

**GENERAL TERMS AND CONDITIONS OF DATA QUALITY AND CUSTOMER INSIGHT** (Effective date: 1 January 2019)

**1. EDM's solutions for data quality and customer insight**

- 1.1 EDM B.V. ("EDM") offers services in the areas of data quality, customer insight and target group reach. EDM assists organisations in optimising the return from their data by making the data accessible and analysing it and by using the knowledge and data obtained in that way.
- 1.2 Separate conditions apply to EDM's services in the area of target group reach. These general terms and conditions apply to all offers, quotations and assignments from or to EDM or other agreements between EDM and the Client with regard to data quality and customer insight.

**2. Formation of the agreement**

- 2.1 An offer or quotation from EDM is without obligation. If no other validity period is indicated in the offer, then the offer is valid for a period of 30 days.
- 2.2 An agreement is formed after a written confirmation of the assignment by EDM or, if confirmation is absent, at the time when EDM has proceeded to performed an assignment, this being at the discretion of EDM.
- 2.3 Once the Client has checked the assignment confirmation for correctness and completeness, the assignment confirmation and/or agreement of EDM will be binding. The Client must inform EDM in writing or by e-mail of any comments or inaccuracies within five (5) days.
- 2.4 The Client may request that an assignment already granted be adapted or changed. A change only applies as agreed if EDM has confirmed it in writing or by e-mail. EDM may adjust the previously agreed prices and conditions for changes to an existing assignment or agreement and must inform the Client of this in advance.

**3. Prices**

- 3.1 The prices and tariffs are exclusive of VAT and other levies, unless agreed otherwise in writing.
- 3.2 Any price increases imposed on EDM by third parties during the performance of an assignment may be passed on to the Client. EDM must inform the Client of such price increases as soon as possible, after which the Client may decide whether or not to purchase the service.
- 3.3 The agreements may be adjusted by EDM annually on 1 January based on the Consumer Price Index (CPI), as determined by the Dutch Central Bureau of Statistics (CBS), unless the parties have agreed otherwise in writing.

**4. Invoicing and payment**

- 4.1 The payment term for invoices from EDM is 14 days after the invoice date, unless agreed otherwise in writing.
- 4.2 Immediately after concluding an agreement, EDM may invoice in full or in part, unless agreed otherwise in writing.
- 4.3 If the invoice amount is incorrect according to the Client, the Client must respond to EDM in writing within eight days of the invoice date.
- 4.4 If an invoice is not paid within the agreed period, the claim of EDM will be due immediately and EDM has

the right to claim compensation for all reasonable judicial and extrajudicial costs incurred by EDM in this regard and, in addition, the statutory commercial interest on the amount owed by the Client from the first day when the payment term has expired.

- 4.5 If a payment is late, or payment remains outstanding, EDM has the right to (i) suspend the (further) fulfilment of its obligations under the agreement with the Client until full payment of the outstanding receivables has been made; and (ii) to keep goods and/or files made available by the Client to EDM and to suspend their delivery until all payment obligations have been met.
- 4.6 The Client does not have the right to suspend or offset the payment of the amounts due.
- 4.7 EDM may ask the Client to provide sufficient security, such as a (full or partial) advance payment, before EDM provides its (further) services to the Client.

**5. Cancellation**

- 5.1 Unless agreed expressly in writing by EDM, the Client may not cancel or terminate the assignment and/or agreement in the meantime. If EDM agrees to the premature termination of the agreement, or the cancellation of a confirmed assignment, EDM receives a proportional fee from the Client for the costs incurred up to that time, including reasonable compensation for loss of profits.

**6. Dissolution; premature termination**

- 6.1 If: a) the one party – notwithstanding a proper written notice of default – does not, does not properly or not in a timely manner fulfil the obligations under the agreement between the parties, and/or b) enters a condition of bankruptcy, suspension of payments or receivership, liquidation and/or seizure of a substantial part of the assets of one party, then the other party, without any obligation to pay compensation, may terminate the agreement in whole or in part, or cancel the further performance of the agreement.

**7. Term of the agreement; transfer prohibition**

- 7.1 An agreement applies for the duration of the assignment and ends on the completion of the assignment.
- 7.2 If no further term has been agreed in writing, and the agreement provides for the periodic performance of activities and/or the provision of services by EDM, then the agreement applies for an indefinite period of time. An agreement valid for an indefinite period of time may be terminated by both parties with a notice period of three (3) months, unless agreed otherwise in writing.
- 7.3 Unless agreed expressly in writing by EDM, the Client is not permitted to transfer all or part of the rights and/or obligations from the agreements concluded with EDM to third parties. If EDM agrees to such a transfer at the request of the Client, EDM may attach conditions to the permission.

**8. Liability**

- 8.1 The Parties will endeavour to fulfil the agreement properly.
- 8.2 In the event of an attributable shortcoming in the fulfilment of an obligation under the agreement, one party must send the other party written notice of

default, whereby the negligent party will be given a reasonable period of time to still fulfil its obligations.

- 8.3 The Parties must provide each other with the co-operation necessary to enable one party to investigate a shortcoming reported by the other party and rectify it where possible.
- 8.4 The liability of the parties is limited:
- 8.5 The liability of a party for indirect damage, including but not limited to consequential loss, loss of profits, missed savings, damage due to business interruption and/or image impairment are excluded.
- 8.6 Direct damage, which is the direct result of a shortcoming attributable to the other party, must be compensated by the other party. This damage is limited to the net invoice amount with regard to the delivery and/or services provided, from which any damage originated, and the invoice amount which has actually been paid to EDM. Direct damage will not, in any case, include the costs of printing, shipping and other costs necessary for the distribution of (marketing) information.
- 8.7 With regard to its services EDM has taken out a professional liability insurance as well as an additional cyber risk insurance. A copy of the relevant insurance policy may be provided at the request of the Client.

## 9. Force majeure

- 9.1 If a party cannot fulfil its obligations due to force majeure, these obligations will be suspended for the duration of the force majeure situation. If the force majeure continues for longer than 3 months, both parties have the right to dissolve the agreement in whole or in part in writing.
- 9.2 In the event of force majeure, the Client will not be entitled to any compensation or fee.
- 9.3 EDM will notify the Client of a (an expected) force majeure situation as soon as possible.

## Data quality and customer insight

### 10. Service provision by EDM

- 10.1 EDM makes every effort to perform its services to the best of its knowledge and ability, according to the agreements made with the Client. The Client itself is responsible for the way in which it uses the services and advice provided by EDM.
- 10.2 EDM may perform the work at its own discretion, whether or not by engaging third parties. This option is without prejudice to the provisions of the possible processor agreement between the parties regarding the involvement of possible sub-processors.
- 10.3 Unless agreed otherwise in writing, the service must be paid for based on the hours worked. If it has been agreed that the services will be provided by a specific person, then EDM always has the right after consultation with the Client to replace this person with one or more other people having similar or equal qualifications. The Client must co-operate with the performance of the services requested by EDM and must make any supplies available to EDM for this purpose.
- 10.4 Any delivery times specified apply for indicative purposes and not as final deadlines.
- 10.5 If the Client would like an assignment to be performed more quickly or more work is performed, EDM may, at its own discretion, possibly fulfil that

request subject to additional conditions such as an adjustment of the agreed prices.

- 10.6 Any deficiencies in or complaints about the performance of an assignment by EDM must be notified to EDM in writing within eight days of the performance of the assignment, failing which the Client will lose its claim to the alleged deficiencies and EDM will be deemed to have delivered what was agreed with the Client.
- 10.7 If, in the opinion of EDM, a complaint is well-founded, then EDM must still perform the services and/or deliver the data as previously agreed, unless this has become demonstrably meaningless to the Client and the Client has confirmed this in writing or by e-mail. In that case, the parties must jointly endeavour to find another solution.

### 11. Processor agreement and confidentiality

- 11.1 If an assignment or agreement with regard to services provided by EDM entails that personal data is processed by EDM of which the Client is the “data controller” as referred to in the General Data Protection Regulation (GDPR), then EDM must comply with the legal obligations that apply to “processors” as referred to in the GDPR and a processor agreement is also concluded between the parties.
- 11.2 EDM must strictly follow any instructions of the Client regarding the processing of the personal data for which the Client is the “data controller”.
- 11.3 The Parties must treat confidential information from each other, including the data of EDM and the Client, as well as personal data, (background) information about the (structure of) the services of the other party, including methods, systematics, strategies and working methods, as being strictly confidential. In doing so, they must take the utmost care and must in no case disclose confidential information to third parties. Employees of the parties have a similar obligation to treat this information confidentially when it is in writing. This confidentiality obligation continues after the end of an assignment.
- 11.4 In the event of a violation of the provisions of this article, the infringing party will, after notice of default, be liable for a fine of €5,000 for each violation and €500 for each day that the violation continues, regardless of all other rights of the other party to demand compliance, dissolution and additional compensation.

### 12. Safe handling of data

- 12.1 EDM has an information security policy in place, is ISO 27001-certified and is acknowledged with the DDMA privacy guarantee.
- 12.2 For the transmission of (personal) data, EDM uses only a secure transfer environment, unless agreed otherwise in writing with the Client. EDM is not responsible for the consequences of the transmission or transport of the data to be processed and the results obtained if it is sent in another way on the instruction of the Client.
- 12.3 For the storage of (personal) data, EDM uses only the secure environment of EDM in the Netherlands, unless agreed otherwise in writing with the Client.
- 12.4 Personal data for which the Client is responsible will be removed 3 months after the termination of the

- assignment, unless otherwise agreed in writing with the Client.
- 12.5 EDM may provide the Client with login data (such as a password) to access the secure transfer environment. These login data are strictly personal and the Client must keep them secret. For this purpose, the Client must make the necessary (contractual) provisions, including but not limited to imposing the obligation on its employees to keep the obtained login data secret.
- 13. Trusted (Third) Party**
- 13.1 For questions about the processing of personal data, the Client may contact EDM's privacy officer and/or EDM's data protection officer who is registered with the Dutch Data Protection Authority.
- 13.2 At the request of one or more clients, EDM may receive (personal) data and match it with each other. EDM guarantees that one party cannot gain access to the data of the other party and must enter into a multiparty agreement on request if so desired.
- 14. Service provision for Data**
- 14.1 EDM offers services and solutions as a result of which data can be provided to the Client which might include personal data - details that can be traced to an individual natural person. This data may consist of (i) reference data, data used for EDM's services with regard to data quality (hereinafter: "Reference Data"), (ii) segmentation data, data used for EDM's services with regard to customer insight (hereinafter: "Segmentation Data").
- 14.2 The term 'Data' means all EDM data or data which EDM can use, including Reference Data and Segmentation Data.
- 15. Rights of use of Data**
- 15.1 The Client is only entitled to use the Data for the purposes as agreed in writing with EDM. Use of the Data is exclusively allowed by the Client itself unless otherwise agreed in writing. Use of Data by the Client itself is allowed. For the use of Data, further conditions of use may apply that may be changed by EDM from time to time.
- 15.2 The Client must comply with the specific terms and conditions of use provided by EDM and must follow EDM's instructions regarding the processing of the personal data included in the Data.
- 15.3 EDM makes efforts to the best of its ability to keep the Data accurate and up to date. To prevent the use of inaccurate data, the Client is at all times obliged to use in its applications the most recent Data and any software provided by EDM. The Client indemnifies EDM against any damages or claims resulting from the use of outdated Data and/or software from EDM.
- 15.4 Other than when using Reference Data for data quality purposes, the Client is not entitled to include integrally any Segmentation Data - whether or not edited - into its own files or databases unless explicitly otherwise agreed in writing.
- 15.5 The Client acknowledges that EDM is the data controller with regards to its Data insofar as this relates to personal data.
- 15.6 The Client itself is also a data controller and is therefore responsible and liable itself for the purposes and manner of using the Data and personal data included in it and/or knowledge insights based on it and the information provision on it to the data subjects. The Client indemnifies EDM against any claims of third parties including the regulatory authorities, insofar as they are the direct result of an incorrect basis for processing applied by the Client or faulty information provision to data subjects.
- 15.7 After the expiry of the agreed period of use and at any first request of EDM (e.g. as a result of amended legislation or an amended opinion of a regulatory authority, in the opinion of EDM), the Client must immediately destroy or delete the personal data included in the Data from its systems.
- 15.8 With regard to the use of the (delivered) Data, the Client is only entitled to deviate from the provisions of this agreement and conditions with the express written confirmation of EDM. With each deviation from the agreed use as determined by EDM, the Client will owe an additional (user) fee, based on the nature and scope of the additional or non-agreed use.
- 16. Intellectual property rights**
- 16.1 EDM is the owner of all intellectual property rights, including database rights and copyright, on all Data, any software and (SaaS) services or otherwise, which it makes available to the Client under the agreement. The Client must prevent such property rights of EDM from being limited or destroyed in any way, or being charged or encumbered with third-party rights.
- 16.2 EDM guarantees that no copyright or other intellectual property rights of third parties are infringed and indemnifies the Client against any claims of third parties in this regard.
- 16.3 With the exception of the user rights granted explicitly in writing to the Client, the Client does not have the right to copy or otherwise publish, make public or exploit the goods, data, software or services provided by EDM or results of services to the Client, other than for the agreed use as set down in the terms of use and/or in a further agreement. Insofar as the goods provided consist of data or data files, these may not be 'retrieved' or 're-used' within the meaning of the Netherlands Databases (Legal Protection) Act (*Databankenwet*), except insofar as this is necessary to achieve the agreed use of such data or data files. The restrictions referred to above will not affect the Client's rights under Sections 45j and 45k of the Netherlands Copyright Act (*Auteurswet*) (permitted own use for backup and filing purposes).
- 16.4 Any data provided by the Client remain the property of the Client, as well as the intellectual property rights vested in them. The Client guarantees that no copyright or other intellectual property rights of third parties are infringed and indemnifies EDM against any claims of third parties in this regard.
- 16.5 Any information, methods, formulas, techniques, systems, etc., are and remain the intellectual and physical property of EDM (insofar as is applicable). This agreement does not have the transfer of any property rights as its subject. EDM indemnifies the Client against any claims of third parties with regard to the intellectual property rights of such third parties to the materials and data provided by EDM.

16.6 Without the prior written consent of the other party, the parties are not permitted to make use of logos, brands, trade names or other intellectual property of the other party in communications (including advertisements and other advertising messages) with third parties.

#### 17. Control

17.1 The Client declares that it is aware that every delivery of Data, whether or not it contains (e-mail) addresses/files, may be supplemented by control addresses or attributes. These control addresses or attributes may be added by EDM as well as by the relevant file owner. Such control addresses or attributes have been added to protect the Data, in order to be able to control the manner in which the Data is used. Misuse and/or use of the Data in violation of what has been agreed will be deemed to have been demonstrated at all times, if this can be made plausible based on the control addresses or attributes explicitly designated as such by EDM and/or the file holder and is thereby conclusive evidence.

17.2 As the "data controller" as referred to in the General Data Protection Regulation, EDM is authorised with regard to the Data to periodically perform (or have performed) an audit of the use and the processes used by the Client to protect the Data provided or made available for use by EDM. The Client must provide the necessary co-operation and, among other things, must provide insight into the actual use of the Data by the Client and the security procedures and protocols used. EDM must inform the Client 4 weeks prior to the audit in writing (or by e-mail) and indicate what data the Client would like to gain insight into.

17.3 Any information obtained from an inspection will be dealt with confidentially and kept secret by EDM and therefore not shared in any way with any third parties. If and to the extent that, in the opinion of the Client, access to the Client's security procedures constitutes an unacceptable security risk, the Client can make do with a more general description of the security measures taken.

#### 18. Data leaks

18.1 If and insofar as unauthorised third parties violate the protection of the Client's systems which provides

(or provided) access to EDM's Data and this has serious harmful consequences for the protection of the processed personal data, the Client will inform EDM of this as soon as possible after discovery so that EDM can fulfil its duty to report to the regulators and parties involved. The Client must then contact the EDM privacy officer.

#### 19. Miscellaneous

19.1 The Client and EDM enter into a co-operation with each other. In the event of a dispute, a solution must always be sought first in consultation. If it proves impossible to reach a solution within 14 days of a dispute arising, the dispute will be submitted to the management of both parties who will then try to reach a solution. If a solution still cannot be found within 4 weeks of a management consultation, the dispute may be submitted to the competent court, unless the parties agree another form of dispute settlement.

19.2 Any claims expire one year after the delivery or performance of a service.

19.3 Legislative changes or changing views of the regulatory authorities may be a direct reason for the parties to change (certain provisions of) the agreement and/or these terms and conditions. The parties must then agree on a change that matches as far as possible the intentions of the provisions in the agreement and/or these terms and conditions, without prejudice to the other provisions in these terms and conditions.

19.4 EDM explicitly rejects the applicability of any general conditions of the Client.

19.5 In the event of disagreement about the amount the Client owes EDM, the details in EDM's accounts (including log files) will be decisive, unless the Client provides written evidence to the contrary.

19.6 Dutch law applies to all legal relationships between EDM and the Client and all disputes that may arise from them.

19.7 Any disputes must be submitted to the competent court of Utrecht.

19.8 Any amendments to these provisions will only be valid if they have been agreed in writing and signed by both parties.