

TERMS & CONDITIONS

Artikel 1. DEFINITIONS

In these terms and conditions, a number of concepts are used, in singular or plural form, which capitalize and which have the meaning of the words as in this article are obliquely printed and defined.

- 1.1. **Agreement:** the Agreement for a Subscription.
- 1.2. **BONC:** The private limited liability company under Dutch law "BONC B.V.", registered with the Chamber of Commerce under Number 71157581, its successor in law, or any other affiliated company that uses general other party in the customer's agreement.
- 1.3. **Content:** the content that customer or users can make using BONC, which content can be placed on the customer's behalf on the social media channels that BONC supports, or by customer or its users, after completion by the customer or its users. Can be sent, for example via e-mail.
- 1.4. **Customer:** the other party of BONC in the agreement.
- 1.5. **Defect:** the functionality, or parts thereof, (suddenly) does not work properly.
- 1.6. **Functionality:** The usage features and capabilities of the Web app and the mobile app
- 1.7. **Incident:** A malfunction in the Functionality by which the Customer is not able to make use of the service.
- 1.8. **Mobile app:** The Mobile app that can be downloaded by User in the Appstore (in case of Apple) or in Google Play (in case of Android) that allows users to use the mobile Functionality.
Processing agreement: the Processing agreement as set out in the annex to these general Terms and Conditions.
- 1.9. **Subscription:** a free or paid Subscription, consisting of: providing and keeping the Web app remotely via the Internet by BONC, providing and keeping the app, including Support for the functionality .
- 1.10. **Support:** during working hours by BONC, by e-mail and/or by means of a website or helpdesk, providing information and advice on the use of the Functionality, as well as providing assistance in identifying causes, including Defects, which hinder the unhindered use of the Functionality and the solution to these problems.
- 1.11. **Terms and Conditions:** these terms and conditions
- 1.12. **User:** A person attributable to the Customer who makes use of the functionality, for example an employee, hired force or an employee of a hired (advertising) agency.
- 1.13. **Web App:** The online environment (URL) where a Customer can use the Functionality of its users.

Artikel 2. APPLICABILITY OF AGREEMENT

- 2.1. These general Terms and Conditions apply to all agreements with BONC, in which these General Terms and Conditions are applicable to the Agreement.
- 2.2. The applicability of general or specific (purchasing) conditions of the Customer is hereby expressly rejected by BONC.
- 2.3. All quotations made by BONC are without obligation, unless otherwise indicated. If a time limit is mentioned in the tender, the term only concerns the validity of the offer and/or offer contained therein, and does not affect the obligation to do so.
- 2.4. Unless expressly agreed otherwise, the agreement between BONC and the Customer is achieved by integral acceptance of the offer by the Customer. Acceptance takes place by the Customer signing the quotation. The Agreement can also be established online in which case the Customer has subscribed via the BONC website. In the latter case, the confirmation email and these general Terms and Conditions together form the Agreement.
- 2.5. In the case of a deviating acceptance of a tender, BONC reserves the right to give a new quotation which supersedes the previous tender, in the sense that the old tender shall lose its validity. The new offer can be accepted by the Customer in the same way as mentioned above.

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Artikel 3. CUSTOMER OBLIGATIONS

- 3.1. The Customer is not permitted to use the functionality in such a way that it can cause damage to the Web app or operation of the mobile app, to BONC and/or to third parties, or which creates a disturbance in the availability.
- 3.2. BONC offers the Functionality based on fair use, which means that in principle it does not impose restrictions on the system and network load generated by the Customer. BONC reserves the right, however, to take measures in the case of excessive use, which is significantly higher than that of the average Customer of BONC.
- 3.3. The customer shall, immediately after first notification by BONC of excessive system and/or network load, take measures to put an end to this. BONC is entitled to suspend the functionality and/or any other obligation to perform under the agreement in the case of a persistently excessive system and/or Network load.
- 3.4. In the event of a structurally excessive system and/or Network load, Parties will consult on the costs of this.
- 3.5. Customer shall ensure a careful handling by users with login information provided by BONC. The Customer is responsible for a password policy to prevent unauthorized access by third parties. In addition, the Customer is responsible for securing its workstations and/or equipment, which uses the Functionality, for example by installing a virus scanner.
- 3.6. The Customer will use the Web app or mobile app to BONC specified (browser) software and/or mobile devices.
- 3.7. The Customer is responsible for the timely selection and acquisition of (a) suitable telecommunications services in order to be able to actually use the Functionality.
- 3.8. BONC is not liable for the costs incurred in connection with the telecommunication services as intended by the use of the back office or the App (ex.(mobile) data traffic).
- 3.9. If the Customer or a user of the Customer can be sent to third parties by means of the Functionality of Bonc, it is the responsibility of the Customer to ensure that the appropriate permissions and/or legal bases are present to be allowed to do so.

Artikel 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. BONC guarantees that it has all the necessary rights for the provision of Functionality, including all rights relating to the underlying computer software.
- 4.2. Intellectual property rights, including copyrights, remain entirely with BONC or its suppliers. Except as stipulated in the following paragraph.
- 4.3. The intellectual property rights to the materials which can be used within the Functionality, such as templates, images and texts, remain with BONC or its licensors. The Customer obtains only a user's license on the materials which does not exceed that it may use the material only within the environment of the Web app and mobile app, and to place the content or to send out the Functionality of Bonc. Foregoing does not apply to materials which the Customer himself has uploaded in the Web app or mobile app, for those materials the intellectual property rights remain with the buyer and/or its licensors.
- 4.4. The intellectual property rights in this respect the data that the Customer builds up by using the Functionality is based on the customer.
- 4.5. The Customer shall ensure that the material he/she uploads within the Web app or mobile app does not infringe on the rights of third parties and that the Customer has sufficient rights to upload and/or process the material into Content. The Customer shall waive BONC for claims by third parties associated with infringements of intellectual property rights, if those claims are associated with the material uploaded by the Customer or on behalf of the Customer within the Web app or mobile app. This disclaimer applies to legal protection and to all costs associated with repelling a claim as intended. Customer shall, in the defense of the claim as referred to above, guarantee its full co-operation.
- 4.6. The Customer acknowledges that BONC is also to be considered as an intermediary referred to in article 6:196c of the Dutch Civil Code. Therefore, BONC may, as a certain material uploaded by the buyer or on the Customer's behalf, be removed from the Web app or mobile app, if it appears that the upload is unlawful, without the Customer's consent being necessary.
- 4.7. However, as a result of the copyright directive in the digital single market, it may be possible for a social media operator to be able to prevent the Content from appearing. BONC is never liable for this. It is the customer's own responsibility to investigate whether the Content meets the content filters of the different operators.

Artikel 5. SUBSCRIPTION

- 5.1. BONC strives for an availability of 98% (eighty nine) per year. If any non-availability persists for up to four (4) consecutive hours, the Functionality will be considered full and undisturbed.
- 5.2. BONC will strive to ensure that all activities to be carried out with respect to a customer's Support, including the handling of User questions and the resolution of defects, will be without undue delay started and if possible completed.
- 5.3. The handling of a Defect occurs only if and insofar as this Defect is demonstrable or reproducible. If and insofar as the time it takes to resolve a Defect or is presumed to seize it is of such duration, that it is suspected that the availability of the functionality will be affected, BONC will strive to provide a temporary, adequate solution.
- 5.4. Support is provided only by Bonc if there is a paid subscription.
- 5.5. Defects in availability caused by:
 - a. Improper use by user;
 - b. Working with equipment and/or (browser) software which does not comply with the specifications approved beforehand by BONC;Within the scope of the agreement. Only on the basis of a written confirmation from the Customer will BONC recover the Defects referred to, if possible, against its tariffs.
- 5.6. BONC may, in the event that users do not have adequate knowledge of the Functionality, require the Customer to enroll in BONC courses in order to bring the knowledge of the users to such a level that they no longer have a disproportionate rely on Support, or otherwise gain the necessary knowledge from Users. BONC will substantiate the reasonableness of this claim based on its (Support) history. If the Customer fails to comply with this, BONC has the right to suspend its Support obligations until the knowledge of User has been brought at a sufficient level, without the customer being entitled to a refund of money already paid or any further compensation.
- 5.7. BONC determines the version policy independently and without consulting the Customer and ensures that the latest functionality is available to the Customer whenever and wherever possible.
- 5.8. The Web app and/or mobile app will ask the User at first use to agree to the EUA. In this way, a (license) agreement is established between BONC and the User. After that, the User will be asked to log in. This login is intended to allow only users to access the Web app and/or mobile app. This login information is managed by the Customer in the Web App. The customer is therefore responsible for the management of the login data by means of the Web App.
- 5.9. BONC is entitled to modify the EUA unilaterally. The EUA will be reintroduced to the user who used the Web app and/or mobile app.
- 5.10. BONC guarantees that during the term of the Agreement, it will keep the mobile app in the Apple Appstore and Google Play available for download, if and insofar as the policies of Apple or Google continue to allow the app.
- 5.11. BONC guarantees that it will not ask Users for use of the mobile App.

Artikel 6. PRICES, RATES, BILLING AND PAYMENT

- 6.1. Prices and tariffs are stated in the Agreement. All prices and rates are excluding VAT.
- 6.2. The agreed prices and tariffs may be increased annually, by 1 January by BONC, by a percentage equal to the Services price index (DPI, all CPA sections, 2010 = 100) as published by the CBS.
- 6.3. Invoicing of intermediate Functionality added to the Agreement is invoiced pro rata until the next invoice date.
- 6.4. BONC will indicate on the invoices to the customer date, period of service, the size and the total amount due in euros.
- 6.5. The fee for the functionality is invoiced in advance in accordance with the Agreement agreed upon.
- 6.6. Other services and activities not covered by the Agreement shall be at the applicable rates for the relevant employees of BONC. In this case, invoicing will take place on the basis of the number of hours actually spent, unless expressly stated otherwise.
- 6.7. If the Customer is in arrears of more than two (2) months, BONC is entitled to suspend its service, provided that the Customer has been informed in writing and the Customer is awarded at least five (5) working days, and to comply fully with all payment obligations, including statutory trade interest, extrajudicial and other costs. Bonc saves the suspended account for six (6) months, then Bonc deletes the suspended account including all the data that is attached to it and associated with it.

Artikel 7. DURATION, TERMINATION, RENEWAL AND EXIT

- 7.1. The Agreement shall enter into force when both parties have signed it.
- 7.2. The Agreement shall be entered into for the period specified in the Agreement. After expiry of the (extended) maturity, the Agreement is renewed again with the same period, unless one of the parties terminates the Agreement for expiry of the (extended) maturity, whereby the terminating party has a notice period of at least three (3) months by the end of the (extended) maturity period.
- 7.3. Beyond what is stipulated elsewhere in the agreement is:
- a. one party shall be entitled to terminate the Agreement with immediate effect by means of a registered letter with a notice of receipt if the other party fails to comply with its obligations under the Agreement and therein also after notice, whereby the other party has been given a reasonable period of time to fulfil its obligations, persists;
 - b. one party is entitled without any notice or notice of default shall be required to terminate the agreement by means of a registered letter with acknowledgement of receipt with immediate effect if the other party moratorium payment or moratorium of payments; the bankruptcy of the other party is requested or that it has been declared bankrupt; debt restructuring for natural persons; the undertaking of the other Party shall be liquidated or terminated other than for the purpose of merging undertakings; on a significant part of the other party's assets or on the infrastructure and/or computer software involved in the implementation of the Agreement, or the other party is no longer in a position to be expected to obligations under the Agreement.
 - c. if BONC, through cooperation with the Customer, results in an image damage or a further co-operation with the Client will lead to foreseeable image damage of BONC;
 - d. If a disproportionate appeal has been made as referred to in article 5.5, and the Customer does not wish to take the training (s) referred to in that article from Bonc.
- 7.4. All rights acquired by the Customer pursuant to the Agreement with respect to the use of Functionality shall lapse upon termination of the Agreement.
- 7.5. Unless otherwise specified, obligations which are, by their nature, intended to continue even after termination of the Agreement, shall exist upon termination thereof. Termination of the Agreement does not expressly absolve the parties from the provisions relating to obligations relating to secrecy, liability, intellectual property rights, personnel acquisition, applicable law and Dispute resolution. This also applies if the Agreement comes to an end by BONC attributable to a short time in the fulfilment of the Agreement.
- 7.6. In the event of termination of the Subscription, parties shall enter into consultation on the (method of) transfer of data, the service provision and/or other management measures necessary for an undisturbed progress of the use by the Customer of its dates.
- 7.7. All activities carried out by BONC under the preceding paragraph shall be charged on the basis of the cost of the applicable charges.

Artikel 8. LIABILITY

- 8.1. The total liability of BONC for damages resulting from an attributable shortcoming in the performance of the Agreement, or from any other principal, such as tort, is limited to compensation for direct capital damage to maximum fees received by BONC from the customer for the corresponding service (s) (excluding VAT and other government-imposed levies) for the delivered performance in a period of three (3) calendar months preceding the injurious event, which holds a series of coherent injurious events as one injurious event.
- 8.2. The liability of BONC for indirect damages, consequential damages, lost profits, lost savings, decreased goodwill, damage caused by company stagnation, damage resulting from claims of Customer, damage related to the use the goods, processes, materials or software (of third parties) prescribed by the purchaser to BONC and damage related to the use of suppliers prescribed by the Customer to BONC are excluded.
- 8.3. Bonc is never liable for damages resulting from an attributable shortcoming in the performance of the agreement, or from any other principal, such as tort, in case the purchaser used a free subscription (unpaid version) of Bonc.
- 8.4. A party's liability for failure to comply with the Agreement shall not arise until the negligence of the other party, unless fulfilment of the obligations in question is already permanently impossible, in which the negligent party is immediately in default. The notice of default shall be made in writing, giving the negligent party a reasonable period of time to fulfil its obligations. The provisions of this article and all other limitations and exclusions of liability referred to in this Agreement shall also apply to the benefit of all (legal) persons of which BONC is involved in the performance of the agreement.

- 8.5. Limitations of liability lapse if there is intentional or deliberate recklessness of the management of BONC.

Artikel 9. FORCE MAJEURE

- 9.1. In the event of force majeure, the performance of the Agreement and any related obligation (s) shall be suspended in whole or in part for the duration of the force majeure, without the parties are obliged to pay any compensation in this respect. A party may invoke against the other party only in the event of force majeure if, as soon as possible, on presentation of supporting documents, the other party informs the party in writing of its appeal to force majeure.
- 9.2. If a party is in breach of force majeure in the performance of any obligation arising out of the agreement, the other party may, if it is certain that performance is permanently impossible, or if a period of more than four (4) working days is expired, the Agreement shall, in whole or in part, be dissolved by means of a registered letter with notice of receipt with immediate effect, without the parties being held to any compensation. What has already been performed by BONC will be paid immediately by the customer.
- 9.3. In any case, force majeure on the part of BONC is understood to mean: sickness of personnel, lack of personnel, strikes, natural disasters, acts of God, whether or not attributable shortcomings of suppliers, loss of data, power failures and/or failure of network connections from one to the other on the side of BONC.
- 9.4. Force majeure also includes shortcomings of third parties on which BONC can exert no or little influence, such as, for example, Apple (in the case of the Appstore), Google (in case of Google Play) and various social media channels.

Artikel 10. CONFIDENTIALITY, SECURITY AND PROCESSING OF PERSONAL DATA

- 10.1. Both parties will observe strict confidentiality regarding the information about each other's organization, the operation of the files, functionality, etc. Subject to the prior written consent of the other party, a party shall not make available to third parties information, data carriers and data which are available to them and disclose it to its staff only to the extent that necessary to carry out the agreed performance. Parties shall oblige their staff to comply with these confidentiality provisions.
- 10.2. Each Party shall ensure that the employees and/or third parties involved in the work are contractually in secrecy with regard to what is stated in this article.
- 10.3. The ownership of the data that the Customer builds with the use of the Functionality remains with the Customer. If the cooperation between the parties ends, for example by termination or dissolution in accordance with the terms of the agreement and/or general conditions, BONC will never withhold the data, suspend an obligation to issue it, or exercise the right to retain it.
- 10.4. BONC processes personal data in accordance with the privacy policy. For the processing of personal data by BONC, the processor contract applies if BONC is processing personal data on behalf of the Customer as a processor. BONC processes is considered to be a processing responsibility for those data that it processes from persons for purposes that are self-imposed, for example, billing. BONC applies as a processing person for that personal data associated with accounts created by the customer for users.
- The functionality provides functions to comply with legislation on the processing of personal data such as the GDPR. BONC does not warrant that the purchaser complies with that legislation by using those functions. It is up to the customer to investigate whether, for example, the content it wishes to publish complies with that legislation, even after using privacy-enhancing functionality of BONC.

Artikel 11. TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1. The Customer is not entitled to transfer the rights and obligations from BONC to a third party without written permission from the Client.
- 11.2. BONC is at all times entitled to transfer rights and obligations arising from the agreement.
- 11.3. BONC is authorized to make use of the services of third parties in the execution of the agreement, either in subcontracting or by temporary hiring of staff.

Artikel 12. APPLICABLE LAW AND COMPETENT COURT

- 12.1. This agreement is governed by Dutch law.
- 12.2. In the event of a dispute arising out of the agreement, only the court in Rotterdam shall be competent to take note of that dispute. However, this does not apply to those disputes which may be submitted under the law to the District Court, in which case the legal competence rules apply,

and therefore the District Court is empowered to take note of the dispute.

Artikel 13. OTHER PROVISIONS

- 13.1. BONC will try to meet as many agreed dates, deadlines etc. However, all dates and deadlines and the like are indicated to the best of our knowledge and exceeding these dates and/or deadlines is never fatal.
- 13.2. Verbal notices, pledges or agreements relating to the performance of the Agreement shall not have legal force unless they have been confirmed in writing by the party concerned.
- 13.3. In cases where the Agreement or general Terms and Conditions are not foreseen, or if modification of the agreement or general conditions is necessary, Parties shall agree to this effect. Changes and/or additions are only valid in so far as they have been agreed in writing.
- 13.4. Failure by a party to comply with any provision within a period specified in the Agreement shall not affect the right to require any fulfilment, unless the party has expressly agreed to the infringement in writing.
- 13.5. If these general Terms and Conditions indicate that a notification can be made in writing, then any such communication, unless it is evident from the context that is actually intended in writing, may also be digitally, i.e. by e-mail, Take place. However, the party who chooses to use an electronic medium shall bear the risk of proof if a notification according to the other party has not or was not properly arrived.
- 13.6. If any of the terms of the Agreement or general Terms and Conditions is void or is destroyed, the other provisions of the Agreement or general Terms and Conditions will remain in force and parties shall consult to agree to a replacement provision .
- 13.7. During the term of the Agreement, as well as one year after termination of the Agreement, parties shall not engage each other's staff.
- 13.8. In the case of a conflict between the terms of the general Terms and Conditions, the quotation and/or the order confirmation/drawing page, the order confirmation/drawing page shall prevail above these Terms and Conditions and shall take precedence over the offer.

APPENDIX|DATA PROCESSING AGREEMENT BETWEEN CUSTOMER AND BONC

This data processing agreement is a fixed part of the general terms and conditions of Bonc. Since the general terms and conditions including the processing agreement have been approved by the customer during the ordering process, this data processing agreement do not have to be signed separately by Parties.

Artikel 1. SCOPE AND PURPOSE OF INTENTION

- 1.1. The subject of this data processing agreement is the making of agreements on the process of personal data as referred to in article 28 (3) of the GDPR. This data processing agreement will hereafter be called "Data Processing Agreement".
- 1.2. On the basis of the applicable laws and regulations and in the context of the processing of personal data, the parties distinguish and recognize the following roles (including the corresponding responsibilities): the Customer is controller, BONC is considered as a processor, possibly by BONC-enabled third party processing personal data is sub-processing.
- 1.3. BONC processes in the framework of the execution of the agreed work and services, the personal data only on assignment and on instructions of the Customer. If the instructions cannot be followed within the agreed work and services, parties shall consult on the (financial) consequences of follow-up. BONC will inform the Customer if an instruction given by the Customer according to BONC is in contravention of the applicable laws and regulations in this respect, the processing of personal data.
- 1.4. In the context of the implementation of the agreed work and services, BONC will only process the personal data for the benefit of the Customer, whereby the BONC is not permitted the personal data of the Customer for its own purposes, other than agreed, processed and/or provided to third parties.
- 1.5. BONC processing is considered to be a processing responsibility for those data that it processes from persons for purposes that are self-imposed, for example billing. BONC applies as a processing person for that personal data associated with accounts created by the Customer for Users.
BONC processes: user name, e-mail address, IP number, user name and password. The user name and password uses BONC to allow users to log in the IP number used to log. BONC keeps track of who has done what at what time. The e-mail address is used to reset the password. BONC also processes the image and/or video material uploaded by the Customer. BONC does not exclude that natural persons are recognizable, so that the processing of the image and/or video material by BONC on behalf of the Customer is also covered by this processor agreement.

Artikel 2. CONFIDENTIALITY

- 2.1. Each party shall take all reasonable measures to ensure the confidentiality of confidential information to the extent possible in connection with the performance of the Agreement.
- 2.2. The data obtained from the Customer and personal data to be processed by BONC will not be provided by BONC to third parties, unless the Customer has given permission in writing, or unless it is for the execution of the agreed work and services, the fulfilment of a legal obligation, a request from an authority, or court ruling is necessary.
- 2.3. BONC shall ensure that the data to the staff of the parties are provided only on need-to-know basis, and that only the personnel in charge of carrying out the agreed work or services has access to the (processing of) Personal data.

Artikel 3. TECHNICAL AND ORGANIZATIONAL MEASURES

- 3.1. The parties will ensure compliance with applicable laws and regulations, including, in any event, laws and regulations in the field of personal data protection, such as the GDPR.
- 3.2. BONC shall implement appropriate technical and organizational measures to protect personal data against loss or against any form of unlawful processing. These measures shall ensure, taking into account the state of the art and the cost of implementation, an appropriate level of security given the risks associated with the processing and the nature of the data to be protected. The measures are also aimed at preventing unnecessary collection and further processing of personal data. At the customer's first request, BONC shall provide documentation demonstrating the measures implemented.
- 3.3. The Customer shall, for the part for which it is responsible, implement appropriate technical and organizational measures to protect personal data against loss or against any form of unlawful processing. These measures shall ensure, taking into account the state of the art and the cost of

implementation, an appropriate level of security given the risks associated with the processing and the nature of the data to be protected. The measures are also aimed at preventing unnecessary collection and further processing of personal data. For example, it involves: (i) business processes that comply with the relevant legislation on the processing of personal data; (ii) authorization models in which personnel who have no or limited information relating to certain data have no or regulated access to such data (iii); workstation security; (iv) an appropriate password and access policy. In addition, the Customer must ensure that it carries out an appropriate policy for the use of (private) use of its own systems, the Internet and e-mail, with the provision that personal data can be logged when using applications

- 3.4. The purchaser informs BONC of the technical and organizational measures he has taken as referred to in the subsection mentioned above before the commencement of the agreed work. It is the responsibility of the Customer to inform BONC in good time of new or adopted policy regarding the technical and organizational measures which it is to take under laws and regulations and traffic views.
- 3.5. The purchaser shall be entitled to review the measures taken by BONC by an independent expert during the term of the data processing agreement by means of an audit, provided that: (i) the audit by the Customer is announced in a timely fashion; (ii) the costs (including costs independent third party as intended and the costs of freeing one or more employees of BONC who support the auditor at the hourly rate for the relevant employee (s)) for the audit carried by the Customer; and (iii) the outcome of the audit is discussed with BONC; (iv) the Customer and/or auditor first take note of the audit reports already present at BONC, and the audit is limited to any omissions, follow-up points and/or a limited scope.

Artikel 4. THIRD PARTIES

- 4.1. BONC may use a sub-processing service. The Customer hereby grants general permission to enable sub-processors in advance. The list of sub-processors can be found on the website of BONC. This list can be extended by BONC in its sole discretion and judgement. Should BONC extend the list with new sub-processors, the Customer shall be informed in a timely fashion, giving the Customer the opportunity to object to the new sub-processors envisaged.
- 4.2. If and insofar as the objection referred to in the above paragraph is reasonable and rounded, BONC and the Customer will seek reasonable solutions to remove the objections and meet the individual wishes. Should the Customer and BONC not be able to reach a viable solution, the Customer shall be entitled, subject to a notice period of 30 (thirty) days, to obtain the data processing agreement and the agreements related thereto and/or ending.
- 4.3. BONC is not permitted to transfer personal data to a country outside the E.U./E.E.R. without the consent of the Customer. This does not apply to transfers to sub-processors as laid down in the annex to sub-processors.
- 4.4. BONC enters into agreements, if and to the extent possible with the aforementioned sub-processors sub-processing agreements.
- 4.5. BONC cannot guarantee for any sub-processors that BONC is informed by the sub-processing staff about changes in sub-sub-processors.

Artikel 5. BONC is permitted, without the prior consent of the Customer, to enable a company from the group of companies referred to in article 2:24b of the Dutch Civil Code as a sub-processor.

- 5.1. DATALEKKEN, RECHTEN VAN BETROKKENEN EN MEDEWERKING
If BONC suspects, or has come to know, that the personal data of the Customer is compromised (security breach or a data leak), BONC will immediately notify the Customer, at least within 48 (forty eight) hours. As a result, the Customer assesses whether it will inform the data subjects and/or report the incident to the supervisor designated by the law. The Customer is and always remains responsible for any legal obligation to do so. Nevertheless, BONC grants to the extent necessary cooperation in order to comply with the statutory obligations imposed on the Customer. In the event that a person concerned directs a request for inspection, correction or deletion to BONC, or any other right that is due to him, BONC will forward the request to the Customer, and the Customer shall continue to handle the request. BONC shall inform the person concerned thereof. Insofar as this is not contrary to any legal provision, BONC will cooperate with the customer in the processing and handling of the request.
- 5.2. At the customer's first request: (i) Provide BONC information requested by the Customer in respect of the processing of the customer's personal data; and (ii) BONC shall cooperate with the

Customer if and to the extent necessary to comply with the obligations of the Customer under the applicable laws and regulations in respect of the processing of personal data.

- 5.3. At the request of the Customer, a BONC Customer is responsible for:
- a) security of the processing;
 - b) notification of infringements to the supervisory authority (data leakage);
 - c) communication of infringements of data subjects;
 - c) gegevensbeschermingeffectbeoordeling;
 - d) prior consultation of the supervisory authority (if necessary).
- 5.4. The assistance and/or cooperation provided for in this article may be charged by BONC by BONC on the basis of a reasonable remuneration, unless the assistance is due to an attributable shortcoming in the fulfilment of this processing contract to the BONC, or the result of failure to comply with obligations under the GDPR by BONC.

Artikel 6. GENERAL PROVISIONS

- 6.1. The Customer warrants that the content, use and assignment to the processing of the personal data referred to in this processing contract is not illegal and does not infringe any right of third parties. The purchaser shall hold BONC against all claims and claim related to it.
- 6.2. This data processing agreement shall take effect as long as BONC work or services for the Customer. After completion, BONC destroys the personal data of the Customer, or if the Customer so requests, it supplies the personal data to the Customer before destroying the personal data. At the customer's first request, BONC provides a statement that the personal data have been destroyed.
- 6.3. The Terms and Conditions apply to this processing contract. In the case of conflict between what is stipulated in the general Terms and Conditions and the processing contract, what is stipulated in this data processing agreement.