

General Terms and Conditions of Privacy Verified Version of 1 January 2021



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These General Terms and Conditions apply to every Agreement and to the performance of work by Privacy Verified B.V. (on the initiative of ICTRecht). Provisions or terms and conditions stipulated by the Client that differ from, or do not appear in, these General Terms and Conditions are only binding upon Verified B.V. if and to the extent that they have been expressly accepted by Privacy Verified B.V. in writing.

Privacy Verified B.V.
Jollemanhof 12
1019 GW Amsterdam

Article 1. Quotations and Exploratory Discussions

1. A Quotation is without obligation and in no way obligates the Client to anything.
2. Exploratory communication regarding the potential Assignment is free of obligation and in no way obligates the Client to anything, provided that the exploratory communication does not exceed one (1) hour. If the exploratory communication requires more than one (1) hour, it will be considered an Assignment, and the Contractor may charge the Client for this communication on the basis of its hourly rate. Furthermore, if an exploratory communication passes over into the provision of concrete legal advice, the Contractor may charge costs for this on the basis of its hourly rate.
3. A Quotation loses its validity thirty (30) calendar days after the date of dispatch by the Contractor.
4. If the Quotation states a date of delivery, this will merely be an indicative date. The schedule for the Certification will be determined in mutual consultation.
5. The Contractor is authorised to postpone delivery, without giving further notice, if the Client does not accept the offer within one (1) working day after the date of issue of the Quotation, or if other circumstances arise as a result of which the Contractor cannot reasonably be held to the date of delivery, including, but not limited to, late prepayment of all or part of the agreed price.

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72602562

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NL39 RABO 0334 5390 64

Article 2. Acceptance of the Quotation

1. The Quotation will be deemed to have been accepted when the Client agrees to the Quotation, or if the Contractor may reasonably deem that specific conduct by the Client constitutes (or implies) agreement.
2. The Contractor reserves the right to terminate the Assignment free of charge at any time if new information becomes available that reasonably renders performance or further performance of the Assignment under the agreed Description of the Assignment unacceptable to the Contractor.
3. Following acceptance, the Assignment can only be amended with the agreement of the Contractor.

Article 3. Performance of the Assignment

1. The Contractor will perform the Assignment to the best of its knowledge and ability in accordance with good professional standards.
2. If and where required for the proper performance of the Assignment, the Contractor is entitled to outsource certain activities to third parties. Any costs, including extra charges, associated with this will be at the Client's expense, but will of course only be charged with the Client's approval.



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3. The Parties will mutually appoint a designated contact person. If the appointed contact person is replaced, the contact will be transferred carefully by means of a consultation, by telephone or otherwise, with the other Party.
4. The Client is obliged to do everything that is reasonably required and desired to facilitate the correct and timely performance of the Assignment. In particular, the Client will ensure that all data that the Contractor states is necessary or that the Client ought reasonably to understand is necessary for the performance of the Assignment and for the purpose of the Certification is provided to the Contractor in good time. The Client will also ensure the availability and accessibility of its employees in order to perform the audit. If the prerequisites for the performance of the Assignment have not been provided or made available in good time, the Contractor will be entitled to suspend the performance of the Assignment until these data have been provided.
5. The Client will only use the results provided by the Contractor with regard to the Assignment for the agreed purpose. In particular, the Client will only use the texts drawn up by the Contractor for the purposes specified in granting the Assignment. In the event of a breach of this provision, the Contractor will be entitled to charge the standard rate it applies for the relevant use of the results, with a surcharge of 50% for the unauthorised use by the Client, without prejudice to the Contractor's right to claim compensation or additional compensation for any ensuing damage or loss. Furthermore, the Contractor will then be entitled to revoke the licence for use with regard to the texts drawn up.
6. The copyrights and other intellectual property rights to all materials, including but not limited to agreements, licences, privacy statements, disclaimers, analyses, designs, documentation, recommendations, reports, quotations, as well as preparatory materials thereof, that are developed or made available by or on behalf of the Contractor in the context of the Assignment and for the purpose of the Certification rest with the Contractor and/or its licensors. The Client only acquires the rights of use and powers that ensue from the object of the Agreement or that are subsequently granted.
7. If the Client fails to process the identified points for improvement within a reasonable period or, if applicable, within the period stipulated for this in the Quotation, the Contractor will be entitled to charge the resulting additional work on the basis of its hourly rate.
8. Complaints regarding the performance of the Agreement and/or objections to invoices must be submitted to the Contractor in writing no later than two weeks after the invoice date. The submission of complaints or objections does not suspend any payment obligations.
9. If a third party informs the Contractor that, according to that third party, the Client infringes the rights and freedoms of that third party or that any other actions are taking place that are unlawful or contravene privacy legislation, the Contractor will inform the Client of the complaint or violation as soon as possible.
10. The Client must then provide a sufficiently substantiated response as soon as possible (no later than within two (2) working days), whereupon the Client will decide how to act.
11. Sections 404 and 407(2) of Book 7 of the Dutch Civil Code are not applicable to the performance of the Assignment.

Article 4. Procedure for Certification and Revocation of Certificate



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1. The Certification starts with a review of the website (Privacy Verified Basic), the product or process (Privacy Verified Extended) or the entire organisation (Privacy Verified Enterprise) of the Client. During the review, an assessment is made of the extent to which the website, the product and/or process or the organisation complies with the General Data Protection Regulation and the Dutch General Data Protection Regulation (Implementation) Act.
2. The review will be performed remotely and, if the Contractor believes this to be necessary, on site.
3. Based on the review, the Contractor will draw up an action list with specific points for improvement. The Client will process these points for improvement, which may involve collaboration with a lawyer. If a collaboration in this respect is desirable and this was not included in the initial Quotation, the Contractor or one of its affiliated companies will draw up a separate Quotation for this purpose.
4. If all points for improvement have been adequately processed, the Client will inform the Contractor of this in writing. The Contractor will then perform a final check. If all points for improvement have been implemented, the Client will receive the Certificate.
5. The Certificate is valid for one (1) year after receipt. After each year, an evaluation will be conducted at the Client's request and, if necessary, a new, comprehensive review will be performed on the basis of a new Quotation. A comprehensive review will be performed in any case if major changes occur in the Client's business, as well as for the purpose of the third renewal of the Certificate.
6. After the Client's purchase, the Client is obliged to lend full cooperation to the annual evaluation and the three-yearly comprehensive evaluation, and also in the event of an unscheduled evaluation initiated by the Contractor.
7. For the annual renewal of the Certificate, a (fixed) annual amount will be charged in advance, separately from the costs for the evaluation or comprehensive evaluation.
8. The Contractor is entitled to perform an unscheduled evaluation in the following cases:
 - for the purpose of an interim quality check;
 - in the event of negative publicity about the Client relating to privacy and/or privacy legislation;
 - if the Contractor receives complaints about the processing of personal data or the protection of privacy by the Client (see also Article 3, paragraphs 8 and 9);
 - in the event of notifications or reports about investigations by the supervisory authority (Dutch Data Protection Authority);
 - if the Contractor receives information about a change in the Client's Organisation.
9. The Contractor is entitled to revoke the Certificate in the following cases:
 - at the request of the Client;
 - if the Client fails to comply or ceases to comply with the terms and conditions for Privacy Verified;
 - if the Client has been declared bankrupt, a petition for a moratorium has been filed for the Client or attachment is made on assets of the Client;
 - if the Client is taken over by a third party;
 - in other cases that, in the professional opinion of the Contractor's lawyers, give cause to revoke the Certificate with reasons.
10. Before revoking the Certificate, the Contractor will issue a warning to the Client via the email address known to the Contractor. The Client will then have two (2) weeks to remove inaccuracies that constitute grounds for revoking the

Certificate and to inform the Contractor of the measures taken. After the end of these two (2) weeks, the Contractor will decide whether or not to revoke the Certificate and will inform the Client of this decision as soon as possible.



Article 5. Portal

1. If this has been agreed, the Client will be given access to the Portal on payment.
2. To facilitate access to the Portal, the Client will receive a digital request from the Contractor to create login data. The Client bears individual responsibility for creating a sufficiently reliable password. The Client may assume that all actions carried out via the account after login with the user name and password take place under the supervision and control of the Client. The Client is therefore liable for all these actions, unless the Client has informed the Contractor that another party knows the password.
3. The Contractor will endeavour to ensure the availability of the services, but does not guarantee uninterrupted availability. The Contractor actively maintains the Portal. Maintenance can take place at any time, even if this may lead to a limitation of availability. Where possible, maintenance will be announced in advance.
4. The Contractor may modify the functionality of the Portal from time to time. Feedback and suggestions in this respect are welcome, but it will ultimately be up to the Contractor to decide which modifications are or are not made.
5. The outcome of the documents generated via the Portal depends on the details provided by the Client. The Contractor does not guarantee that the outcome applies to the Client's situation and/or is complete.
6. The intellectual property rights to the Portal and to the documents generated in the Portal are vested in the Contractor or its licensors. The Client will receive a licence for the use of the Portal during the term of the Agreement.
7. The Contractor has the right to temporarily take the Portal out of operation for the purpose of maintenance, adjustments or improvements to the services. The Contractor will endeavour to ensure, as far as possible, that such a non-operational period will only take place outside office hours in the Netherlands and to inform the Client in good time of the scheduled maintenance. The Contractor will under no circumstances be liable for any damage or losses ensuing from the fact that the Portal is taken out of operation.
8. The Contractor is entitled to adjust the Portal. Because the Portal is provided to multiple clients, it is not possible to put in place or omit a specific adjustment for the Client alone.
9. It is prohibited to use the Platform for activities that conflict with Dutch law or other applicable laws and regulations. This includes using the service to store or spread information that is defamatory, libellous or racist. Furthermore, the following is prohibited by Privacy Verified:
 - a. using indecent language;
 - b. posting information in locations where this information is inappropriate (off-topic);
 - c. spreading information that is erotic or pornographic in nature (even if the information in itself is legal);
 - d. spreading information in breach of copyrights or posting hyperlinks to such information;
 - e. aiding others in infringing the rights of third parties, such as websites that exclusively or mainly contain hacking tools or provide information on computer crime with the obvious



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- intention of – rather than enabling the reader to defend against such crimes – enabling the reader to commit the crime described or have a third party do so;
- f. violating the privacy of third parties, which in any case includes but is not limited to distributing third-party personal data without permission or necessity or repeatedly harassing third parties with unwanted communications;
 - g. any other actions that are contrary to netiquette.
10. If the Contractor finds that one of the above conditions has been violated or receives a complaint about this, the Contractor may take measures to end the violation. If, in the Contractor's opinion, the operation of the Contractor's computer systems or network, third-party computer systems or networks and/or the provision of services via the Internet is being impeded or harmed or is otherwise at risk, in particular as a result of excessive amounts of data being sent, leaked personal data or virus activity, Trojan horses or similar software, the Contractor is authorised to take any measures it deems reasonably necessary to avert or prevent such risk.
11. In addition, the Contractor is authorised to provide your name, address, IP address and other identification data to a third party that has complained that you have breached its rights or these General Terms and Conditions, provided that it is reasonably and sufficiently plausible that the complaint is accurate, that there is no other way in which these details could be obtained and that the third party has a clear interest in being provided with these data.

Article 6. Payment Conditions

1. All amounts quoted by the Contractor are exclusive of VAT.
2. The Contractor will send the Client an electronic invoice for the amount payable by the Client. The Client agrees to electronic invoicing.
3. The Contractor is permitted to invoice the Client in advance. The Contractor is also permitted to start the performance of its work only upon having received the amount payable (or an agreed part thereof). Failure to pay may affect the agreed term of delivery or other agreed periods, which will be at the Client's risk and expense.
4. The payment term for invoices sent by the Contractor is fourteen (14) calendar days from the invoice date.
5. If the Client fails to pay an invoice or fails to do so in full within the payment term, the Client will immediately be in default by operation of law upon expiry of the payment term, without any notice of default being required.
6. In the event of late payment, the Client will owe the statutory commercial interest on the outstanding amount from the first day after the end of the payment term, plus EUR 75 in administrative costs, without any further notice of default being required. In such a case, the Client will also be obliged to fully compensate all court and out-of-court collection and other costs, including but not limited to the costs of attorneys, bailiffs and collection agencies.
7. The claim for payment will be immediately due and payable in the event that the Client is declared bankrupt, has applied for a moratorium, dies or is wound up or dissolved or attachment is made on all of its assets.
8. If the Client cancels all or part of the Assignment after acceptance thereof, the Contractor will be entitled to charge the Client the full quoted amount.

Article 7. Validity Period and Termination of Certificate



1. The Certificate is valid for one (1) year after its issue by the Contractor. The Agreement and the Certificate will be renewed after one (1) year, provided that the Client still complies with the terms and conditions for Privacy Verified.
2. The Client may request a renewal of the Certificate, after which a Quotation will be issued for an annual evaluation or a new, comprehensive review.
3. In the event of revocation by the Contractor, the Client will not be entitled to a refund of the amount agreed for the Certificate.
4. Following termination or early termination by the Client, the Contractor will not be obliged to provide the Client or anyone else with any materials or draft or final recommendations produced up to that point.

Article 8. Publicity

1. The Contractor keeps a register of participants and may disclose this information. The Contractor may also publish information on the suspension and revocation of Certificates.
2. The Client grants the Contractor permission to use its name and logo in the context of promotional activities of the Contractor.
3. The Client is entitled to use the Privacy Verified Logo provided by the Contractor, which is part of the Certificate, in statements from the time when the Contractor has stated that the Client may use the Certificate. The Client may use the Privacy Verified Logo to make it known publicly that (with its product and/or process) the Organisation complies with the General Data Protection Regulation and the Dutch General Data Protection Regulation (Implementation) Act.
4. The Privacy Verified Logo may only be used in the version provided by the Contractor.
5. The Client forfeits its right to use the Privacy Verified Logo if the Certificate is not renewed or is suspended or revoked by the Contractor.
6. The Privacy Verified Logo may not be used to imply that the Certificate relates to activities that fall outside the scope of the Certification.
7. It is not permitted to use the Privacy Verified Logo in a way that diminishes public trust in the Contractor or harms the Contractor's image.
8. In the event of a breach of the provisions of this Article, the Client will owe the Contractor an immediately due and payable penalty in the amount of EUR 5,000 per breach and EUR 500 per day that the breach continues. This penalty is without prejudice to the Contractor's entitlement to claim compensation of any damage or losses.

Article 9. Confidentiality Obligations

1. The Parties will treat the information they provide each other before, during or after the performance of this Assignment as confidential if such information has been marked as confidential or if the recipient is aware or should reasonably assume that the information was intended to be confidential. The Client will in any event treat the contents of the Quotation as confidential.
2. If the Contractor must access confidential data in order to perform the Assignment, it will be the Client's responsibility to ensure that confidential data that the Contractor will not need are omitted or rendered illegible as much as possible when providing these data to the Contractor and to transfer the confidential data to the Contractor in a safe manner. This is without



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prejudice to the Contractor's obligation to treat confidential information provided to it as confidential and to secure it in an appropriate manner.

3. Any obligation to observe confidentiality will lapse when the information is available from public sources. Furthermore, a Party is entitled to make confidential information available to government agencies, accreditation institutions and regulatory authorities if this is made mandatory pursuant to an order or warrant by a competent authority. In that event, the Party will inform the other Party of this as soon as possible. This confidentiality obligation will remain in force after termination of the Agreement for any reason whatsoever and for as long as the Party providing the information can reasonably invoke the confidential nature of the information.

Article 10. Liability

1. The Contractor accepts statutory and contractual liability for compensation only in so far as stipulated in this Article.
2. The Contractor is only liable to the Client in the event of (a) an attributable failure in the performance of the Agreement, including an attributable failure in the performance of a guarantee obligation, in which case it will only be liable for alternative compensation, meaning compensation of the value of the agreed work that was not performed; or (b) an unlawful act attributable to the Contractor that causes individuals to suffer any damage or losses or physical injury.
3. The Contractor will under no circumstances be liable for any form of damage or losses, which includes not being liable for alternative compensation in any form, nor for compensation of any of the following: indirect damage or losses; consequential damage or losses; losses due to lost turnover or lost profit; losses due to delay; losses due to failure to meet deadlines as a result of changed circumstances; theft; loss of or damage to items during a company visit; or damage or losses due to information or recommendations provided by the Contractor that do not fall within the express scope of the Assignment.
4. The amount of any compensation owed that can be paid by the Contractor on the basis of the previous paragraphs is capped at the amount paid out by the Contractor's professional liability insurer for the incident in question plus the Contractor's deductible under this insurance. If the insurer does not pay out for an incident, the liability for the total damage and/or losses ensuing from or in connection with the agreed work will be limited to the amount paid by the Client to the Contractor for the work in relation to which the damage and/or losses occurred.
5. The Contractor can be held liable for an attributable failure in the performance of the Agreement only if the Client promptly gives the Contractor proper notice of default in writing, setting a reasonable period within which to remedy the failure, and the Contractor's attributable failure in the performance of its obligations continues 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.
6. Any limitation or exclusion of liability contained in this Agreement will not apply if and in so far as any damage or loss is the result of intent or deliberate recklessness on the part of the Contractor or its management.
7. The Client indemnifies the Contractor against all third-party claims related to the performance of the Agreement.
8. In the event of force majeure, which in any case is taken to include disruptions or outages of the Internet or the telecommunications infrastructure, power failures, domestic unrest, mobilisation, war, gridlocked traffic, strikes,

lockouts, business interruptions, illness of staff, delays in supplies, fires, floods and import and/or export impediments due to which the Contractor cannot reasonably be expected to perform the Assignment, the performance of the Assignment will be suspended or the Agreement will be terminated if the situation of force majeure has continued for more than ninety (90) days, without the Parties being mutually liable for any compensation.



Article 11. Amendments to these General Terms and Conditions

1. The Contractor reserves the right to amend or supplement these General Terms and Conditions, including the terms and conditions under which a Certificate may be obtained and retained.
2. Amendments also apply to Agreements already entered into, with due observance of a period of thirty (30) days after notification thereof to the Client, but only if the relevant Agreements govern services to be provided for a period of twelve (12) months or longer.
3. The Contractor will seriously consider any objections reported by the Client within this period and may withdraw or amend the relevant changes on the basis of these objections. If the Contractor ignores an objection, the Client will acquire the right to terminate the Agreement with effect from the end of this period.

Article 12. Applicable Law and Disputes

1. All legal relationships between the Contractor and the Client are governed by Dutch law.
2. Complaints with regard to the Certification
3. If disputes arise from this Agreement that cannot be settled amicably, they will be brought before the competent court in Amsterdam.

Article 13. Other Provisions

1. In derogation from Section 225(2) of Book 6 of the Dutch Civil Code, the Contractor will not be bound by changes to the Agreement made by the Client upon accepting the Agreement, not even if these changes only deviate from the agreement offered by the Contractor on minor points.
2. Where these General Terms and Conditions refer to 'written' and 'in writing', electronic communications such as email and fax may also be used, provided that the identity of the sender and the authenticity of the communication have been sufficiently established. The burden of proof with regard to the receipt of electronic communication rests at all times with the Client.
3. If any provision in the Agreement and/or General Terms and Conditions should prove to be void, this will not affect the validity of the Agreement and/or General Terms and Conditions as a whole. In such a situation, the Contractor and the Client will agree on one or more new provisions to replace any such provisions, which will reflect the purport of the original Agreement and/or General Terms and Conditions to the greatest extent possible under the law.
4. The Client must inform the Contractor of relevant changes in its data, such as changes in its address or billing details, changes in operations or new processes, as soon as possible, but in any event immediately upon the Contractor's request.



5. The records in the Contractor's systems will constitute conclusive evidence, subject to proof to the contrary to be provided by the Client.
6. Each Party is only authorised to transfer its rights and obligations under this Agreement to a third party with the prior written permission of the other Party. However, the Contractor may transfer its rights and obligations under the Agreement to a parent company, sister company or subsidiary without the Client's specific permission.

Article 14. Definitions

1. In these General Terms and Conditions, the following definitions, always written with an initial capital letter, used both in the singular and plural, have the following meanings:

- a. GDPR: the EU's General Data Protection Regulation;
- b. General Terms and Conditions: these general terms and conditions.
- c. Certificate: the Contractor's certificate, issued by the Contractor to the Organisation if, in the opinion of the Contractor's professionals, the Organisation sufficiently complies with privacy laws and regulations;
- d. Certification: the procedure followed before the Certificate is issued (if applicable), which involves completing an online questionnaire, checking existing privacy documentation and asking questions to the Client and its employees. The procedure is performed by a lawyer of the Contractor and assesses both the front end and back end of the Client's organisation, product and/or process. The procedure is repeated annually (on the instructions of the Client), and this check may produce new findings as a result of which the Client needs to make adjustments;
- e. Quotation: the quotation or offer drawn up by the Contractor, in which it states what the Assignment to be performed consists of, as well as what amount(s) is/are owed by the Client for this;
- f. Client: the Party with whom the Contractor enters into the Agreement;
- g. Contractor: Privacy Verified B.V., having its registered office at Jollemanhof 12 (1019 GW) in Amsterdam, listed in the Commercial Register of the Chamber of Commerce under number 72602562;
- h. Agreement: the contract for the provision of services in respect of the Assignment, as agreed between the Parties;
- i. Assignment: the services agreed by the Parties, including the Certification;
- j. Party: the Contractor or the Client;
- k. Parties: the Contractor and the Client;
- l. Portal: the online portal as offered by the Contractor, where the Client can generate privacy-related documents after logging in, can keep a data processing register and data breach register, where applicable, and can create and complete tasks and view the status of the Certification;
- m. Privacy Verified Logo: the image used by Privacy Verified B.V. as a logo in the market, in respect of which the Client can be granted a right of use to show that the Client has received the Certificate.