



# Lead Out

By Lead GoC

## General terms

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## **A. General**

The following terms are used in these general terms and conditions:

1. *Principal*: the natural person or legal entity which gave the Contractor instructions to perform Work, including companies and enterprises affiliated with the Principal for which the Contractor actually carries out work at the request of or in the interest of the Principal.
2. *Contractor*: the private limited company Lead Out Finance B.V. or Lead Out Tax B.V. or Lead Out Capital B.V. which concludes the Agreement and uses these general terms and conditions. All Agreements are concluded with the Contractor and will be performed exclusively by the Contractor. This also applies if it is the Principal's explicit or tacit intention that the Work be performed by a specific person or persons. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
3. *Work*: all work for which instructions have been given or which is carried out by the Contractor on any other basis. The provision in the previous sentence applies in the broadest sense and, in any case, includes the activities stated in the confirmation of the instructions.
4. *Documents*: all goods made available by the Client to the Contractor, including documents or data media, as well as all goods, including documents or data media, produced by the Contractor in the execution of the instructions.
5. *Agreement/Instructions*: every agreement between the Principal and the Contractor to perform Work by the Contractor for the Principal in conformance with the stipulations specified in the confirmation of the instructions.

## **B. Applicability**

1. These general terms and conditions apply to all offers, quotations, instructions, legal relationships and agreements, howsoever described, in which the Contractor undertakes or will undertake to perform Work for the Principal, as well as to all Work of whatever nature resulting from the same for the Contractor.
2. These general terms and conditions may be invoked by the Contractor and by any party engaged for the execution of any instructions given by the Principal, whether as an affiliate of the Contractor or as a third party.
3. Departures from and additions to these general terms and conditions are only valid if these have been agreed upon explicitly and in writing, for example in a (written) agreement or (a further) confirmation of the instructions.
4. In the event of a conflict between these general terms and conditions and the terms in the confirmation of the instructions, the latter shall take precedence.
5. The Contractor explicitly rejects any applicability of the Principal's general terms and conditions.
6. The Principal with whom an Agreement is once concluded under these general terms and conditions accepts the applicability of these general terms and conditions to all later quotations of the Contractor and Agreements between the Principal and Contractor.
7. Should one or more provisions from these general terms and conditions be invalid or be nullified, the other provisions of these general terms and conditions remain fully applicable.

Should any of these general terms and conditions or the Agreement not be legally valid, parties shall negotiate the content of a new provision, which shall come as close as possible to the original provision.

8. If this Agreement is concluded electronically at a distance, the text of these general terms and conditions can be made available by electronic means.
9. The Contractor is entitled to amend or supplement the general terms and conditions. Amendments that are of minor importance in the context of fulfilling the Agreement may be made at any time.

### **C. Commencement and duration of the Agreement**

1. The Agreement becomes effective once the Client has confirmed the Instructions or when a beginning is made with the actual execution of the Instructions. The confirmation of the Instructions will be based on the information the Principal provides to the Contractor at that time. The confirmation shall be deemed to accurately and fully represent the Agreement.
2. The parties are free to prove the establishment of the Agreement by other means.
3. Each Agreement is entered into for an indefinite period of time, unless the nature, contents or purpose of the instructions given show that the Agreement was entered into for a fixed period of time.

### **D. Information of the Principal**

1. The Principal is required to make all information and Documents which the Contractor believes are necessary to correctly fulfil the Agreement available to the Contractor in time, in the requested form and in the desired manner. This should also be understood to mean the documents that the Contractor says he needs for the purposes of determining the identity of the Principal. The Principal must provide the required information to determine his identity to the Contractor prior to the fulfilment of the Agreement.
2. The Contractor is entitled to suspend the fulfilment of the Agreement until the Principal has complied with the obligation mentioned in the previous paragraph.
3. The Principal is required to notify the Contractor at once regarding facts and circumstances which may be relevant in connection with the fulfilment of the Agreement.
4. The Principal guarantees that the information and documents which are made available to the Contractor by or on behalf of the Principal are correct, complete and reliable, even if the information and documents originate from third parties, and that they are made available in accordance with the law. The Principal declares to comply with laws and regulations, including laws and regulations governing the processing of personal data. The Principal is not liable for the provision of information to the Contractor or for any damage that is the result of that information being incorrect and/or not complete. The Contractor is entitled to destroy any information or Documents received from or on behalf of the Principal if the substance of that information or of those Documents is contrary to any law, regulation or social standard, and to do so without informing the Principal.

5. The extra costs resulting from delays in the fulfilment of the Agreement and the extra fee resulting from any failure to make the desired information available or to do so in time or properly will be borne by the Principal.
6. If and to the extent that the Principal so requests, the documents made available will be returned to the Principal, subject to the stipulations under O. The Principal bears the costs for returning these documents.
7. Both parties are deemed to be data controllers within the meaning of the applicable privacy regulations with regard to the personal data they process and exchange in the context of the Agreement. If and insofar as the Documents made available by the Principal to the Contractor consist (entirely or in part) of personal data, the Contractor shall be regarded as the controller of all processing of that personal data from the moment the personal data is obtained until it is made available to the Principal. The Principal shall be regarded as the controller of all processing of such personal data from the moment the personal data is obtained until it is made available to the Contractor.
8. As data controllers, the parties shall process personal data with due care and in accordance with the privacy regulations and any special legislation applicable in the Netherlands.
9. The Contractor shall not disclose personal data to third parties in any way or under any circumstances, unless such disclosure is necessary in the context of fulfilling the Agreement or if the Contractor is legally obliged to do so. The Parties shall ensure that they provide the other Party only with such personal data as they may receive pursuant to the applicable legislation.
10. In accordance with the applicable privacy regulations, the parties shall take technical and organizational measures and, if necessary, adapt them to ensure that the personal data are protected in a risk-appropriate manner. In doing so, the parties shall take into account the state of the art, the implementation costs, as well as the nature, scope and context of the personal data and the risks to the data subjects concerned.
11. In the event of a security incident involving the loss of personal data processed in the context of the Agreement or to which one (or more) unauthorized person(s) managed to gain access, the parties shall notify each other and consult with each other about how to deal with the incident as soon as possible after discovery of the incident. The parties will determine their approach in compliance with the regulations on security incidents as applicable at that time and the obligation to report data breaches.
12. The Principal will inform the data subjects about the Contractor's processing of their personal data in the context of fulfilling the Agreement and in any case in accordance with Articles 13 and 14 of the General Data Protection Act (GDPR).

13. Each of the parties will individually handle requests or objections from data subjects in accordance with the applicable privacy regulations, unless the request relates to the processing of personal data in connection with personnel-related activities (including the provision of services for the processing of wages), in which case, the Principal shall handle the request. In the event that the request or objection relates to the personal data processed by the Contractor, the parties will consult with each other on how to respond to such a request or objection.
14. In the context of fulfilling the Agreement, the parties will, where appropriate, immediately inform each other about any investigation being conducted by a supervisory authority or any other reason that may give a supervisory authority cause to impose a fine or an order subject to a penalty on them with regard to the processing of personal data.
15. In the event of changes in the processing of personal data, privacy regulations or other relevant circumstances affecting the processing of personal data, the parties will consult with each other as to whether any amendments need to be made to the agreements on the processing of personal data.
16. The Contractor has posted a privacy statement on its website stating which personal data are processed for what purpose.

#### **E. Fulfilment of the Agreement**

1. The Contractor determines the manner in which and by what person(s) the Agreement will be fulfilled. If possible, the Contractor will take any directions from the Principal regarding the fulfilment of the Agreement into account, provided these instructions are sound and are given in a timely fashion.
2. The Contractor will perform the Work to the best of his ability and in a manner to be expected of a careful professional. However, the Contractor cannot guarantee that any envisaged result will be realized.
3. The Contractor is entitled to have a person or third party to be designated by the Contractor perform specific Work without notification to and explicit consent from the Principal, if such is considered desirable by the Contractor. In this context, the Contractor is also entitled to pass on to the third party any information and personal data relevant to the Work provided by the Principal. The third party engaged by the Contractor shall be considered a processor/subprocessor within the meaning of the applicable privacy regulations. The Contractor guarantees that the Contractor's obligations under the Agreement will also be complied with by this third party. The costs of engaging this designated person or third party will be charged on to the Principal.
4. The Contractor will fulfil the Agreement in accordance with the rules of conduct and the professional rules that apply to him, which are part of the Agreement, and in accordance with the statutory requirements. Upon request, a copy of the rules of conduct and the professional rules applying to the Contractor will be sent to the Principal. The Principal will respect the Contractor's obligations and the obligations for parties working at or for the Contractor, respectively, that arise from these rules of conduct and professional rules and from the law.

5. In the event that Work is performed for the professional practice or business of the Principal during the duration of the Agreement which is not covered by the Work to which the Agreement relates, this Work will be deemed to have been performed on the basis of separate Agreements.
6. Any terms specified in the Agreement for performing the Work will be approximate terms rather than deadlines. Thus, in the event that such a term is exceeded this does not constitute a culpable failure on the part of the Contractor; consequently this is not a ground for dissolving the Agreement. Terms set for completing the Work can only be considered as deadlines if the Principal and the Contractor have explicitly agreed on this in so many words.
7. Unless stipulated otherwise in writing, the fulfilment of the Agreement is not specifically aimed at detecting fraud. In the event that the work results in indications of fraud, the Contractor will report this to the Principal. In so doing, the Contractor is required to observe applicable statutory and other rules as well as the regulations and guidelines issued by the various professional organizations.

**F. Confidentiality and exclusivity**

1. The Contractor undertakes to maintain confidentiality towards third parties who are not involved in the fulfilment of the Agreement. This confidentiality involves all confidential information which the Principal made available to the Contractor, including all personal data, and the results obtained by processing this information. This confidentiality does not apply to the extent that statutory or professional rules, including but not limited to the notification duty resulting from the Dutch Money Laundering and Terrorist Financing (Prevention) Act and other national or international rules with a similar purpose, impose a duty of disclosure on the Contractor, or in as far as the Principal has released the Contractor from the confidentiality obligation. This stipulation does not prevent confidential consultations between colleagues within the Contractor's organization to the extent that the Contractor deems this necessary for careful fulfilment of the Agreement or the due observance of statutory or professional rules.
2. The Contractor is entitled to use the figures obtained after processing for statistical or comparative purposes, provided these figures cannot be traced back to individual Principals.
3. The Contractor is not entitled to use the information which the Principal makes available to the Contractor for any purpose other than the purpose for which the information was obtained, except as stipulated in paragraph 2, and in the event that the Contractor is acting on his own behalf in disciplinary, civil, administrative or criminal proceedings in which these documents may be relevant. In the event that the Contractor is accused of an offence or felony (or complicity therein), the Contractor is entitled to disclose Documents from the Principal to the tax authorities or before a court of law, if such disclosure is required in the context of conducting the Contractor's defense.

4. Except with the Contractor's explicit prior written consent, the Principal is not permitted to disclose the contents of recommendations, opinions or other (written) statements from the Contractor or to make these contents available to third parties in any other way, except to the extent that this results directly from the Agreement, is done to obtain an expert opinion regarding the Contractor's Work in question, the Principal is under a statutory or professional duty of disclosure, or the Principal acts on his own behalf in disciplinary, civil or criminal proceedings.
5. In the event of infringement of the prohibition set out in the previous paragraph the Principal shall owe to the Contractor an immediately due and payable penalty of € 25,000,00 which is not subject to judicial mitigation, notwithstanding the right of the Contractor to seek compensation.

#### **G. Intellectual property**

1. The Contractor reserves all rights with regard to products of the mind which the Contractor uses or has used in fulfilling the Agreement with the Client, insofar as any legal rights may exist or be vested in said products.
2. The Principal is explicitly prohibited from providing those products, including but not limited to computer programs, system designs, work methods, advice, contracts and other products of the mind, all this in the broadest sense – whether or not by using third parties – to third parties, or to reproduce, publish or exploit those products, except where this has been agreed or where it follows from the nature of the Agreement that this is permitted.
3. Contractor may provide to Principal a right of use on software etc. This right of use always ends at the time when the Agreements ends, unless otherwise agreed. After the end of the right of use Principal must cease and desist from using the software etc. Principal must delete any software from his systems.
4. Contractor is entitled to take technical measures to protect its rights (of intellectual property) or those of its licensors. Principal is prohibited from removing or evading these measures.
5. The Principal is not permitted to provide these products or related auxiliary materials to third parties other than for the purpose of obtaining an expert opinion regarding the Contractor's Work. In that case, the Principal will impose his obligations under this article upon the third parties he calls in.
6. In the event of infringement of the prohibitions set out in paragraphs 2, 3, 4 and/or 5, the Principal shall owe to the Contractor an immediately payable penalty of € 25,000,00 which is not subject to judicial mitigation, notwithstanding the right of the Contractor to seek compensation.

#### **H. Force majeure**

1. In the event that the Contractor is unable to fulfil his obligations under the Agreement or is unable to fulfil these obligations in time or properly as a result of a cause that cannot be attributed to him, including but not limited to employee sickness, breakdowns in the computer network and other interruptions of the normal conduct of business within his enterprise, these obligations will be suspended until the time the Contractor can still fulfil these obligations in the manner agreed upon.



2. In the event that the situation referred to in the first paragraph occurs, the Principal is entitled to cancel all or part of the Agreement in writing, without this giving rise to any right to damages.
3. Where at the time of the occurrence of force majeure the Contractor has by then partially fulfilled his obligations under the Agreement or will be able to fulfil them, the Contractor shall be entitled to charge separately for the part already fulfilled or to be fulfilled. The Principal is obliged to pay this invoice as if it were a separate Agreement.

#### **I. Fee**

1. The Contractor is entitled to suspend the performance of his Work before the start of the Work and in the interim until the Principal pays an advance for the work to be performed, to be reasonably fixed by the Contractor, or has furnished security for this. In principle, any advance paid by the Principal will be offset against the final invoice.
2. The Contractor's fee does not depend on the outcome of the Work performed.
3. The Contractor's fee may comprise a pre-determined amount per Agreement and/or may be calculated based on rates per time unit worked by the Contractor and is payable as and when the Contractor has performed Work for the Principal.
4. In the event that an amount fixed per Agreement is agreed upon, the Contractor is entitled to charge a rate per time unit worked on top of this, if and to the extent that the scope of the Work exceeds the scope of the Work provided for in the Agreement, in which case the Principal must also pay this additional amount.
5. In the event that wages and/or prices change after the establishment of the Agreement but before the instructions have been fully carried out, the Contractor is entitled to adjust the rate agreed on accordingly, unless the Principal and the Contractor have made other agreements in this regard.
6. The Contractor's fee, if necessary plus disbursements and invoices from third parties called in, including the value added tax due, if any, will be charged to the Principal, or to one or more affiliated companies or enterprises deemed appropriate by the Contractor, on a monthly, quarterly or annual basis or after completion of the Work.

#### **J. Payment**

1. The Principal must pay the invoice amount within the terms agreed upon, but in no event later than 30 days after the invoice date, in Euros, at the office of the Contractor or by means of payments into a bank account to be designated by the Contractor and in as far as the payment regards work, the Principal has no right to a discount or setoff. The Contractor is free, at any time, to use other (shorter) payment terms, or to shorten the payment term of an invoice that has already been sent.
2. In the event that the Principal fails to pay within the term mentioned in paragraph 1 or within the term further agreed upon, the Principal will be legally in default and the Contractor is entitled to charge the statutory (commercial) interest from the due date until the day of payment in full, without any further summons or notice of default being required, all this without prejudice to the Contractor's further rights.

3. All costs arising as a result of collection of the claim in or out of court will be borne by the Principal, including to the extent that these costs exceed the court order to pay the costs of the proceedings. This involves as a minimum the costs over and above the principal sum in accordance with the Extrajudicial Collection Costs Decree of 1 July 2012 (Bulletin of Acts and Decrees 2012/141), with a minimum of € 375,00.
4. The Contractor is entitled to deduct the payments made by the Principal in the first place from the costs referred to in paragraph 3, then from the interest due, and finally from the principal sums that have been payable the longest and the accrued interest.
5. In the event that the Contractor is of the opinion that the Principal's financial position or payment record gives rise to this, the Contractor is entitled to demand that the Principal furnish security (or additional security) in a form to be specified by the Contractor. In the event that the Principal fails to furnish the requested security, the Contractor is entitled - without prejudice to any other rights he may have - to immediately suspend the further fulfilment of the Agreement, and everything that the Principal owes the Contractor on any account whatsoever will be due and payable at once.
6. In the event of liquidation, bankruptcy (or a petition for bankruptcy), application of the statutory debt rescheduling scheme, cessation of business activities, suspension of payments, or the death of the Principal, the claims against the Client shall become immediately due and payable.
7. In the event of instructions issued jointly, the Principals are jointly and severally liable for the payment of the invoice amount, to the extent that the Work has been performed for the collective Principals. If there is only one Principal, and the Contractor performs Work for other companies or enterprises at the request of the Principal, then all companies and enterprises belonging to the Principal's group will be jointly and severally liable for payment of the invoice amount.

## **K. Complaints**

1. Complaints regarding the work performed and/or the invoice amount must be notified to the Contractor in writing within 30 days after the documents or information about which the Principal complains have been sent or within 30 days after the defect is discovered, provided that the Client can demonstrate that he could not be reasonably expected to have discovered the defect earlier, specifying the exact nature and grounds for the complaints.
2. Complaints as referred to in the first paragraph do not suspend the Principal's payment obligation, except to the extent that the Contractor indicates that he believes the complaint is valid.
3. The Contractor must be given the opportunity to investigate the Principal's complaint.
4. In the event of a valid complaint, the Contractor can either adjust the fee charged, rectify or redo the rejected Work at no cost or not (or no longer) perform all or part of the instructions in exchange for restitution in proportion to the fee already paid by the Principal.
5. In the event that the complaint is filed too late, all rights of the Principal in connection with the complaint become null and void.

## **L. Liability and indemnification**

1. The Contractor is only liable to the Principal for damage which directly results from a culpable failure or a related series of culpable failures in fulfilling the Agreement. This liability is limited to the amount paid for the event in question according to the Contractor's liability insurer, plus the excess to be paid by the Contractor under the insurance policy, if any. If the liability insurer does not pay for any reason whatsoever, the Contractor's liability is limited to the amount of the fee charged for fulfilling the Agreement. In the event that the Agreement is a continuing performance contract with a term of more than one year, the amount mentioned in the previous sentence will be set at one time the amount of the fee charged to the Principal in the twelve months preceding the occurrence of the damage. In no event will the total compensation of the damage by virtue of this Article amount to more than € 5,000,00 per event, in which a series of related events is deemed to be a single event, unless – in view of the scope of the instructions or the risks related to the instructions – the parties at the time the Agreement is entered into feel that there is reason to deviate from this.
2. The Contractor is not liable for:
  - damage occurring at the Principal or third parties which is the result of the provision of incorrect, incomplete or late delivery of Documents, data or information by the Principal to the Contractor or which is the result of some other act or omission on the part of the Principal, including the situation where the Contractor is not able to file the financial statements with the Chamber of Commerce within the statutory period as a result of an act or omission on the part of the Principal;
  - damage occurring at the Principal or third parties which is the result of acts or omissions on the part of agents called in by the Contractor (not including employees of the Contractor), also if these work for an organization which is affiliated with the Contractor;
  - consequential damage or loss of profits occurring at the Principal, including but not limited to interruptions in the orderly conduct of events in the Principal's business;
  - an administrative fine imposed on the Principal by the supervisory authority, unless the damage is the result of intent or gross negligence on the part of the Contractor;
  - claims of the parties involved against the Contractor, unless the damage is the result of intent or gross negligence on the part of the Contractor.
3. The condition for liability is also that the Principal notifies the Contractor immediately and in writing after discovering a defect. The Contractor will at all times be entitled to remedy or limit the Principal's damage by rectifying or correcting the defective product if and to the extent possible.
4. The Contractor is not liable for any damage to or the loss of documents during transport or dispatch, regardless of whether the transport or dispatch takes place by or on behalf of the Principal, the Contractor or third parties. During the fulfilment of the Instructions, the Principal and the Contractor may communicate by electronic means at the Principal's request.

The Principal and the Contractor are not liable towards each other for damage possibly occurring for either of them as a result of the use of electronic means of communication, including – but not limited to – damage resulting from failures or delays in the delivery of electronic communication by third parties or by software/equipment used to send, receive or process electronic communications, the transmission of viruses and the failure of the telecommunication network or other means required for electronic communication to function (properly), except to the extent that the damage is the result of willful misconduct or gross negligence. Both the Principal and the Contractor will do everything they reasonably may be expected to do or refrain from doing to prevent the risks mentioned above from occurring. The data extracts from the sender's computer systems serve as conclusive proof of (the contents of) the electronic communication sent by the sender until the recipient has furnished proof to the contrary.

5. The Principal indemnifies the Contractor against all claims from third parties, including shareholders, directors, supervisory directors and employees of the Principal, as well as affiliated legal entities and enterprises and others involved in the Principal's organization and directly or indirectly related to the fulfilment of the Agreement. The Principal specifically indemnifies the Contractor against claims from third parties on account of damage caused because the Principal provided incorrect or incomplete information to the Contractor, unless the Principal can demonstrate that the damage is not related to any culpable act or omission on his part or has been caused by willful misconduct or gross negligence on the part of the Contractor.
6. The Principal indemnifies the Contractor against all possible claims from third parties in the event that the Contractor is forced by law and/or his professional rules to return the instructions and/or is forced to render his assistance to government agencies which are entitled to obtain requested and/or unrequested information that the Contractor received from the Principal or third parties in the course of fulfilling the instructions.
7. All restrictions relating to the Contractor's liability, included in this article, apply in full for the actual executive(s) performing Work for the Principal. Actual executives may also invoke these provisions against the Principal.

#### **M. Expiry period**

Unless otherwise stipulated in these general terms and conditions, rights of action and other powers held by the Principal for whatever reason vis-à-vis the Contractor in connection with the performance of Work by the Contractor will in any case become null and void one year after the time at which the Principal learned or reasonably could have learned of the existence of these rights and powers. This term does not regard the possibility to file a complaint with the appropriate body/bodies for complaint handling.

#### **N. Cancellation**

1. The Principal and the Contractor can terminate the Agreement at any time with immediate effect by giving notice. In the event that the Agreement ends before the instructions are completed, the provisions set out under I paragraphs 2 and 3 apply and in any case the fee for the work performed and the costs incurred by Contractor must be reimbursed.

2. The other party must be informed of the cancellation in writing.
3. If and to the extent that the Contractor terminates the Agreement by giving notice, he must inform the Principal of his reasons for the cancellation and do everything the circumstances demand in the interest of the Principal.

**O. Right of suspension**

The Contractor is entitled to suspend fulfilment of all his obligations, including the surrender of documents or other matters to the Principal or third parties, until all payable claims against the Principal are paid in full. The Contractor may only refuse to surrender Documents after making a careful consideration of interests.

**P. Applicable law and jurisdiction**

1. All Agreements between the Principal and the Contractor to which these general terms and conditions apply are governed exclusively by Dutch law.
2. All disputes in connection with Agreements between the Principal and the Contractor to which these general terms and conditions apply will be settled by the competent court in the district where the Contractor is domiciled.
3. Contrary to the stipulation in paragraph 2, the Principal and the Contractor may opt for another dispute resolution manner.

**Q. Electronic communication**

1. The Contractor will use electronic means of communication. The Principal agrees to the Contractor's use of an electronic signature as referred to in Article 3:15a of the Dutch Civil Code. During the execution of the Instructions, the Principal and Contractor may communicate with one another by electronic means and/or use electronic storage (such as cloud applications). Except where otherwise agreed in writing, the parties may assume that the sending of correctly addressed fax messages, e-mails (including e-mails that are sent via the Internet) and voicemail messages irrespective of whether these contain confidential information or documents that relate to the Instructions, are mutually accepted. The same applies to other means of communication used or accepted by the other party.
2. Principal and Contractor are not liable to one another for damage that may arise for one or each of them as a result of the use of electronic means of communication, networks, applications, electronic storage, or other systems including – but not limited to – damage resulting from the non-delivery or late delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication by third parties or by software/hardware used for sending, receipt or processing of electronic communication, transmission of viruses and the non-or incorrect functioning of the telecommunications network or other means required for electronic communication, except where the damage is the result of intent or gross negligence. The above also applies for the use that Contractor makes of this in its contact with third parties.
3. Both Principal and Contractor shall do or desist from everything that may reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.

4. The data extracts from the computer systems of sender provide compelling proof of (the content of) electronic communication sent by sender until such time as the recipient provides evidence to the contrary.
5. The provisions of Article L apply accordingly.

**R. Other provisions**

1. If the Contractor performs work on the Principal's site, the Principal will provide a suitable work station that complies with the statutory health and safety requirements and other applicable regulations relating to working conditions. Principal shall ensure that Contractor is in that case provided with office space and other facilities that in the opinion of Contractor are necessary or useful for fulfilling the Agreement and which meet the (statutory) requirements laid down for this. With regard to (computer) facilities made available, the Principal is obliged to ensure continuity by means of adequate back-up, security and virus control procedures.
2. During the term of the Agreement or any extension thereof and for 12 months thereafter, the Principal shall not recruit or approach any employees of the Contractor who are involved in the execution of the Work to be employed by the Principal, whether or not temporarily, directly or indirectly, or to perform work, whether or not on an employment basis, directly or indirectly for the Principal.

**S. Processor agreement module**

In this Processor Agreement Module, the following definitions shall apply: Data Subject, Processor, Controller, Processing, Personal Data, Personal Data Breach (hereinafter referred to as: "Breach"), the meaning given to it in Article 4 of the General Data Protection Regulation and any Dutch implementing legislation (hereinafter referred to as: "GDPR"). This processor agreement module at all times forms part of the Agreement between Supplier and Client. In the Agreement, the Client is referred to as (joint) Controller and the Supplier as Processor or (joint) Controller. Personal Data will necessarily be processed in the course of the work resulting from the Agreement.

1. **Supplier (Processor) processes Personal Data for Client (Controller)**
  1. *Purpose of Processing Personal Data*
    - a. Under the Agreement, Personal Data is processed by the Processor for the benefit of the Controller. Personal Data shall only be processed by the Processor upon the written request of the Controller. Processing of Personal Data shall be done in accordance with the processing purposes and with the means as determined by or in cooperation with the Controller, unless the Processor is required to do otherwise under applicable laws and regulations.  
The Controller guarantees the accuracy, completeness and lawfulness of Personal Data, its acquisition and processing, and its monitoring.
    - b. *Obligations of Processor*
  2. Processor shall act in accordance with the conditions imposed on its role under the GDPR.

3. *Transfer and Processing of Personal Data.*  
Personal Data is processed by Processor in countries within the European Economic Area. If there is a transfer of Personal Data in accordance with Chapter 5 of the GDPR, an adequate level of protection will be taken into account.
4. *Use of Subprocessors*
  - a. Processor is permitted to use a Subprocessor for the Processing of Personal Data, subject to the prior consent of Controller. Such consent by the Controller shall be deemed given if no essential changes occur in the approach to and safeguards for the Processing of Personal Data. This is the case, among other things, if Subprocessors were already being used when the Agreement was entered into.
  - b. If there is an essential change as aforementioned, the Controller shall inform the Processor accordingly.
  - c. The Controller may object to the use of a Subprocessor within 7 days of notification referred to in subsection b of this Article 4.
  - d. The agreement with a Subprocessor is subject to Article 28 (4) GDPR.
5. *Security*
  - a. Processor shall take measures to ensure the security level for the Processing of Personal Data at its discretion and in accordance with Article 32 GDPR, taking into account processing risk. This applies without prejudice to the obligations of the Controller under Articles 32 to 36 GDPR.
  - b. In the event of a change in risks or risk class, the Controller shall notify the Processor immediately in writing.
6. *Register of processing activities*  
The Processor shall keep a register of processing activities in accordance with Article 30 (2) GDPR.
7. *Audit*
  - a. If desired, Processor shall give Controller, once a year, the opportunity to conduct or have conducted an audit with respect to Processor's compliance with its obligations under this Processor Agreement Module and/or Article 28 GDPR (hereinafter referred to as: "Audit"). The costs of the Audit shall be borne by the Controller, unless the Audit reveals that the Processor has imputably failed to comply with its obligations under this Processor Agreement Module.
  - b. The Audit by the Processor shall take place at a place and time agreed upon by Processor and Controller. The premise is that the Processor should be inconvenienced as little as possible in the process. The Controller may be assisted in its Audit by a certified auditor, in which context confidentiality is required.
  - c. The results of the Audit are set out in an Audit Report. The Processor will receive a copy of the Audit Report. The Audit Report is strictly confidential and may be disclosed only with the express written consent of Processor.
  - d. Processor and Controller may consult as a result of the Audit as to whether changes should be made in the Processing of Personal Data to comply with mandatory laws and regulations. These consultations will help determine for whose account the changes will be made. If the Processor is culpably in breach of its obligations under this Processor Agreement Module, the changes shall be at the expense of Processor.

8. *Duty to Report Personal Data Breaches*

- a. If it is determined by the Processor that a Breach has occurred or is occurring at the Processor or a Subprocessor, the Controller shall be notified to this effect within 48 hours. Such notice shall also specify (1) the nature of the Breach (as appropriate indicating categories of and number of Data Subjects), (2) the likely consequences of the Breach, and (3) the measures that Controller or third parties may take to mitigate or end the future adverse effects of the Breach.
- b. Breaches must be made to the Processor's general contact person (ACP) under the Agreement, and also to the Processor's compliance officer.

9. *Provision of assistance by Processor to Controller.*

Processor shall, where reasonably possible, provide assistance to the Controller under the terms of the GDPR in connection with:

- a. The exercise of a Data Subject's rights pursuant to Chapter 3 GDPR; and/or
- b. fulfilling the obligations of the Controller under Articles 32 to 36 GDPR. If, in the opinion of Processor, the costs and/or labor intensity for the GDPR assistance referred to in paragraph a of this article are disproportionate, the costs shall be borne by Controller.

*Secrecy*

- a. The Processor is obliged under this Processing Agreement Module to keep personal data confidential with respect to third parties, unless disclosure of such data is required by applicable laws and regulations, rules of conduct and professional rules or a court order, or that such disclosure arises under the Agreement.
- b. The Processor shall impose the obligation on its employees and any Subprocessors to maintain confidentiality in accordance with Article 10(a) as aforesaid.

11. *Duration and termination*

This Processor Agreement Module shall apply even after termination of the Agreement, if and for as long as the Controller provides Personal Data. Articles 10 through 13 of this Processing Agreement Module shall remain in full force and effect after termination of the Agreement. Upon termination of this Agreement, Processor may, at the Controller's discretion, (1) copy, (2) delete, (3) return (with or without a backup file) the Personal Data and files received. If the Processor is required by law to retain or store the Personal Data and files received, the aforementioned shall not apply for a specific period of time.

12. *Liability*

- a. The liability arrangements agreed between the parties in the Agreement and/or the General Terms and Conditions do not apply to this Processing Agreement Module.
- b. The Supplier shall be liable to the Client only for damages that are the direct result of attributable failure(s), or an interconnected series of attributable failure(s), in the performance of the Processing Agreement Module. Any liability of the Processor for any consequential damages, including (but not limited to) lost profits, lost income and reputational damage is excluded at all times. Liability under the Processing Agreement Module is limited to the amount paid out by the Supplier's liability insurer for the case in question, plus any excess to be borne by the Supplier under the insurance policy. In addition, the Processor's liability is limited to twice the amount of the fees invoiced by the Processor during the last calendar year under the Agreement. In no event shall the total compensation for damages under this Article exceed € 5,000,00 except in cases of (1) intent or gross negligence on the part of the Processor, (2) a proven violation by the Controller of any obligation specifically directed at Processor under the GDPR and (3) a violation by the Processor of the Controller's lawful instruction to act.



- c. If a third party (including: a Data Subject) submits a damage claim or other claim against the Controller with respect to the processing of Personal Data under this Processor Agreement Module (hereinafter referred to as: "Third Party Claim"), the Controller shall promptly notify the Processor to this effect and provide full details of the facts and documents known to it.
- d. When defending a Third Party Claim, the Controller must always consider the reasonable and legitimate interests of the Processor and inform and consult the Processor on the strategy to be followed in any (procedural) action. The Controller may only agree to an arrangement, settlement, judgment or other action with respect to a Third Party Claim with the prior written consent of the Processor. The Processor shall not deny such consent on unreasonable grounds.
- e. If a third party (including: a Data Subject) makes a damage claim or other claim against the Controller in relation to the processing of Personal Data under this Processor Agreement Module, the Controller shall, if requested, provide the data essential for the Processing or otherwise to enable Processor to adequately defend itself against damage claims or other claims from Data Subjects and/or third parties.

13. *Other provision(s)*

This Processing Agreement Module will be updated if legislation regarding the protection of Personal Data changes. This Processing Agreement Module takes precedence over other agreements entered into between the parties.

**II. Supplier (joint Controller) processes Personal Data for Client (Controller)**

- a. If the Supplier and the Client are considered joint Controllers of Personal Data necessary for the proper performance of the Agreement by the Supplier, the co-responsibility of the Supplier is limited to the Personal Data it processes under the Agreement. The Client is joint Controller for the Processing of Personal Data of Data Subject(s) and has a direct relationship with Data Subject. As a result, all communications with Data Subject(s) must be made exclusively through the Client. Before the Client communicates with Data Subject(s), a prior consultation shall take place between the Client and the Supplier.

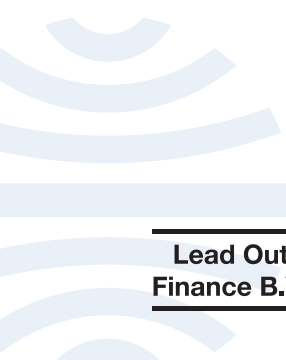
The joint Controllers shall comply with the conditions set in the GDPR for the Processing of Personal Data. Articles 30 and 32 to 36 of the GDPR shall apply to the Supplier with respect to the Processing of Personal Data for the performance of the Agreement. The joint Controllers shall provide mutual support within the framework of Data Subject's rights (Chapter 3 GDPR) and Articles 32 to 36 of the GDPR. However, Supplier's support is limited to what is appropriate and necessary in the context of the Agreement and its performance. The provisions of Part A of the Processing Agreement Module shall apply mutatis mutandis between joint Controllers, except that:

- breaches will be notified to the joint Controllers, who will then jointly assess whether a Breach must be reported to the Personal Data Authority under the GDPR and if so, whether the Supplier or the Client will make the notification in accordance with Article 33 of the GDPR;
- Client is a joint Controller for the Processing of Personal Data and has a management relationship with Data Subject(s), as a result of which all communications with Data Subject(s) must be made exclusively through Client;
- in Article 10, "Processor" should be understood to mean "joint Controller";
- in Article 12 a, b and c, "Processor" should be understood to mean "Supplier" and "Controller" should be understood to mean "Client";
- in Article 12(c), "Processing Agreement Module" should be understood to mean "Agreement";
- in Article 12(d) and (e), "Processor" should be understood to mean "joint Processor"; and
- In Article 13, "Processing Agreement Module" should be understood to mean "Agreement".

1st of January 2025

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These general terms and conditions have been filed with the Chamber of Commerce.



**Lead Out  
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