



# **General Terms And Conditions Adver-Online B.V.**

## Article 1 Definitions

The following definitions apply in these General Terms and Conditions:

- a. Company: Adver-Online B.V.
- b. Adver-Online B.V.: The Company that posts vacancies for the Contracting Party on various Internet (employment) sites.
- c. HROffice: The business unit to which the General Terms and Conditions HROffice apply.
- d. Multiposting: The business unit to which these General Terms and Conditions apply.
- e. General Terms and Conditions HROffice: The General Terms and Conditions according to which HROffice provides its services, as well as a subsection of the General Terms and Conditions of Adver-Online B.V.
- f. Contracting Party: The person or legal entity with whom the Company has concluded an Agreement.
- g. Agreement: An Agreement concerning the purchase by the Contracting Party of a Savings Account, Vacancy Contract, (one-time) Posting of a Vacancy (as the case may be), Other Media, or Publication Services.
- h. Savings Account: The facilities provided to the Contracting Party under an Agreement (for the term of the agreed contract period), varying from the posting of vacancies, the number of which to be decided at a later date, vacancy information and company information on the Company's website as well as its offered packages of postings on other Internet (employment) sites, which the Contracting party shall choose but for which no fixed dates of posting have been agreed.
- i. Vacancy Contract: The facilities provided to the Contracting Party under an Agreement (for the term of the agreed contract period), up to the posting of multiple vacancies, vacancy information and company information on the Company's website and its offered packages of postings on other Internet (employment) sites, which the Contracting party shall choose and that are subject to posting prices and conditions determined in advance.
- j. Vacancy Posting: The posting of 1 vacancy, vacancy information and company information on the Company's website and its offered packages of postings on other Internet (employment) sites, which the Contracting party shall choose, provided to the Contracting Party under an Agreement (for the term of the agreed contract period).
- k. Media Credit: The financial credit contained in the Savings Account and/or the Vacancy Contract.
- l. Media Services: All other unspecified media services or publication services that the Company offers as optional additional service and/or product as a part of an Agreement, including but not limited to home pages and banners.
- m. Party, Other Party or Parties: The Company and/or the Contracting Party.

## **Article 2 General**

1. These General Terms and Conditions apply to all concluded Agreements.
2. Throughout the term of the Agreement, the Company may unilaterally amend these General Terms and Conditions in which event it will inform the Contracting Party. Should the Contracting Party not wish to accept these amendments, it is entitled to terminate the Agreement in accordance with the notice period of 10 days, at the earliest with effect from the date on which the amendments will come into effect.
3. Amendments other than those at the instigation of the Company, i.e. those not made according to the provisions of Article 2.2, are only valid in the event that they have been agreed between the Parties in writing in a new Agreement, or appendix to the Agreement, signed by both parties.
4. Inside the HROffice system, the contractor has the possibility to create up till maximum 1000 users. An user is responsible for editing the data of the candidate. There are multiple roles to be created for the user and the rates as set in the agreement between HROffice and contractor will apply. In the case that no agreements are made regarding prices, then the price of €20,- per user per month will be valid. This is excluded the role ' candidate assessor' and this can be used without extra costs.

## **Article 3 Entry into force and term of the Agreement**

1. An Agreement enters into force on the date on which it is signed, or no later than the moment at which the Posting of Vacancies on the Company's website and its offered packages of postings and/or Media Services on other or its own Internet (employment) sites have been made available to the Contracting Party.
2. A Savings Account for the posting of multiple vacancies will be concluded for the duration of at least 12 months. If after this period has come to an end an amount of Media Credit remains unused, the Agreement may be extended for the same term on the condition that a minimum additional deposit is made to the amount of the remaining Media Credit. In all other cases, the Media Credit will revert to the Company. Should the Contracting Party terminate the Agreement before the end of its term, the Media Credit will always revert to the Company unless there has been an attributable failure on the part of the Company as regards the Agreement and the Company has been notified of its default in writing. Should the Company terminate the Agreement before the end of its term, the Media Credit will default to the Contracting Party.
3. A Vacancy Contract for the posting of multiple vacancies will be concluded for a term no longer than 12 months. All the Media Credit must be utilised within the term of the contract.
4. A Posting of a Vacancy ends by operation of law.
5. Each party may terminate a Savings Account and/or Vacancy Contract before the end of its term in the event that: Its business activities cease; the Other Party has petitioned for or been granted a provisional or final moratorium on the payment of debts or is declared bankrupt or

has petitioned for its own bankruptcy; the Other Party non-attributably fails to fulfil a substantial obligation under the agreement (force majeure) and the situation of force majeure has continued for longer than 1 month, calculated from the date on which the situation of force majeure is announced; or Article 2.2 applies; or Article 11.1 applies.

6. Termination of a Savings Account and/or a Vacancy Contract in accordance with the provisions of Article 3.5 is effective as of the date on which operations cease, or immediately in all other cases as stated in Article 3.5.

## **Article 4 Savings Account**

1. In accordance with and for the term of the Agreement the Company will provide the Contracting Party with a Savings Account.
2. The specifications of the Savings Account will be agreed in writing.
3. The Contracting Party will provide the Company with all the necessary information that the Contracting Party knows or reasonably ought to know is important to the Company for the correct performance of the Agreement on its part.

## **Article 5 Vacancy Contract**

1. In accordance with and for the term of an Agreement the Company will provide the Contracting Party with the functionality of multiple vacancy postings.
2. The specifications of the Vacancy Contract will be agreed in writing.
3. The Contracting Party will provide the Company with all the necessary information that the Contracting Party knows or reasonably ought to know is important to the Company for the correct performance of the Agreement on its part.

## **Article 6 Vacancy Posting**

1. In accordance with and for the term of an Agreement the Company will provide the Contracting Party with the functionality of Vacancy Posting one time.
2. Should amendments and/or changes take place resulting in 1 or more Internet (employment) sites becoming inoperative, then the vacancy will be posted to a different Internet (employment) site. Providing an alternative Internet (employment) site is a service offered by the Company, but it is not obligated to do so. The confirmation of posting will state the Internet (employment) sites to which the vacancy has been posted.

## **Article 7 Intermediation**

1. The Company is not liable for the establishment of intermediation between the Contracting Party and any other parties/candidates. The Company only posts the vacancy/vacancies.

2. The Company is not liable for the contact and that which arises as a result of the use of an Adver Online e-mail address, or a hyperlink to the e-mail address or website of the Contracting Party.

## **Article 8 Rates**

1. The Contracting Party is required to reimburse the Company in accordance with the provisions of the applicable Agreement.
2. All reimbursements owed are subject to the statutorily payable taxes.
3. Throughout the term of the Agreement, the Company is entitled to amend the rates referred to in Article 8.1, in which case the provisions of Article 2.2 of these General Terms and Conditions shall apply.

## **Article 9 Payment**

1. Payment must take place within 14 days from the invoice date, in the manner to be stated by the Supplier and in the currency in which it is invoiced, unless otherwise stated by the Supplier in writing. The Supplier will send the first invoice in the next month following receipt of the signed agreement. The Supplier will be entitled to invoice periodically.
2. If the Client remains in default of the timely payment of an invoice, the Client will be in default by operation of law. In that case the client will owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will be owed.
3. The interest over the due and payable amount will be calculated from the time that the Client is in default until the time of payment in full of the amount owed.
4. The Client is never entitled to setoff the money owed by the Client to the Supplier. Objections to the amount of an invoice will not suspend the obligation to pay. The Client who is not entitled to rely on Part 6.5.3 (Sections 231 up to and including 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for another reason.
5. If the Client is in default or in omission of the (temporary) fulfilment of its obligations, all reasonable costs in acquiring payment without the intervention of the courts will be at the expense of the Client. The extrajudicial costs are calculated on the basis of that which is common to Dutch debt collection, currently the calculation method in accordance with the Voorwerk II Report. However, if the Supplier has incurred higher costs for collection than were reasonably necessary, the actual costs incurred will be reimbursable. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client will also owe interest over the collection costs owed.

## **Article 10 Confidentiality**

1. Parties are obliged to keep confidential from third parties all information in whatever form of a secret or private nature that they receive either from or via the Other Party.

2. Parties are liable with respect to each other for damage suffered as a result of non-compliance with the obligations described in Article 10.1.

## **Article 11 Attributable breaches, liability and indemnification**

1. In the event that a Party fails to fulfil its contractual obligations and, following notification of default, fails to rectify the situation within 30 days, the Other Party is entitled to terminate this Agreement immediately and without judicial intervention or otherwise demand compliance at law without prejudice to its right to claim compensation for damages in the matter.
2. The Company is not liable for damage as a result of incorrect information on the websites offered by the Company, or the incorrect operation of the vacancy system. In all other cases, the liability of the Company in respect of an unlawful act or an attributable breach is limited to the amount of damage suffered by the Contracting Party, to a maximum of €1,000 (one thousand euros) and shall never exceed the amount of the Agreement to which the unlawful act or attributable breach relates.
3. Insofar as possible, the Company will reproduce the information in full, but must hold itself to the layout (regarding the texts and logos) and the available sector and job descriptions offered by the various Internet (employment) sites to which the vacancy will be posted.
4. The Company will post the vacancy/vacancies within 24 hours following receipt of the order confirmation signed by the Contracting party. In the event of force majeure, this period may be extended in consultation with the Contracting Party. The Company is not responsible for updating the Contracting Party's vacancy/vacancies on the various Internet (employment) sites, or for the placement/display of logos. No vacancies will be posted on weekends and during national holidays.
5. The Company is not liable for emergency situations of whatever nature taking place at the various Internet (employment) sites, including but not limited to being offline and the inability to post vacancies to the Internet (employment) sites in question. In the event of an emergency situation, the Company will post the vacancy/vacancies once the emergency at the Internet (employment) site has been resolved.
6. In the event that the posting is subject to errors, the Company will ensure that these are rectified within 48 hours. No rectifications will be performed on weekends and during national holidays. Rectification will take place as of the first following business day.
7. The Contracting Party guarantees the correctness of all information it provides that is intended for posting by the Company. The Contracting Party indemnifies the Company against claims by third parties for compensation of damage arising from incorrect information as described here.
8. The limitation of liability recorded in this article does not apply in cases of intent or gross negligence.
9. The Company is neither liable nor responsible for the results and outcomes of the Agreement concluded by the Contracting Party, including but not limited to the response, type of

candidates/applicants, and reactions to the posted vacancy/vacancies for the Contracting Party.

10. The Company is not liable for the cross-posting activities performed by the various Internet (employment) sites. In the event that disruptions/errors are observed, the Company will notify the Internet (employment) sites thereof.
11. The Company is not liable for alliances concluded by the Internet (employment) sites regarding cross-posting activities. Cross-postings depend on individual agreements concluded by the Internet (employment) sites in question and accordingly may be amended during the term of the contract.
12. The Company posts the vacancies to the various Internet (employment) sites and removes them only at the express request of the Client. The Company will do its utmost to remove postings within 48 hours, however it is subject to the batches of the various Internet (employment) sites. As such, removal may require more time.
13. The Company is not liable for the removal of vacancies from Internet (employment) sites to which the Company does not itself post, including but not limited to the various indexed websites and Google's cache.

## **Article 12 Other and final provisions**

1. The Company is entitled to reject Vacancy Postings that conflict with the law and/or public morality. The Company undertakes to set out its policy in this regard in a set of regulations.
2. Any disputes that may arise from the Agreement will be resolved by way of a binding ruling or arbitration.
3. In the event of misuse, the Company is entitled to terminate the Agreement immediately, in which case the right of action of the Contracting Party will automatically lapse.
4. The Parties may not transfer the rights and obligations arising from this Agreement to a third party without the authorisation of the Other Party.
5. The obligation to confidentiality described in Article 10 continues for up to and including 2 years after the Agreement has come to an end.
6. The applicability of any General Terms and Conditions used by the Contracting Party is expressly excluded.
7. It is not permitted to sell, rent out or pledge the concept employed by the Company.
8. All offers/prices issued are subject to typing and/or typesetting errors.

# General Terms And Conditions HROffice

## Article 1 General

1. These terms and conditions apply to every tender, offer and agreement regarding the product/service HROffice of Adver-Online B.V., hereinafter referred to as: The "Supplier", and a Client to which the Supplier has stated these terms and conditions to be applicable to, insofar as these terms and conditions have not been expressly derogated from in writing by parties.
2. The applicability of any terms and condition or purchase, or any other terms and conditions of the Client is expressly rejected.
3. If one or more provisions of these General Terms and Conditions become fully or partially invalid or are declared void at any stage, the remaining provisions of these General Terms and Conditions will remain fully applicable. The Supplier and the Client will in that case enter into consultation in order to agree to new provisions to replace the null and void or voided provisions, in the course of which the objective and effect of the original provisions will be taken into consideration as much as possible.
4. If a situation arises between the parties that is not governed by these General Terms and Conditions, the situation must be assessed according to the spirit of these General Terms and Conditions.
5. If the Supplier does not always require strict compliance with these General Terms and Conditions this will not mean that the provisions thereof are not applicable, or that the Supplier would to any extent lose the right to require strict compliance with the provisions of these General Terms and Conditions in other events.
6. Parties agree that during the period of cooperation the mutual use of logos, product name and company name in media communications and publicity is permitted including social media, (personal) websites and printed matter, always provided that the nature and contents of the cooperation will not be communicated or announced, unless agreed otherwise and recorded contractually.

## Article 2 Quotations and offers

1. HROffice is a freemium service with a modular structure. The basic version can be used for two months fully free of charge. After this period costs will apply which will be included in an agreement. If no agreement is made, automatically all data will be removed after the trial period. Specific arrangements apply to purchased, paid for HROffice modules and are included in an agreement.
2. All quotations and offers of the Supplier are without obligation, unless a period for acceptance has been set out in the offer. If no acceptance period is set out, no right can be derived in any manner whatsoever from the quotation or offer if the product to which the quotation or offer relates ceases to be available in the interim.



3. The Supplier cannot be bound to quotations and offers if it is reasonably apparent to the Client that the quotations or offers, or a part thereof, contain an apparent mistake or clerical error.
4. The prices stated in a quotation or offer are excluding VAT and other duties imposed by the government, any costs to be incurred in the context of the Agreement, including travel and accommodation, dispatch and administrative costs, unless stated otherwise.
5. If the acceptance derogates from the proposal (whether or not on minor points) included in the quotation or offer, the Supplier will not be bound thereto. In that case the Agreement will not come into effect in accordance with this derogating acceptance, unless the Supplier states otherwise.
6. A combined quotation does not oblige the Supplier to the execution of a part of the assignment at a corresponding part of the price stated. Offers or quotations will not apply automatically to future orders.

### **Article 3 Licence for the use of the service**

1. A non-exclusive non-transferable licence will be provided to the Client for making use of the offered service, from the commencement date of the duration in the area as stated in the order form, with due regard to payment of the payments by the Client.
2. The service will be delivered in this Agreement and this will be exclusively used by the Organisations within the Area of Application as stated in the order form. The Client is not permitted to lease, lend, resell, transfer, licence, disseminate the service(s), or otherwise provide access to the solution and service(s); to provide services(s) related to ancillary services; or to provide access to, or permit the use of, the Solution or Services, by or on behalf of a third party, with the exception of the cases as permitted in this Agreement.

### **Article 4 Duration of contract; execution periods, risk transfer, performance and amendment of the Agreement; price increase**

1. The initial Agreement between the Supplier and the Client is entered into for a fixed period as stated in the offering. This Agreement will be renewed tacitly following the expiry of the agreed period as mentioned in the signed Agreement. The Client can terminate the Agreement with due regard to a notice of period of 1 month before the expiring day of the Agreement.
2. If a period has been agreed or stated for the execution of specified work or for the delivery of specified matters this is never a final deadline. In case of exceeding a period the Client must therefore provide the Supplier notice of default in writing. The Supplier must be offered a reasonable period thereby so as to be able to provide performance of the Agreement at a later date.

3. The Client is responsible for ensuring that all data, which the Supplier states is necessary, or which the Client reasonably ought to understand is necessary, for the performance of the Agreement, is provided in a timely manner to the Supplier. If the data necessary for the performance of the Agreement is not provided in time to the Supplier, the Supplier will be entitled to suspend the performance of the Agreement and/or to charge the Client for the extra costs ensuing from the delay in accordance with the rates usual at that time. The execution period does not commence until the Client has made the data available to the Supplier. The Supplier is not liable for damage, of whatsoever nature, caused by the Supplier proceeding from incorrect and/or incomplete data provided by the Client.
4. If the Supplier agrees a fixed fee or a fixed price with the Client, the Supplier is nevertheless entitled at all times to increase this fee or this price without the Client in that event being entitled to terminate the Agreement for this reason, if the increase of the price ensues from an entitlement or obligation pursuant to legislation or regulations.
5. The Supplier has the right, after the agreed initial duration of the Agreement and each year following therefrom, to increase the monthly rates during the use once per year with a maximum of 5% if the applicable Statistics Netherlands % rate is not available, or with the Statistics Netherlands index inflation % rate for the Collective Labour Agreement for commercial provision of service, applicable in that case and published by Statistics Netherlands.
6. The Supplier is at all times free to unilaterally amend, suspend or terminate the use of the freemium version of HROffice. The Client cannot derive any rights from the use of the freemium version of HROffice.

## **Article 5 Suspension, dissolution and termination before the end of term of the Agreement**

1. This agreement can be terminated by the Supplier or the Client one month after the expiry of the duration of contract by means of notice in writing with due regard to a notice period of one month.
2. The Supplier will be entitled to suspend the fulfilment of the obligations or to terminate the Agreement, if the Client does not, not fully, or not in a timely manner, fulfil the obligations under the Agreement, if after entering into the Agreement the Supplier becomes aware of circumstances giving good grounds to fear that the Client will not fulfil the obligations, if the Client has been requested when entering into the Agreement to provide security for the fulfilment of the Client's obligations under the Agreement and this security is not forthcoming or is insufficient, or if due to delay on the part of the Client it can no longer be expected of the Supplier that it will perform the Agreement under the Terms and Conditions originally agreed.
3. Furthermore, the Supplier will be entitled to terminate the Agreement if circumstances occur, which are of such a nature that the performance of the Agreement is impossible, or if

circumstances occur otherwise, which are of such a nature that the unaltered maintenance of the Agreement cannot reasonably be required from the Supplier.

4. If the Supplier proceeds with suspension or termination, the Supplier will in no way whatsoever be obliged to compensation of damage and costs arisen through this in whatsoever manner.
5. If the termination is attributable to the Client, the Supplier will be entitled to compensation of the damage, including the costs arising directly and indirectly from this.
6. If the Client does not fulfil its obligations ensuing from the Agreement and this non-fulfilment justifies termination, the Supplier will be entitled to terminate the Agreement forthwith and with immediate effect without any obligation on its part to payment of any compensation or indemnification, while the Client, on the basis of breach of contract, will be obliged to compensation or indemnification.
7. In the event of liquidation, or (application for) moratorium or bankruptcy, or attachment - if and insofar as the attachment is not withdrawn within three months – being levied against the Client, or debt rescheduling or any other circumstance as a result of which the Client cannot freely dispose of its assets, the Supplier will be free to terminate the Agreement forthwith and with immediate effect, or as the case may be, cancel the order or the Agreement, without any obligation on its part to payment of any compensation or indemnification. In that case the claims of the Supplier against the Client will be immediately due and payable.
8. If the Company receives within 30 days after the termination or expiry of this Agreement a request in writing from the Client for the return of the data stored in the database of the Supplier, this data will be returned free of charge to the Client in the file format applicable in that case.
9. If a request is submitted for the return of the data in another file format; or if this is more than 30 days after the termination or expiry of this Agreement, the Supplier retains the right to charge the costs of this extra service on the Basis of Time and Materials.

## **Article 6 Force majeure**

1. The Supplier is not obliged to fulfilment of any obligation towards the Client, if the Supplier is prevented therefrom as a result of a circumstance not attributable to fault, and for which the Supplier is not accountable for by law, a legal act, or according to generally accepted standards.
2. Force majeure under these General Terms and Conditions means, in addition to that which is laid down by statute and case law, all external causes, foreseen or unforeseen, over which Supplier has no control, and as a result of which Supplier is unable to fulfil its obligations.
3. Industrial actions in the company of the Supplier or of third parties are included therein. The Supplier also has the right to rely on force majeure if the circumstance which prevent the (further) performance of the Agreement, occurs after the Supplier should have fulfilled its obligation.

4. During the period that force majeure continues the Supplier can suspend the obligations under the Agreement. If this period lasts longer than one month each of the parties will be entitled to terminate the Agreement, without any obligation to compensation of damage to the other party.

## **Article 7 Payment and collection charges**

1. Payment must take place within 14 days from the invoice date, in the manner to be stated by the Supplier and in the currency in which it is invoiced, unless otherwise stated by the Supplier in writing. The Supplier will send the first invoice in the next month following receipt of the signed agreement. The Supplier will be entitled to invoice periodically.
2. If the Client remains in default of the timely payment of an invoice, the Client will be in default by operation of law. In that case the client will owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will be owed. The interest over the due and payable amount will be calculated from the time that the Client is in default until the time of payment in full of the amount owed.
3. The Client is never entitled to setoff the money owed by the Client to the Supplier. Objections to the amount of an invoice will not suspend the obligation to pay. The Client who is not entitled to rely on Part 6.5.3 (Sections 231 up to and including 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for another reason.
4. If the Client is in default or in omission of the (temporary) fulfilment of its obligations, all reasonable costs in acquiring payment without the intervention of the courts will be at the expense of the Client. The extrajudicial costs are calculated on the basis of that which is common to Dutch debt collection, currently the calculation method in accordance with the Voorwerk II Report. However, if the Supplier has incurred higher costs for collection than were reasonably necessary, the actual costs incurred will be reimbursable. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client will also owe interest over the collection costs owed.

## **Article 8 Retention of title**

1. That which is delivered by the Supplier in the context of the Agreement always remains the property of the Supplier. The Client is only entitled to the use of the software.
2. That which is delivered by the Supplier, which pursuant to subclause 1 is subject to retention of title, is not permitted to be sold on and is never permitted to be used as a means of payment. The Client is not entitled to pledge that which is subject to retention of title or to encumber this in any manner whatsoever.
3. The Client must always do all that reasonably can be expected of the Client to secure the ownership rights of the Supplier.

## **Article 9 Guarantees, inspection and complaints**

1. The goods to be delivered by the Supplier fulfil the usual requirements and standards, which can reasonably be set thereto at the time of the delivery and for which they are intended during normal use in the Netherlands.
2. The Supplier makes use of an external hosting party to offer the service. The Service Level Agreement of the Supplier applies to the use of the service of the Supplier.
3. Even if the Client complains in a timely manner, this will not suspend its obligation to pay. The Client remains in that event also obliged to purchase and pay for the other goods ordered and that which it has provided on assignment to the Supplier.

## **Article 10 Liability**

1. If the Supplier were to be liable, this liability will be limited to that which is arranged in this provision.
2. The Supplier will not be liable for damage, of whatsoever nature, arising from the Supplier having proceeded from incorrect and/or incomplete data provided by the Client.
3. The Supplier will not be liable in any manner whatsoever for the data included in the service.
4. The Supplier will be entitled to remove any incriminating or discriminating texts or forms of communication after they are noticed, if the Client refuses to remove them following a request from the Supplier to this end.

## **Article 11 Indemnity**

1. The Client indemnifies the Supplier against any claims by third parties, who in connection with the performance of the Agreement suffer damage the cause of which is attributable to parties other than the Supplier. If claims were to be made on that basis by third parties against the Supplier, the Client will be obliged, by law as well as otherwise, to assist the Supplier and to promptly do all that can be expected of the Client in that case. If the Client remains in default of taking adequate measures, the Supplier will be entitled to proceed itself with this, with notice of default. All costs and damage on the part of the Supplier and third parties arising from this will be fully at the expense and risk of the Client.

## **Article 12 Intellectual property**

2. The Supplier retains the rights and entitlements that accrue to the Supplier on the basis of the Copyright Act and other intellectual legislation and regulations. The Supplier has the right to also use the knowledge acquired on its part through the performance of an agreement for other purposes, insofar as hereby no strictly confidential information of the Client is disclosed to third parties.
3. The Supplier will be entitled to use all data in the system in anonymous form for statistical purposes. This is also known as "big data".

## **Article 13 Confidentiality and taking over of Personnel**

1. The Client and the Supplier will ensure that all of the data received from the other party that one knows or reasonably ought to know is of a confidential nature, will remain confidential. The party receiving this confidential data will only use this data for the purpose for which the data was provided. In any event, data is deemed to be confidential if it is indicated as being so by one of the parties.
2. Each of the parties will, during the term of the Agreement as well as for one year after the termination thereof, only after prior permission in writing from the other party employ or otherwise directly or indirectly have work for them employees of the other party who are involved, or have been involved, in the performance of the Agreement.

## **Article 14 Privacy, data processing and protection**

1. If the Supplier directly collates Personal Data from parties involved (within the meaning of the Personal Data Protection Act; GDPR), it must ensure that no more Personal Data is processed than is necessary for the performance of the Agreement.
2. The Supplier will, during the performance of the Agreement comply with the applicable legislation and regulations with regard to the protection of personal data, including but not limited to the Personal Data Protection Act, the Telecommunications Act and all other applicable (European) (privacy) regulations, including but not limited to the codes of conduct of the DDMA and the FEDMA.
3. A processor's agreement can be concluded between parties for the performance of the Agreement. This processor's agreement will be the determining factor for the execution of the processing of the data and data processing as referred to in this article.
4. With regard to the execution of its work, the Supplier refers to the Service Level Agreement applied by the Supplier, which forms an integral part of the Agreement and which can be requested from the Supplier.

## **Article 15 Applicable law and disputes**

1. The law of the Netherlands exclusively applies to all legal relationships to which the Supplier is party, as well as if an obligation is wholly or in part fulfilled abroad or if the party involved in the legal relationship has its residence abroad. The applicability of the Vienna Sales Convention (CISG) is excluded.
2. The court in the place of business of the Supplier has exclusive jurisdiction to hear and determine disputes, unless mandatory legal provisions prescribe otherwise. The Supplier nevertheless has the right to submit the dispute to the competent court as determined by law.
3. Parties will only apply to the court after they have earnestly endeavoured to resolve the dispute in mutual consultation.

## **Article 16 Location and amendment of the Terms and Conditions**

1. These Terms and Conditions are filed at the Amsterdam Chamber of Commerce.
2. The version last filed, or the version as it applied at the time that the legal relationship with the Supplier came into effect, is always applicable.
3. The Dutch text of these General Terms and Conditions will always be decisive for the interpretation thereof.