



GENERAL TERMS AND CONDITIONS WORK NINJAS BV

Work Ninjas BV (hereinafter: Work Ninjas) is registered at the Chamber of Commerce under number 81567499 and has its registered office at Stenen Kamer 35 (2952 ED) Alblasserdam.

Article 1: Definitions

- a) In these General Terms and Conditions, the following terms are used in the sense stated below, unless explicitly indicated otherwise:
- b) Service provider: the provider of various services, hereinafter: Work Ninjas.
- c) Client: the (legal) entity practicing a profession or business which enters into an Agreement with Work Ninjas.
- d) Offer: an offer by Work Ninjas for the provision of services.
- e) Subscription: an Agreement between the Client and Work Ninjas for the purpose of performing specific and/or recurring work for the Client for the duration of the credit purchased.
- f) Assignment: the Agreement between the Client and Work Ninjas that concerns work based on the Offer.
- g) Supplier: the third party that actually performs the Agreement between the Supplier and the Client. third parties authorized under these terms to process Client personal data in relation to the Services.
- h) Services: Work Ninjas provides the following services: optimizing and automating business processes, as well as performing tasks that partly arise from this, which the Client has assigned to Work Ninjas.
- i) The website that Work Ninjas uses is <https://workninjas.nl/>.

Article 2: Applicability

- a) These General Terms and Conditions apply to every Offer made by Work Ninjas and every Agreement between Work Ninjas and a Client and to every service offered through (the website of) Work Ninjas.
- b) Before an Agreement is concluded (remotely), the Client will receive these General Terms and Conditions. If this is not reasonably possible, Work Ninjas will specify to the Client the manner in which the Client can review the General Terms and Conditions, which in any case will be published on the Work Ninjas website(s), allowing the Client to easily save these General Terms and Conditions to a durable data carrier.
- c) Deviations from these General Terms and Conditions are fundamentally not possible. In exceptional situations, there may be deviations from these Terms and Conditions if and to the extent that Work Ninjas has explicitly confirmed the deviation(s) in writing.
- d) These General Terms and Conditions also apply to additional, amended and follow-up agreements with the Client. The General Terms and Conditions of the Client shall expressly not apply.
- e) If one or more provisions of these General Terms and Conditions are partially or fully void or voided, the remaining provisions of these General Terms and Conditions will remain in effect, and the void/dismissed

provision(s) will be replaced by a provision with the same intent as the original provision.

- f) Any ambiguity regarding the content, explanation or situations not laid down in these General Terms and Conditions must be assessed and explained in accordance with the letter and spirit of these General Terms and Conditions.

Article 3: The Offer

- a) All offers made by Work Ninjas are without obligation, unless expressly stated otherwise in writing. Work Ninjas is only bound by an offer if the acceptance thereof is confirmed in writing by the Client within one month, unless explicitly stated otherwise in the quotation.
- b) Nevertheless, Work Ninjas has the right to refuse an Agreement with a potential Client for a valid reason for Work Ninjas.
- c) The Offer includes a complete and accurate description of the services offered. The description is sufficiently detailed in order for the Client to properly assess the Offer. Apparent mistakes or errors in the Offer cannot bind Work Ninjas. The specific details in the Offer are only indicative and cannot be a ground for any compensation or dissolution of the Agreement.

Article 4: Establishment of the Agreement

- a) The Service Agreement between the Client and Work Ninjas for the performance of specific activities for the Client is concluded at the moment that the Client has accepted an offer from Work Ninjas and Work Ninjas has confirmed the acceptance.
- b) Work Ninjas can make an offer via the website, by telephone, by email or verbally.
- c) Work Ninjas is not bound by an offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or error.
- d) Work Ninjas does not provide services to consumers. All agreements between the Client and Work Ninjas are therefore business related.

Article 5: Subscription

- a) Once the Client purchases a Subscription, the Client has the right for a period of one month to use the credit chosen by the Client to perform specified work (tasks). After the end of the first month, the subscription will be automatically renewed each time for one month, unless the Client cancels the subscription in a timely manner.
- b) The Client may replenish the credit by purchasing a specified amount of credit. If the credit is used up during the performance of the activities, the Client must replenish the credit in a timely manner before the activities are resumed.
- c) Remaining credit balances will expire after three months, if the Client has not outsourced any work, unless expressly stated otherwise.
- d) Remaining credits can never be refunded unless explicitly stated otherwise.
- e) Either the Client or Work Ninjas may terminate the Subscription in writing, giving 5 business days' notice before the next subscription period begins. In case of



late cancellation, the Subscription will start again the next month and Customer will owe the chosen credit.

- f) Notice of termination must be given in writing via email to hello@workninjas.nl.
- g) Both the Client and Work Ninjas may dissolve the Subscription on the basis of an attributable failure to perform if the other party has been given written notice of default, and has been given a reasonable period of time to perform its obligations, and it has failed to do so attributable. This also includes the payment and cooperation obligations of the Client.
- h) The dissolution of the Subscription does not affect the payment obligations of the Client if Work Ninjas has performed work or delivered services at the time of the dissolution. The Client must pay the agreed fee.
- i) Both the Client and Work Ninjas may dissolve all or part of the Agreement in writing with immediate effect without further notice of default in the event that either party is in suspension of payments, bankruptcy has been filed, or the business concerned terminates by liquidation or other than by merger or reconstruction of the business. If a situation such as the above occurs, Work Ninjas will never be obliged to refund any sum already received and/or pay damages.

Article 6: Performance of the Agreement

- a) Work Ninjas will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- b) The Client shall ensure that all data, which Work Ninjas deems necessary or which the Client should reasonably understand to be necessary for the performance of the Service Agreement, are provided to Work Ninjas in a timely manner. If Work Ninjas has not been provided with the information required to perform the assignment in a timely manner, Work Ninjas has the right to suspend performance of the Agreement and/or charge the Client for the additional costs resulting from the delay in accordance with the usual rates. All specified terms are to be regarded as guidelines, there is never a firm deadline.
- c) Work Ninjas is not liable for any damage incurred, of whatever kind, because Work Ninjas relied on incorrect and/or incomplete information provided by the Client. The time limits stated by Work Ninjas are indicative and are based on the information made available to Work Ninjas by the Client at the time of entering into the Service Agreement.
- d) The Client shall indemnify Work Ninjas against any claims from third parties who suffer damage in connection with the performance of the Agreement and which is attributable to the Client.
- e) Work Ninjas may, if explicitly agreed upon at the time of entering into the Service Agreement, enter into agreements with Supplier on behalf of the Client. To this end, the Client must have issued and signed an adequate power of attorney to Work Ninjas, which expressly states which legal acts, such as entering into agreements, Work Ninjas must perform. This power of attorney can be revoked by the Client at any time in writing. If the power of attorney given is withdrawn by the Client in writing, while Work Ninjas has already

performed (legal) acts under this power of attorney, the costs already incurred can be charged to the Client.

Article 7: Additional Work and Changes

- a) If, during the performance of the Agreement, it turns out that the Agreement needs to be adapted and/or extended, or that further work is required at the request of the Client in order to achieve the desired result of the Client, the Client is obliged to pay for this additional work in accordance with the agreed rate.
- b) If and insofar a fixed price has been agreed for the performance of certain services, and the performance of the Agreement leads to additional work which cannot reasonably be deemed to be included in the fixed price, Work Ninjas is entitled, after consulting the Client, to charge the Client for these costs.
- c) Work Ninjas is not obliged to comply with the request for additional work and can, if necessary, require the Client to conclude a separate Service Agreement.

Article 8: Delivery

- a) If the start, progress or delivery of the services is delayed because, for example, the Client has not or not timely provided all requested information, provides insufficient cooperation, Work Ninjas has not received the advance payment in time or because of other circumstances which are at the expense and risk of the Client, Work Ninjas will be entitled to a (reasonable) extension of the delivery period. If during the Client's delay, prices at the Supplier have changed, the Client shall pay these changed prices. In no circumstances are deadlines firm.
- b) All damages and additional costs resulting from delay due to a cause mentioned in Article a) are at the expense and risk of the Client and Work Ninjas will charge them to the Client.
- c) In the case of a phased performance, or if the Client needs to give approval, Work Ninjas is entitled to suspend the performance of the Agreement until the Client has given their approval.
- d) Work Ninjas will make every effort to provide the services within the agreed period, to the extent that this can reasonably be required. In case of urgency, the Client is obliged to reimburse Work Ninjas for the additional costs involved.
- e) The nature of Work Ninjas' work means that work can only commence once all the necessary information has been provided by the Client. The Client will bear the risk and any (damages) if they have not provided the required information in a timely manner and will expressly indemnify Work Ninjas for all consequences and possible resulting damages for the Client and Work Ninjas.
- f) After delivery or completion, the Client will check whether the service complies with the underlying Agreement. If the Client discovers any inaccuracy or incompleteness, the Client is obliged to inform Work Ninjas thereof as soon as possible. Work Ninjas will be given the opportunity to correct the identified inaccuracy or incompleteness without this being considered that Work Ninjas is in breach of contract.



Article 9: Performance by Supplier

- a) If Work Ninjas mediates in the conclusion of an Agreement between the Client and the Supplier, the Supplier is responsible for the actual performance of the Agreement to the Client. The General Terms and Conditions of the Supplier apply to the Agreement with the Supplier. Work Ninjas is in no way liable for the correct performance of the Agreement by the Supplier.
- b) The Client is obliged to provide the correct information for the performance of the Agreement by the Supplier.
- c) The Client is responsible for the payments arising from the Agreement with the Supplier.
- d) If the Client wishes to cancel an Agreement already concluded with the Supplier, this must be done in accordance with the Terms and Conditions of the Supplier. The Client is obliged to comply with the obligations and Terms and Conditions of the Supplier. Work Ninjas is in no way liable for damage as a result of the cancellation of an Agreement by the Supplier or the Client.

Article 10: Prices

- a) The prices stated in the Offer are exclusive of VAT and other government levies. Any additional costs, such as travel and parking costs, can be charged unless expressly stated otherwise.
- b) If there are services for which there are price fluctuations in the (financial) market over which Work Ninjas has no control, Work Ninjas may offer these services with variable prices. The Offer states that the prices are target prices and can fluctuate.

Article 11: Cancellation of Assignment

- a) The cancellation right with respect to single orders is excluded. If the Client cancels or prematurely terminates a Service Agreement that has already been confirmed, the Client owes Work Ninjas an immediately due and payable amount of €750, exclusive of VAT.
- b) If the amount referred to in Article 1 proves to be disproportionately high, a different claimable amount may be agreed upon in consultation with Work Ninjas.
- c) Notice of cancellation or early termination must be given in writing via email to hello@workninjas.nl.
- d) If Work Ninjas has made the amount of the agreed price for the Assignment to be performed partly dependent on an objectively definable result, and this result cannot be achieved due to premature cancellation by the Client, the Client will be obliged to pay the agreed amount as if the Assignment had been completed.

Article 12: Price Indexation

- a) The prices agreed upon at the time of entering into the Agreement are based on the price level prevailing at that time. Work Ninjas is entitled to annually adjust the fees charged to the Client.
- b) Adjusted prices and rates will be communicated to the Client as soon as possible.

Article 13: Payment and Collection Policy

- a) The Client must meet their payment obligation of the Agreement prior to commencement and on the payment method indicated.
- b) The Client cannot derive any rights or expectations from a previously issued budget, unless the Parties have explicitly agreed otherwise.
- c) The Client is obliged, if requested, to provide sufficient assurance that existing obligations towards Work Ninjas will be met. If any such assurance has become inadequate, the Client shall be obliged, if so requested, to supplement or replace such assurance. A request as referred to above must be made in writing and state the reason for the request. The size of the requested assurance must be in reasonable proportion to the amount of the relevant obligations of the Client.
- d) Work Ninjas has the right to have payments made by the Client go first of all to reduce the costs, then to reduce the interest due and finally to reduce the main amount and the current interest. Work Ninjas may, without thereby being in default, refuse an offer of payment if the Client designates a different order for allocation. Work Ninjas may refuse full repayment of the main sum if it does not also include the interest due and accrued and the costs.
- e) If the Client does not meet its payment obligation, the Client is in default.
- f) From the date that the Client is in default, Work Ninjas will, without further notice of default, claim the statutory (commercial) interest from the first day of default to fully settle and reimburse the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code according to scale from the Decree on Reimbursement for Extrajudicial Collection Costs of 1 July 2012.
- g) If Work Ninjas has incurred more or higher costs that are reasonably necessary, these costs will be eligible for compensation. Any judicial and execution costs incurred are also borne by the Client.

Article 14: Suspension and Dissolution

- a) Work Ninjas is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if the Client fails to meet the (payment) obligations under the Agreement, or fails to do so on time or in full.
- b) Work Ninjas is authorized to dissolve, without judicial intervention, the Agreement(s) it has entered into with the Client, insofar as this/these Agreement(s) have not yet been performed, if the Client fails to properly or timely fulfill their obligations arising from any Agreement entered into with Work Ninjas, as well as in the event of bankruptcy or suspension of payment on the part of the Client.
- c) Work Ninjas is also authorized to dissolve the Agreement or have it dissolved without prior notice if circumstances arise which are of such a nature that performance of the Agreement is impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise which are of such a nature that the unaltered maintenance of the Agreement can no longer be reasonably expected.



- d) If Work Ninjas suspends fulfillment of its obligations, it will retain their rights under the law and Agreement.
- e) Work Ninjas always reserves the right to claim compensation.

Article 15: Transfer of Risk and Indemnification

- a) The risk of loss of or damage to the data and/or items that are the subject of the Agreement shall pass to the Client when they are actually delivered to the Client and thus come under the control of the Client or of third parties to be designated by the Client.
- b) With the exception of intent and/or serious recklessness on the part of Work Ninjas, the Customer shall indemnify Work Ninjas against all claims for all damages related to the use of the services provided by the Supplier.

Article 16: Force Majeure

- a) Work Ninjas is not liable if it is unable to fulfill its obligations under the Agreement due to a force majeure situation, nor can it be held to fulfill any obligation if it is prevented from doing so due to a circumstance that is not due to its fault and for which it cannot be held accountable by law, legal act or generally accepted practice.
- b) Force majeure is in any case understood to mean, but is not limited to, the following under the law and in judicial proceedings: (i) force majeure on the part of suppliers or subcontractors of Work Ninjas, (ii) failure to properly comply with the obligations of suppliers or subcontractors prescribed or recommended to Work Ninjas by the Client and/or Supplier, (iii) the defectiveness of goods, equipment such as computers and laptops, software or materials (from third parties), (iv) government measures, (v) electricity failure, (vi) disruption of the Internet, data network and telecommunications facilities (for example through cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) work strikes, illness at Work Ninjas and (xi) other situations which, in the opinion of Work Ninjas, are beyond its control that temporarily or permanently prevent Work Ninjas from fulfilling its obligations.
- c) Work Ninjas is entitled to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Work Ninjas should have fulfilled its obligation.
- d) The parties may suspend their obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to terminate the Agreement, without any obligation to compensate the other party for damages.
- e) If, at the time force majeure occurs, Work Ninjas has already partially fulfilled its obligations under the Agreement or will be able to fulfill them and the part already fulfilled or still to be fulfilled has independent value, Work Ninjas is entitled to separately invoice the part already fulfilled or still to be fulfilled respectively. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 17: Limitation of Liability

- a) If there is an attributable shortcoming on the part of Work Ninjas, Work Ninjas will only be liable to pay any compensation if the Client has given notice of default to Work Ninjas within 14 days of the discovery of the shortcoming, and Work Ninjas has subsequently failed to remedy this shortcoming within the reasonable period specified in the notice of default. The notice of default must be submitted in writing and contain such a precise description of the shortcoming or the defect that Work Ninjas is able to respond adequately.
- b) If the performance of services and/or orders carried out by Work Ninjas results in liability on the part of Work Ninjas, such liability will be limited to the costs charged in relation to the order (but not exceeding a period of 12 months prior to the notice of default) with respect to direct damages. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery. The liability is furthermore limited to the maximum amount of damage that is paid out by the insurance company per event per year.
- c) If mediation work is involved, Work Ninjas will mediate only between the Client and the Supplier. The relevant Supplier bears all responsibility and is liable for the actual performance of the Agreement between the Supplier and the Client. Work Ninjas is not liable for the (actual) performance of an Agreement between a Client and a Supplier.
- d) Work Ninjas is not liable for consequential damage, including but not limited to: indirect damage, commercial damage, loss of profits and/or losses incurred, missed savings, damage due to business interruption, damage due to delays, damage due to exceeding delivery deadlines and damage due to the use of the services of Suppliers offered by Work Ninjas is excluded.
- e) Work Ninjas strives to keep the Offer on the Website as up to date as possible and cannot be held liable by the Client for the unavailability of a product or service that is offered via/on the Work Ninjas Website.
- f) Work Ninjas is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the website being unavailable for any reason.
- g) The Client shall indemnify Work Ninjas against any claims by third parties, which are related to the performance of the Agreement within the limits of the power of attorney issued by the Client.
- h) Work Ninjas does not guarantee a correct and complete transfer of the content of emails sent by/on behalf of the Work Ninjas, nor the timely receipt thereof.
- i) All claims of the Client for shortcomings on the part of Work Ninjas will be forfeited if they have not been reported to Work Ninjas in writing, stating the reasons, within one year of the Client becoming aware or could reasonably have become aware of the facts on which the claims are based. The liability of Work Ninjas shall in any case expire after a period of one year from the termination of the Agreement between the Parties.



Article 18: Privacy, Data Processing and Security

- a) Work Ninjas handles the (personal) data of the Client and other users of the website(s) with care. If requested, Work Ninjas will inform the data subject accordingly. Questions about the processing of personal data and further information on this subject can be sent by e-mail to hello@workninjas.nl.
- b) If under the Agreement Work Ninjas must provide information security, this security will meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 19: Intellectual Property Rights

- a) All Intellectual Property Rights (IP Rights) and copyrights of Work Ninjas are held exclusively by Work Ninjas and are not transferred to the Client.
- b) The Client is prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents that are subject to Work Ninjas' IP rights and copyrights without the express prior written consent of Work Ninjas. If the Client wishes to make changes to items delivered by Work Ninjas, Work Ninjas must give explicit approval to the intended changes.
- c) The Client is prohibited from using the products on which the intellectual property rights of Work Ninjas rest, other than as agreed in the Agreement.

Article 20: Non-acquisition of staff

The Client shall not employ any staff of Work Ninjas (or of companies engaged by Work Ninjas in the performance of this Agreement and who are (have been) involved in the performance of the Agreement). Nor does he otherwise let them work for him directly or indirectly. This prohibition applies during the term of the Agreement until one year after its termination. There is one exception to this prohibition: parties can make other arrangements in good business consultation. These arrangements apply insofar as they are laid down in writing.

Article 21: Complaints

- a) If the Client is not satisfied with the service or products offered through Work Ninjas' website or otherwise has complaints about the Agreement, the Client is obliged to report these complaints as soon as possible, but no later than 2 weeks after the relevant cause that led to the complaint. Complaints can be reported via hello@workninjas.nl with the subject "Complaint".
- b) The complaint must be sufficiently substantiated and/or explained by the Client in order for Work Ninjas to process the complaint.
- c) Work Ninjas will respond to the complaint as quickly as possible, but no later than 7 days after receipt of the complaint.
- d) Parties will aim to find a joint solution.

Article 22: Applicable Law

- a) Dutch law shall apply to each and every Agreement between user and the client.
- b) Work Ninjas has the right to unilaterally change these general Terms and Conditions.

- c) All disputes arising from or as a result of the Agreement between Work Ninjas and the Client will be settled at the competent court of Rotterdam, location Rotterdam, unless mandatory provisions lead to jurisdiction of another court.

DATA PROCESSING AGREEMENT

Parties

1. Work Ninjas BV, established in Alblasterdam (2952ED) at Stenen Kamer 35, registered with the Chamber of Commerce under number 81567499, hereinafter referred to as "the Processor";
- and
2. The legal entity in the course of a profession or business who enters into an Agreement with Work Ninjas, hereinafter referred to as "the Controller";

Whereas:

- The Controller has assigned the Processor to process the personal data of his/her company under the Principal Agreement which forms an integral part of this Agreement;
- The Processor accepts the assignment to process this personal data and does not process this data for their own purposes;
- The Controller is responsible for the processing of the data by the Processor within the meaning of the General Data Protection Regulation;
- The parties wish to record the agreements made in writing.

Have agreed as follows:

Article 1: The Purpose of Processing

- a) The Processor commits to process personal data under the terms of this Data Processing Agreement on behalf of the Controller. Processing will only take place in the context of the performance of the Service Agreement and this Data Processing Agreement within the meaning of Article 28 (3) of the GDPR.
- b) The Processor is prohibited from processing the personal data for any purpose other than the purpose established by the Controller. The purpose of the processing is to provide the services requested by the Controller as described and recorded in the Principal Agreement. To this end, the following activities are performed: agenda management, client management, creating online marketing campaigns, social media management, booking trips, administration, VAT returns, drafting financial plans, process optimization and automation, maintaining online services and online servers, processing, deleting, adding to and modifying data in databases and CRM systems, designing and building websites, configuring online tools, writing



blogs and articles, copywriting, text revision, concept review, producing and publishing podcasts and videos, conducting online purchases, assisting with product choices, arranging shipments, and any other common tasks that the Controller expressly assigns to the Processor.

- c) The categories of data subjects whose personal data are collected include: (potential) customers / suppliers / employees / applicants of the Controller and/or other individuals or relations of the Controller with whom the Processor comes into contact if he/she processes personal data for the Controller and visitors of the website and other data for which the Controller has given explicit consent.
- d) The categories of personal data processed are: contact, name and address details, email address, employment history, financial data, IP address, interests and/or hobbies, location, physical characteristics of the Controller, passport and/or identification document details and other data for which the Controller has given explicit consent.
- e) The Processor shall not process the personal data for any purpose other than as stated by the Controller. The Controller will inform the Processor of the processing purposes to the extent that they are not already mentioned in this Data Processing Agreement.
- f) The Processor has no authority over the means of the processing and storing of the personal data. The Controller is responsible for determining the purpose and means of the processing and should clearly define this.
- g) Processing will be both manual and automated.
- h) The personal data to be processed on behalf of the Controller shall remain the property of the Controller and/or the affected data subjects.

Article 2: Duration of the Agreement

- a) This Agreement shall be effective upon signing and shall be in effect for the duration of the Principal Agreement (the subscription and/or separate Service Agreement).
- b) This Agreement cannot be prematurely terminated.
- c) Amendments to this Agreement as a result of changes to any underlying Service Agreement, laws or regulations or other relevant circumstances shall only be valid if added to the Data Processing Agreement after consultation and with the express consent of the parties.
- d) This Agreement shall be terminated by operation of law if the Principal Agreement is terminated. The Parties may decide after the expiration of this Agreement to extend the Agreement for a period to be determined.
- e) Once the Agreement is terminated, for whatever reason and in whatever manner, the Processor shall - at the Controller's request - return all personal data on file with it in original or copy format to the Controller, and/or remove and/or destroy such original personal data and any copies thereof within a maximum period of three months. Any costs associated with this shall be at the expense of the Controller.
- f) The terms of confidentiality, liability and dispute resolution shall remain in full force and effect after the termination of this Agreement.

Article 3: Obligations of the Processor

- a) The Processor is obliged to comply with the conditions that are set for the processing of personal data on the basis of applicable laws and regulations, in particular the GDPR and the GDPR Implementation Act.
- b) The Processor is prohibited from enriching their own database(s) and/or files with any (personal) data from the Processor's database(s), except in the case that Processor needs to create temporary database(s) and/or files for the purpose of proper processing of the personal data. The temporary files will be deleted immediately from the moment these temporary files are no longer needed for processing.
- c) The Processor will inform the Controller, upon request, of the measures taken by the Processor with respect to its obligations under this Data Processing Agreement.
- d) If the Controller gives instructions relating to the processing of personal data to the Processor, the Processor must follow these instructions if this is necessary for proper processing except in the event that these instructions are in conflict with laws and regulations and any applicable professional and conduct rules. Only the Processor is authorized to exercise its exclusive judgment in this regard.
- e) All obligations that rest on the Processor also apply to the individuals who process personal data under the authority of the Processor, including employees and third parties engaged by the Processor.
- f) The Processor is responsible for ensuring that only those employees and/or third parties have access to the personal data for which access is necessary for the performance of the Agreement. The employees operate under the responsibility of the Processor.
- g) The Controller has limited access to the personal data at the Processor. The Processor is obliged to cooperate at the request of the Controller with regard to access, audits and/or inspections.
- h) This Agreement is not transferable, unless expressly agreed otherwise.

Article 4: Transfer of Client and Personal Data

- a) The Processor uses external systems to transfer and process Client and Personal Data.
- b) Information about these systems, including their functions and locations, is available at <https://workninjas.nl/conditions-and-privacy/subprocessors/> (as may be updated by Processor from time to time).
- c) The Processor guarantees that, in consideration of the circumstances affecting the transfer of the personal data or a category of data transfers, there is an adequate level of protection in countries outside the European Union.
- d) In particular, when determining an adequate level of protection, the Processor will take into account the duration of the intended processing, the country of origin and the country of final destination, the general and sectoral rules of law applicable in the relevant country, as well as the rules of conduct and security measures observed in those countries.



Article 5: Responsibility of the Processor

- a) The Processor will perform the activities for the Controller under this Agreement as mentioned in Article 1.b of this Agreement.
- b) Processor is solely responsible for the processing of the personal data under this Data Processing Agreement, in accordance with the instructions of the Controller and under the explicit (final) responsibility of the Controller. The Processor is explicitly not responsible for the other processing of personal data, at least including, but not limited to; the collection of the personal data by the Controller, processing for purposes not notified by the Controller to the Processor, processing by third parties and/or for other purposes.
- c) The Controller guarantees that the content, use and assignment to the processing of personal data as intended in this Data Processing Agreement, is not unlawful and does not infringe any rights of third parties.

Article 6: Third Parties

The work of the Processor can be outsourced to third parties. The Processor guarantees these third Party or parties and is personally responsible and liable for damages for all damage caused to the Controller by third Party or parties. All obligations under this Agreement also apply to these third parties.

Article 7: Security Measures

- a) The Processor shall make every effort to take sufficient and appropriate organizational and technical measures against any form of unlawful processing with regard to the processing of personal data carried out by them and that the suppliers of the Processor offer.
- b) The security level of the measures must at least meet a level which is not unreasonable in view of the costs involved, the sensitivity of the personal data concerned and the state of the technology and risks. The Processor does not guarantee that the security measures taken will be effective at all times and under all circumstances. In consultation, the parties can take other additional or further security measures.
- c) The Processor is responsible for taking sufficient appropriate organizational and technical measures to prevent unlawful processing. The Processor has its own responsibility to inform itself and/or its employees and third parties to be engaged in all protocols, the (security) policy and other instructions that enable safe processing.
- d) Processor is only responsible and liable for its part of the processing. The Controller is and remains ultimately responsible for the processing by the Processor.
- e) If there is a leak in the security or data, which may cause damage or adversely affect the protection of the personal data, the Processor must inform the Controller immediately, or at least without unreasonable delay, but within 24 hours after the Processor could reasonably have become aware of this fact. The Processor will then inform the Dutch Data Protection Authority within 72 hours and any Data Subjects as soon as possible about the breach.

- f) Pursuant to the Processor's reporting obligation, the notification of a leak must consist of at least the following components:
 - i) The nature of the personal data breach, specifying where possible the categories of data subjects and personal data concerned and, approximately, the number of data subjects and personal data records concerned;
 - ii) The name and contact details of the Data Protection Officer or any other contact where more information can be obtained;
 - iii) The likely consequences of the Personal Data Breach;
 - iv) The measures proposed or taken by the Processor to address the personal data Breach, including, where applicable, the measures to mitigate any adverse consequences.
- g) The Controller and the Processor must each keep a register of data breaches in accordance with Article 33 (5) of the GDPR. The Processor must document all data breaches, including the facts of the personal data breach, its consequences and the corrective measures taken. Upon request, the Processor will provide the Controller with access to this.
- h) If a breach of the security of the personal data has taken place at the Processor, the Processor and the Controller must take appropriate measures to prevent future incidents and/or breaches. Each party must bear half of the costs, unless it is established that the causing party has acted negligently and/or with intent. The other party can recover its costs (the other 50%) from the causing party.

Article 8: Confidentiality

The Processor and its employees, as well as the third Party or third parties engaged by the Processor, are obliged to maintain the confidentiality of all personal data, sensitive information and/or company data obtained through this Agreement. The duty of confidentiality does not apply if the Controller has given explicit and written permission to the Processor to share this data and information with a third Party, or if there is a legal obligation to provide the data and information to a third Party. After the termination of this Agreement, the parties shall remain obligated to comply with this confidentiality obligation.

Article 9: Rights of Data Subjects

- a) In the event that the Processor receives a request for access from a data subject or a competent authority, the Processor will process this request as soon as possible, but no later than 7 working days and pass on the additional costs thereof to the Controller. If it is not possible to handle the request personally, the request will be forwarded to the Controller within 5 days. If requested, the Processor must cooperate in the performance of the request. The reasonable costs incurred by the Processor for the purpose of cooperation shall be borne by the Controller.
- b) The provisions of Article 9.a shall apply mutatis mutandis if a data subject wishes to assert other rights such as their right to rectification, erasure of data, right



to restriction of processing, right to data portability, right to object and rights in case of automated individual decision-making, as laid down in Sections 3 and 4 of the General Data Protection Regulation.

Article 10: Audit

- a) The Controller may have an expert verify compliance with this Data Processing Agreement, only after it has become apparent that the Processor's audit reports have been found insufficient (no or insufficient clarity on the Processor's compliance with the Data Processing Agreement) and the content of such reports justifies such an audit.
- b) The Controller may conduct an audit of the Processor once a year. The Processor will be informed of this at least one month in advance so that it can inform its suppliers and further arrangements can be made regarding the audit.
- c) The Processor is obliged to cooperate with the audit and shall make all relevant information available as soon as possible, but no later than 14 calendar days after the request for information is received by the Processor. The Processor can be granted a maximum of one month delay to still supply the information.
- d) The findings of the audit are discussed by the parties and, if desired, implemented at one or both parties jointly.
- e) The Controller and the Processor each bear half of the costs for the audit. If after auditing it appears that adjustments are needed in the security measures of the Processor in the broadest sense of the word, the full cost of the security measures (to be taken) shall be borne by the Processor.

Article 11: Liability

- a) The Controller is ultimately responsible for the processing of the personal data and guarantees that the processing is lawful and does not infringe the rights of data subjects. The Processor is not liable for damages resulting from the acts and/or omissions, or failure to comply with laws and regulations by the Controller.
- b) The Processor is not liable for both direct and indirect damage, consequential damage, lost profit, missed savings, reduced goodwill, business interruption and/or damage as a result of claims by the Controller, those involved and/or third parties.
- c) Notwithstanding the provisions of this Article, the Processor is liable for the damage caused by the processing if such processing did not comply with the obligations of the GDPR specifically addressed to the Processor or if it acted contrary to the lawful instructions of the Controller.
- d) The Processor is not liable for the damage if he can prove that he is not in any way responsible for the damage causing fact.

Article 12: Indemnification

- a) The Controller indemnifies the Processor against claims, fines and/or penalty payments made by or on behalf of the Dutch Data Protection Authority and/or other authorities, where it has been established that the breaches are the responsibility of the Controller.

- b) The Processor may claim the fines and/or penalty payments imposed from the Controller if it can be held responsible for the infringements.

Article 13: Dispute Resolution

- a) This Agreement is governed by Dutch law.
- b) All disputes arising between parties arising from or related to or relating to this Data Processing Agreement will be settled by the competent court of the Rotterdam District Court.