDPR, are set for the processing of personal data by the Processor in its role.
- 2.2 The Processor will inform the Controller, at the latter's first request, of the measures that it has taken in order to meet its obligations pursuant to this Processing Agreement, the Wbp and the GDPR.
- 2.3 The Processor's obligations arising from this Processing Agreement also apply to any party processing personal data under the authority and on the instruction of the Processor.
- 2.4 Under no circumstances will the processing of data by the Processor cause the Processor's databases to be expanded with data taken from the data sets provided by the Controller, unless it concerns the data in aggregated, non-traceable form. In that case, the Processor is permitted to use this data for its own other purposes.
- 2.5 Processor will immediately notify the Controller if, in its opinion, an instruction from the Controller is contrary to the legislation referred to in paragraph 1.

## **Article 3. Transfer of personal data**

- 3.1 Processor may process personal data in countries within the European Economic Area (hereinafter: "EEA"). Transfer to countries outside the EEA is only permitted if this takes place on the basis of the prior written order / consent of the Controller, or if one of the appropriate safeguards within the meaning of the GDPR applies.

## **Article 4. Division of responsibility**

- 4.1 The Processor will carry out the permitted processing activities within a computerized or semi-computerized environment.
- 4.2 The Processor is solely responsible for the processing of the personal data under this Processing Agreement, in accordance with the instructions of the Controller and under the explicit (final) responsibility of the Controller. For all other processing of personal data, including but not limited to the collection of personal data by the Controller, processing for purposes not reported to the Processor by the Controller, processing by third parties and / or for other purposes, the Processor is not responsible. The responsibility for these processing operations rests exclusively with the Controller.
- 4.3 The Controller guarantees that the content, the use and the assignment for the processing of the personal data as referred to in this Processing Agreement is not unlawful and does not infringe any right of third parties.
- 4.4 From the moment the GDPR comes into effect on 25 May 2018, the Parties will keep a register of the processing operations regulated under this Processing Agreement.

## **Article 5. Engagement of third parties or subcontractors**

- 5.1 The Controller hereby gives the Processor permission to use a third party for the processing of personal data on the basis of this Processing Agreement, with due observance of the applicable privacy legislation.
- 5.2 At the request of the Controller, the Processor will inform the Controller as soon as possible about the third parties it has engaged. Controller has the right to object to any third parties engaged by Processor. If the Controller objects to third parties engaged by the Processor, the Parties will consult each other to find a solution.
- 5.3 The Processor will in any case ensure that these third parties assume the same obligations in writing as agreed between Controller and Processor. The Processor guarantees the correct compliance with these obligations by these third parties and, in the event of errors of these third parties, is itself liable to the Controller for all damage as if he had committed the error(s) himself.

### Article 6. Security

- 6.1 Processor will endeavor to take appropriate technical and organizational measures with regard to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorized access, damage, modification or provision of the personal data).
- 6.2 Processor will make an effort to ensure that the security meets a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with security.
- 6.3 If it appears that a necessary security measure is missing, the Processor will ensure that the security meets a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with the security.

### Article 7. Duty to report

- 7.1 In the event of a data leak (which means: a breach of security that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorized disclosure of, or unauthorized access to, forwarded, stored or otherwise processed data ), the Processor will inform the Controller of this immediately or no later than within forty-eight (48) hours, on the basis of which the Controller will assess whether it will inform the supervisory authorities and / or data subjects or not. Processor makes every effort to ensure that the information provided is complete, correct and accurate.
- 7.2 Controller will ensure compliance with any (legal) reporting obligations. If required by law and / or regulations, Processor will cooperate in informing the relevant authorities and any parties involved.
- 7.3 The duty to report includes in any case reporting the fact that there has been a leak, as well as, insofar as it is known to the Processor:
  - the date on which the leak occurred (if no exact date is known: the period within which the leak occurred);
  - what is the (alleged) cause of the leak;
  - the date and time when the leak became known to the Processor or a third party or subcontractor engaged by him;
  - the number of persons whose data has been leaked (if no exact number is known: the minimum and maximum number of persons whose data has been leaked);
  - a description of the group of persons whose data has been leaked, including the type or types of personal data that have been leaked;
  - whether the data has been encrypted, hashed or otherwise made incomprehensible or inaccessible to unauthorized persons;
  - what the proposed and / or already taken measures are to stop the leak and to limit the consequences of the leak;
  - contact details for the follow-up of the report.

### Article 8. Rights of data subjects

- 8.1 In the event that a data subject submits a request to exercise his / her legal rights to the Processor, the Processor will forward the request to the Controller and inform the data subject thereof. The Controller will then handle the request independently. If it appears that the Controller needs help from the Processor to implement a request from a data subject, the Processor may charge costs for this.

### Article 9. Duty of confidentiality

- 9.1 All personal data that the Processor receives from the Controller and / or collects itself in the context of this Processing Agreement is subject to a duty of confidentiality towards third parties. Processor will not use this information for a purpose other than that for which it has been obtained, unless it has been brought into such a form that it cannot be traced back to data subjects.

- 9.2 This duty of confidentiality does not apply insofar as the Controller has given explicit permission to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the assignment given and the implementation of this Processing Agreement, or if there is a legal obligation to provide the information to a third party.

#### **Article 10. Audit**

- 10.1 The Controller has the right to have audits carried out by an independent ICT expert who is bound by confidentiality to check compliance with all points in this Processing Agreement.
- 10.2 This audit will only take place after the Controller has requested and assessed the similar audit reports available at the Processor and has submitted reasonable arguments that justify an audit initiated by the Controller. Such an audit is justified if the similar audit reports present at the Processor provide no or insufficient information about compliance with this Processing Agreement by the Processor. The audit initiated by the Controller takes place two weeks after prior announcement by the Controller, and no more than once a year.
- 10.3 Processor will cooperate with 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, whereby a period of no more than two weeks is reasonable unless an urgent interest opposes this. The Controller will ensure that the audit causes the least possible business disruptive effect on the other activities of the Processor.
- 10.4 The findings as a result of the audit will be assessed by the Parties in mutual consultation and, as a result thereof, may or may not be implemented by one of the Parties or by both Parties jointly.
- 10.5 The reasonable costs for the audit will be borne by the Controller, on the understanding that the costs for the third party to be hired will always be borne by the Controller.
- 10.6 The Processor will support the Controller in the performance of a Data Protection Impact Assessment (hereinafter: "DPIA") if the Processor is obliged to do so under the GDPR. This support can manifest itself, among other things, in the Processor making the necessary information available to the Controller for the correct execution of the DPIA.

#### **Article 11. Duration and termination**

- 11.1 This Processing Agreement has been entered into for the duration as determined in the Agreement between the Parties and, in the absence thereof, in any case for the duration of the collaboration.
- 11.2 The Processing Agreement cannot be terminated prematurely.
- 11.3 Parties may only amend this Processing Agreement with mutual written consent.
- 11.4 After termination of the Processing Agreement, the Processor will immediately destroy the personal data received from the Controller, unless the parties agree otherwise.

#### **Article 12. Other conditions**

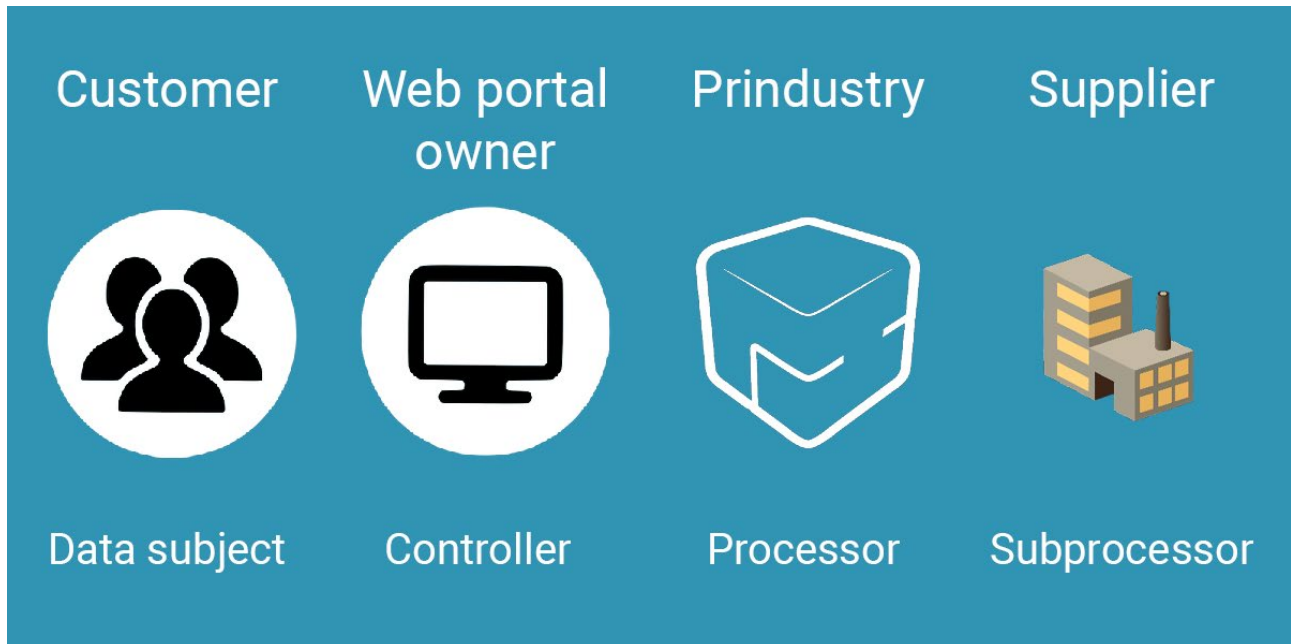
- 12.1 The Processing Agreement and its implementation are governed by Dutch law.
- 12.2 All disputes that may arise between the Parties in connection with the Processing Agreement will be submitted to the competent court in the district of the court that is also competent to judge within the framework of the Agreement.
- 12.3 If one or more provisions of the Processing Agreement prove not to be legally valid, the Processing Agreement will remain in force for the rest. In that case, the parties will consult on the provisions that are not legally valid, in order to make a replacement arrangement that is legally valid and that matches the purport of the arrangement to be replaced as much as possible.
- 12.4 If the privacy legislation changes, the parties will cooperate to adjust this Processing Agreement in order to (continue to) comply with this legislation.



- 12.5 In the event of conflict between different documents or their appendices, the following order of precedence applies:
- a. the Agreement; the Main Agreement, the contract;
  - b. this Processing Agreement;
  - c. the General Terms and Conditions of the Processor;
  - d. any additional conditions.

## Appendix 1: Specification of personal data and data subjects

### Roles data processing Prindustry



#### **Data Subject**

The intended Data Subjects of whom the Controller, Processor and Sub-Processor can process personal data are the (end) customers and / or employees of the WhiteLabelShop or Brand portal owner. It concerns their personal data that are processed through the platform of Processor Prindustry.

#### **Controller**

Personal data is processed on behalf of the Controller. The WhiteLabelShop or Brand portal (web portal) owner, the Prindustry customer, is the Controller, because this owner enters the personal data and determines the purpose and means.

#### **Processor**

As a software developer, Prindustry is the Processor for its customers, the web portal owners. Prindustry does not determine the purpose and means of processing the personal data. Prindustry merely stores the data and sends it via the platform.

#### **Sub-Processor**

When a web portal customer of Prindustry uses the connections to producers to manufacture the webshop products, these producers are the Sub-Processors, because they receive the personal data for a specific purpose, namely the production and sending of an order.

By signing a Sub-Processing Agreement, these producers indicate that they take appropriate measures to protect personal data. This gives Prindustry customers the assurance that they will handle the personal data they receive for an assignment through the Prindustry platform with care.

The Controllers can see in the backend in their web portal in the Prindustry Marketplace which Sub-Processors have signed the GDPR Sub-Processing Agreement by means of the green GDPR tick.

## Personal Data of Data Subjects

The Controller, the Processor and the Sub-Processor will process personal data of Data Subjects of the Controller through the Prindustry platform in the context of the Agreement.

The following personal data of Data Subjects may pass through the platform for processing:

### *Data Subjects: End Customers*

- Company name
- Personal name
- Address
- House number
- Postal code
- Residency
- Telephone number
- E-mail address
- Bank account number
- Chamber of Commerce number

## Processing register

All details of the Processing Agreements and recipients of data are in the Processing Register of Prindustry. If you have any questions about the details, please email Jolanda van Drie at [Jolanda@prindustry.nl](mailto:Jolanda@prindustry.nl).

## Other documentation data processing

- [Prindustry GDPR measures](#)
- [Prindustry Privacy declaration](#)

The Controller guarantees that the personal data and categories of Data Subjects described in this Appendix 1 are complete and correct and indemnifies the Processor against any defects and claims resulting from an incorrect representation by the Controller.