

GENERAL TERMS AND CONDITIONS

BIT AGENCY B.V.

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MODULE A – GENERAL

ARTICLE A.1. DEFINITIONS

In these General Terms and Conditions, capitalised terms have the meanings as set out below, both in their singular forms and in their plural forms.

- A.1.1. **General Terms and Conditions:** the provisions set out in this document.
- A.1.2. **Bit Agency:** Bit Agency, a private company with limited liability under Dutch law, having its registered office in Ewijk and registered with the Chamber of Commerce under file number 10031402.
- A.1.3. **Service(s):** the service(s) Bit Agency will provide for the benefit of the Client, which includes, among other things and without limitation:
 - a. Website and software development: Service consisting of the development, configuration and/or adaptation of Works such as websites, corporate identities, applications, layouts, data files, software, documentation, advice, reports, analyses and designs.
 - b. Hosting services, intermediary services in the acquisition of SSL certificates and domain name registration: Service consisting of the storage of material provided by the Client and/or transfer thereof to third parties, such as in the case of web hosting, virtual servers and email services or intermediary services in the acquisition of an SSL certificate and/or domain name.
 - c. Other services as described in Bit Agency's offer or quotation.
- A.1.4. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights and patent rights, as well as rights to know-how.
- A.1.5. **Office Hours:** the time from 9 am to 5 pm CET/CEST on Monday through Thursday and from 9 am to 4 pm CET/CEST on Friday, with the exception of Dutch national holidays.
- A.1.6. **Contract Extras:** any work or other services performed by Bit Agency that do not fall under the contents and/or scope of the work and/or performances agreed upon in the Agreement and/or SLA, or any changes thereto (including amended functional specifications).
- A.1.7. **Client:** the natural person or legal entity, acting in the exercise of a business or profession, with whom or which Bit Agency has entered into an Agreement.
- A.1.8. **Agreement:** any agreement between Bit Agency and the Client on the basis of which Bit Agency provides Services to the Client.

- A.1.9. **Privacy Legislation:** the General Data Protection Regulation (GDPR) and any supplementary European or other legislation (such as implementing rules), as well as any future legislation that should come to apply in addition to or instead of the GDPR.
- A.1.10. **Website:** Bit Agency's website, which can be found at the domain www.bitagency.com.
- A.1.11. **Work(s):** all works, such as websites and applications/web applications, corporate identities, software, concepts, designs, layouts, documentation, advice, reports and other creations of the mind, as well as the preparatory material thereof and the coded or uncoded data carriers on which the Works are stored.
- A.1.12. **Working Days:** Monday through Friday, with the exception of Dutch national holidays.

ARTICLE A.2. APPLICABILITY AND PRIORITY

- A.2.1. These General Terms and Conditions will apply to every quotation submitted or offer made by Bit Agency in respect of Services and will form an integral part of every Agreement.
- A.2.2. The specific modules apply if the requested or offered Services fall under the scope of application described in the module. Where a specific module applies, it will prevail over Module A. In all other respects, the modules apply in addition to each other.
- A.2.3. The definitions as described in Article A.1 apply to all modules of these General Terms and Conditions, unless a meaning is ascribed to them elsewhere in the Agreement and/or the General Terms and Conditions.
- A.2.4. Provisions or terms and conditions stipulated by the Client that deviate from or do not appear in these General Terms and Conditions are only binding upon Bit Agency B.V. to the extent that Bit Agency B.V. has expressly accepted these in writing. The above also applies if the deviation concerns minor aspects of the offer.
- A.2.5. In the event of a conflict between the provisions of the Agreement, the General Terms and Conditions or appendices thereto, the following order of priority will apply:
- i. the Agreement;
 - ii. the Service Level Agreement that has been entered into, if any;
 - iii. any appendices to the Agreement;
 - iv. these General Terms and Conditions.

ARTICLE A.3. QUOTATIONS AND FORMATION OF THE AGREEMENT

- A.3.1. The Agreement is formed after the Client's express written acceptance of the quotation or offer. The Client must sign and return the quotation in writing.
- A.3.2. If the Client does not explicitly indicate that it agrees to the quotation, but nevertheless agrees to Bit Agency carrying out work that falls within the scope of the description of the Services, or creates the impression that it does so, the quotation will be deemed to be accepted. The same applies when the Client requests that Bit Agency carry out certain work, without waiting for a formal quotation.
- A.3.3. Bit Agency's quotations are free of obligation and valid for the time period stated therein. If no time period is stated, the quotation is valid for thirty (30) days after the date on which it was sent.
- A.3.4. If the information provided by the Client at the time of the application or the Agreement proves to be incorrect, Bit Agency is authorised to adjust the prices accordingly and charge this to the Client as Contract Extras.
- A.3.5. The Agreement will run from the moment Bit Agency receives a notice from the Client indicating that it accepts the quotation or from the moment the Client creates the impression of accepting the quotation.

ARTICLE A.4. PERFORMANCE OF THE AGREEMENT

- A.4.1. After its formation, Bit Agency will perform the Agreement to the best of its ability and with due care and professional competence, in accordance with the quotation.
- A.4.2. Delivery terms indicated by Bit Agency are always indicative in nature and will under no circumstances be considered a strict deadline.
- A.4.3. If and where required for the proper performance of the Agreement, Bit Agency is authorised to have certain work performed by third parties. Any unforeseen additional costs relating to the above will only be at the Client's expense if this has been agreed upon in writing in advance.
- A.4.4. The Client is obliged to do everything that is reasonably required and desired to ensure that the Service is performed correctly and in time. In particular, the Client will ensure that any information that Bit Agency has indicated it requires or that the Client may reasonably be expected to understand is required for the provision of the Service is provided to Bit Agency in due time.
- A.4.5. In addition to the information as referred to in Article A.4.4, the Client is obliged to provide Bit Agency with up-to-date contact details for communication between Bit Agency and the Client. In the event that these contact details change, the Client is obliged to inform Bit Agency thereof without delay.
- A.4.6. If the information referred to in Article A.4.4 and A.4.5 is not provided to Bit Agency in due time or the Client otherwise fails to comply with its obligations, Bit Agency will be authorised to suspend compliance with its obligations without this resulting in it being obliged to pay any compensation.
- A.4.7. The Client cannot demand exclusivity with regard to a Service provided by Bit Agency. Unless otherwise agreed in writing, Bit Agency may serve direct competitors of the Client as well.

ARTICLE A.5. CONTRACT EXTRAS

- A.5.1. Any changes to the Service, whether at the Client's request or as a result of the fact that, due to unforeseen external circumstances, an alternative performance is absolutely essential, will be deemed to be Contract Extras if additional costs are involved. These will be invoiced to the Client accordingly.
- A.5.2. The right as referred to in the preceding paragraph is subject to the condition that Bit Agency has informed the Client of the circumstances and additional costs referred to in that paragraph in due time. If the Client does not agree to the relevant additional costs, it will have the right to cancel those Contract Extras that have not been carried out yet, though without the right to restitution or remission of the costs of any completed Contract Extras.

ARTICLE A.6. INTELLECTUAL PROPERTY RIGHTS

- A.6.1. Unless otherwise agreed in writing, all Intellectual Property Rights to all of the Works developed or made available by Bit Agency as part of the Agreement are vested exclusively in Bit Agency or its licensors.
- A.6.2. The Intellectual Property Rights with regard to the open-source software and/or other Works Bit Agency uses are vested in the developer of those Works or another entitled party. Such rights can under no circumstances be transferred to the Client. The Client itself is responsible for compliance with the open-source software licences and indemnifies Bit Agency against third-party claims regarding compliance with these licences.
- A.6.3. The Client will exclusively acquire the user rights and powers expressly assigned in writing under these General Terms and Conditions, the Agreement or otherwise, and the Client will refrain from reproducing these Works or making these public in any other respect. The above does not apply if Bit Agency has indisputably erroneously failed to

assign such right to the Client in an explicit manner. However, Bit Agency will at all times only be required to provide the source code and/or source files of Works if this is expressly agreed upon.

A.6.4. Unless otherwise agreed in writing, the Client is forbidden from removing, rendering illegible, hiding or modifying any indication relating to Intellectual Property Rights from the Works, which includes references relating to the confidential nature and secrecy of the Works.

A.6.5. Bit Agency is allowed to take technical measures to protect its Works. If Bit Agency has secured these Works by means of technical protection, the Client is forbidden from removing or circumventing the relevant protection. If the Client wishes to check Bit Agency's software and systems for security issues or vulnerabilities or have a third party do so, it can only do so with Bit Agency's prior written permission. To that end, the parties will enter into the pen test agreement Bit Agency has drawn up.

ARTICLE A.7. PRICES AND PAYMENT

A.7.1. All Bit Agency's prices are stated in euros and are exclusive of turnover tax and other duties levied by the government.

A.7.2. Bit Agency is authorised to invoice electronically and in advance. All invoices must be paid within thirty days of the invoice date. If the Agreement is performed in several stages, Bit Agency is authorised, though never obliged, to invoice every stage separately. The Client will accordingly receive a partial invoice for every stage.

A.7.3. Bit Agency is authorised to increase the prices on an annual basis, either by a maximum of 5 per cent or according to the relevant CBS price index, without this resulting in the Client being entitled to terminate the agreement.

A.7.4. Bit Agency may at any time increase the prices with immediate effect in connection with changes in its suppliers' rates for products or services that are proportionally passed on to the Client, without this resulting in the Client being entitled to terminate the Agreement.

A.7.5. If Bit Agency increases the prices in circumstances other than those referred to in this Article, the Client will be entitled to terminate the Agreement with effect from and no later than up to the date on which the price increase takes effect.

A.7.6. The Client is not authorised to offset any of its payment obligations against any amount owed by Bit Agency, on whatever basis. In addition, the Client is expressly not authorised to deduct withholding tax from the amounts owed to Bit Agency.

A.7.7. In the event that, for a Client established outside of the European Union, Bit Agency is required to perform additional activities in order to provide its Services, such as completing government forms, Bit Agency will be authorised to charge the associated costs to the Client. In such case, Bit Agency is furthermore authorised to charge any government levies that should be imposed on Bit Agency to the Client.

A.7.8. If the Client fails to pay an invoice within the payment term, the Client will be in default by operation of law, without any prior demand for payment or notice of default being required. In such a case, Bit Agency will be entitled to charge the statutory interest rate applicable to commercial transactions on that amount or, if this is higher, an interest of two per cent a month.

A.7.9. If, following a demand for payment or notice of default, the Client continues to fail to pay the invoice amount, Bit Agency will be authorised to refer the claim for collection and/or suspend provision of the Services until the outstanding amounts have been paid in full. In such case, both the legal and extrajudicial costs (including lawyer's fees, the costs of legal experts, bailiff's costs and the costs of debt collection agencies) will be at the Client's expense.

- A.7.10. If Bit Agency has reasonable doubts regarding the Client's ability to comply with its payment obligations, Bit Agency is authorised to request a bank guarantee or surety or require a reasonable security deposit.
- A.7.11. Fees for the provision of the Services are stated in the quotation submitted by Bit Agency. All prices are stated in euros, excluding VAT.
- A.7.12. If the Agreement is a continuing performance contract, the amounts owed will – unless otherwise agreed in writing – be invoiced to the Client on an annual basis, prior to the new term.
- A.7.13. If Bit Agency has made no offer and submitted no quotation, the fees for the Services to be provided will be determined retrospectively and rounded up to the nearest half hour. The retrospective calculation will, in principle, take place on the basis of the hourly rate. To the extent possible, Bit Agency will communicate the hourly rates before the work is performed.
- A.7.14. Bit Agency is authorised to adjust the prices upon every extension of the Agreement. However, if a supplier of Bit Agency increases its prices in the interim, Bit Agency will be entitled to charge this increase on to the Client on a 1-to-1 basis, with immediate effect. Bit Agency will communicate any price changes in writing.
- A.7.15. Bit Agency is authorised to amend the price conditions in the interim and send the Client an additional invoice if it is established that, as a result of organisational changes, the Client no longer meets the conditions on the basis of which it was graded upon entry into this Agreement.

ARTICLE A.8. PAYMENT CONDITIONS

- A.8.1. Bit Agency will invoice the Client for the amounts owed by the Client. Bit Agency may send electronic invoices to the email address of the Client that is known to Bit Agency. Bit Agency is authorised to invoice amounts owed on a periodical basis, prior to delivery of the Services.
- A.8.2. Unless otherwise agreed in writing, invoices are subject to a payment term of thirty (30) days from the invoice date.
- A.8.3. If, fourteen (14) days after expiry of a payment term, the Client has still not paid an invoice in full, it will automatically be in default without a notice of default being required.
- A.8.4. In the event of late payment, the Client is obliged to pay any and all legal and extrajudicial collection costs – including the full lawyer's fees involved – in addition to the amount payable and the interest due.
- A.8.5. Unless the Client is a consumer, the Client may not rely on suspension, settlement or deduction.
- A.8.6. In the event that the Client fails to comply with any obligation under the Agreement, Bit Agency will be authorised to reclaim delivered Works, without prejudice to Bit Agency's right to compensation of loss, lost profit and interest.
- A.8.7. A claim for payment is immediately due and payable in the event that the Client is declared bankrupt, is put into liquidation or applies for a moratorium, attachment is levied on all of the Client's assets or the Client dies, is wound up or dissolved.
- A.8.8. In the circumstances referred to above, Bit Agency is furthermore entitled to terminate or suspend performance of the Agreement or any part thereof that has not yet been performed, without notice of default or judicial intervention being required and without this causing the Client to be entitled to compensation of any loss it should suffer as a result.
- A.8.9. If the Client is of the opinion that an invoice is fully or partially incorrect, the Client must send Bit Agency a written, substantiated objection in respect thereof within the payment term. Bit Agency will investigate the contested part of the invoice. However,

this does not release the Client from the obligation to pay the uncontested portions of the invoice within the original payment term.

A.8.10. If, following payment, an amount on an invoice proves to be too high, Bit Agency will repay the excess at the Client's first request.

ARTICLE A.9. LIABILITY

A.9.1. Bit Agency's total liability towards the Client in connection with an attributable failure in the performance of the Agreement, an unlawful act or otherwise is limited to compensation of direct loss. Direct loss must solely be understood to be loss consisting of:

- a. direct damage to tangible objects ('property damage');
- b. the reasonable and demonstrable costs the Client has incurred in urging Bit Agency to properly perform the Agreement (again);
- c. the reasonable costs incurred in determining the cause and extent of the loss, insofar as it relates to direct loss as referred to here;
- d. the reasonable and demonstrable costs incurred by the Client in preventing or minimising the direct loss as defined in this article;
- e. the reasonable and demonstrable costs incurred by the Client in ensuring that the performance complies with the Agreement.

A.9.2. Without prejudice to the preceding provisions, any other form of liability on Bit Agency's part is expressly excluded. Per year, Bit Agency's liability for direct loss as referred to in this article is limited to the amount (excluding VAT) the Client owed Bit Agency pursuant to the Agreement in the three months prior to the event that caused the loss. Under no circumstances will the total compensation for any loss exceed EUR 25,000 per year.

A.9.3. Any limitations of Bit Agency's liability as contained in the Agreement will cease to apply insofar as any loss is the result of intent or deliberate recklessness on the part of Bit Agency's management, or in the event of death or physical injury.

A.9.4. Bit Agency can be held liable for an attributable breach of the Agreement only if the Client promptly gives Bit Agency proper notice of default In Writing, stating a reasonable time period in which Bit Agency is to remedy the breach, and Bit Agency continues to attributable fail to comply with its obligations even after that period. The notice of default must describe the non-compliance in as much detail as possible in order to enable Bit Agency to provide an adequate response.

A.9.5. Any right to claim compensation will at all times be subject to the condition that the Client notify Bit Agency of the loss, in writing, within 30 days of it being discovered.

A.9.6. The Client will indemnify Bit Agency against any third-party claims that should arise as a result of the Client breaching the Agreement.

ARTICLE A.10. FORCE MAJEURE

A.10.1. Neither party may be obliged to perform any obligation if a circumstance beyond the parties' control, that could not or should not have been foreseen when the Agreement was entered into, negates every reasonable opportunity to perform. Bit Agency cannot be held liable for any loss suffered as a result thereof.

A.10.2. Force majeure includes but is not limited to: failures of a public infrastructure that is normally available to Bit Agency and on which the delivery of the Services depends, but over which Bit Agency has no actual control or in respect of which Bit Agency cannot require compliance with a contractual obligation to perform, such as Internet networks with which Bit Agency has not entered into a contract; failures of Bit Agency's infrastructure and/or Services caused by computer crimes, such as DOS or DDOS attacks or successful or unsuccessful attempts to circumvent network security or systems security; failures on the part of Bit Agency's own suppliers that Bit Agency could not have foreseen and for which Bit Agency is unable to hold its supplier liable, for example

because force majeure similarly applied to the relevant supplier; defective items, equipment, software or other source material, the use of which has been stipulated by the Client; unavailability of staff/secondes (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks; and civil commotion.

- A.10.3. If a force majeure situation lasts longer than sixty (60) days, either party will be entitled to terminate the Agreement with immediate effect, in writing, without this resulting in any obligation to undo.

ARTICLE A.11. CONFIDENTIALITY

- A.11.1. The parties will treat the information they provide each other before, during or after the performance of this Agreement as confidential if such information has been marked as confidential or if the receiving party is aware or should reasonably be able to assume that the information was intended to be confidential. The parties will similarly impose this obligation on their employees, as well as on any third parties that they have engaged to perform the Agreement.
- A.11.2. Bit Agency will not access data stored by the Client and/or distributed by the Client via Bit Agency's systems, unless this is required for the proper performance of the Agreement or Bit Agency is obliged to do so pursuant to a legal provision or court order. In such case, Bit Agency will – to the extent that this is within its power – make every effort to limit access to the information as much as possible.
- A.11.3. The duty of confidentiality also remains in force after termination of the Agreement for whatever reason and for as long as the party providing the information can reasonably claim that the information is confidential in nature.

ARTICLE A.12. DURATION AND CANCELLATION

- A.12.1. The Agreement will be entered into for the term stated in the quotation. If no term has been stated, the Agreement will be entered into for a term of twelve (12) months or for the term required to provide the Service. The Agreement can only be terminated early as stipulated in these General Terms and Conditions or by mutual agreement.
- A.12.2. Should the Agreement be a continuing performance contract, and not be cancelled through written termination before the end of the above-mentioned period, with due observance of a three-month notice period, it will be automatically renewed for the same period, unless otherwise agreed in writing.
- A.12.3. Bit Agency may suspend performance of or cancel the Agreement with immediate effect, in writing, if at least one of the following extraordinary grounds applies:
- a. The Client has failed to comply with a material obligation.
 - b. A petition has been filed for the liquidation of the Client's business.
 - c. The Client has applied for a moratorium.
 - d. The Client's activities are discontinued or wound up.
- A.12.4. If Bit Agency suspends compliance with its obligations, this will not affect its statutory rights or rights under the Agreement, including the right to payment for the Services that it has suspended.
- A.12.5. If the Agreement is terminated or cancelled, all Bit Agency's claims on the Client will become due and payable immediately. In the event that the Agreement is cancelled, the amounts already invoiced for the services already performed will remain payable without any obligation to undo. In the event that the Client cancels the Agreement, the Client may only cancel that portion of the Agreement that Bit Agency has not yet performed. If cancellation is attributable to the Client, Bit Agency is entitled to compensation for the loss arising as a result thereof, whether directly or indirectly.
- A.12.6. The right to suspend in the above circumstances applies to all the Agreements entered into with the Client simultaneously, even if the Client is only in default with regard to

one Agreement, without prejudice to Bit Agency's right to compensation of loss, lost profit and interest.

ARTICLE A.13. AMENDMENT OF THE AGREEMENT

- A.13.1. Bit Agency is authorised to amend these Terms and Conditions, as well as all or parts of the Services, in the interim, provided that it announces the proposed amendments to the Client, by email, no later than thirty (30) days in advance. Changes of minor significance, changes that are necessary due to amended laws and regulations and changes that benefit the Client may be implemented at all times.
- A.13.2. If the Client objects to the changes within thirty (30) days of the announcement thereof, Bit Agency will reconsider the amendments and revoke these if it deems the objection justifiable.
- A.13.3. However, if Bit Agency proceeds with the amendments despite the Client's objection, the Client will be entitled to terminate the Agreement with effect from the date on which the amendments enter into force.

ARTICLE A.14. MISCELLANEOUS PROVISIONS

- A.14.1. The Agreement is subject to Dutch law.
- A.14.2. Any disputes that should arise in connection with the Agreement will be submitted to the competent court of the district in which Bit Agency has its registered office.
- A.14.3. In these General Terms and Conditions, the term 'written'/'in writing' also includes email communication, provided that the identity of the sender and the integrity of the content have been sufficiently established.
- A.14.4. If any provisions in the Agreement are declared null and void, this will not affect the validity of the entire Agreement. In such case, the parties will stipulate a new provision or new provisions to replace any such provisions, reflecting the purport of the original Agreement and the General Terms and Conditions as much as legally possible.
- A.14.5. Any information and announcements on the Bit Agency Website and quotations, including price indications, are subject to programming and typing errors. In the event of any inconsistencies between the Website and the Agreement, the Agreement will prevail.
- A.14.6. Subject to the Client providing evidence to the contrary, Bit Agency's log files and other administrative records, whether or not electronic, constitute conclusive evidence of Bit Agency's statements, and the version of any electronic communication or other communication received or stored by Bit Agency is considered authentic.
- A.14.7. At all times, the parties will inform each other in writing without delay of any changes in name, postal address, email address and telephone number, as well as – if requested – bank and giro account numbers.
- A.14.8. Either party is authorised to assign its rights and obligations under the Agreement to a third party that takes over the Service or the relevant business activity from it.

MODULE B – WEBSITE AND SOFTWARE DEVELOPMENT

In the event that the Service includes development, configuration and/or adaptation of Works such as websites, applications, corporate identities, layout, data files, software, documentation, advice, reports, analyses and designs, the provisions in this module apply in addition to the General Terms and Conditions.

ARTICLE B.1. DEVELOPMENT OF WORKS

- B.1.1. Bit Agency will develop Works on the instruction of the Client on the basis of a so-called agile development method. This means that the parties will jointly endeavour to realise the software envisioned by the Client in parts, on the basis of agreed processes and wishes that are subject to change. This differs from programming based on a pre-determined list of specifications.
- B.1.2. Before Bit Agency performs work within the framework of the development of Works on the Client's instruction, the parties will agree on the hourly rate Bit Agency will charge and how these hours will be charged to the Client in writing. Unless the parties have agreed otherwise, Bit Agency will charge the hours spent by it to the Client at the end of every month, on the basis of retrospective calculation.
- B.1.3. Once the parties have agreed on the hourly rate Bit Agency will charge and how these hours will be charged to the Client, Bit Agency is authorised to spend hours on the work to be performed within the framework of the development of Works based on its professional insight. The above-mentioned work may – among other things – consist of conversations and arrangements with the Client as well as conducting preliminary and other research, programming work and implementation activities.
- B.1.4. If the Client has purchased a certain number of hours of work from Bit Agency or the parties have agreed on a maximum number of hours, Bit Agency will stop performing the work when the number of hours purchased has been spent or the maximum number of hours has been reached. In the event that that which Bit Agency has developed at that stage does not or not completely correspond with the software envisioned by the Client, or if the Client has new wishes, the parties can agree on additional hours Bit Agency will spend on performing work to develop the relevant software further.
- B.1.5. Prior to the development, the parties will in mutual consultation determine the specifications that are to be at the basis of the Works to be developed. To the extent possible, the manner of development and the Works to be realised will be described in the quotation.
- B.1.6. If the development requires the Client to provide Bit Agency with source materials, the Client will at all times guarantee that it has all the licences required for the provision to and the intended use by Bit Agency. The Client indemnifies Bit Agency against third-party claims with regard to violation of these rights. The Client is aware of the fact that, in providing the Services, Bit Agency will not look into compliance with patents, and Bit Agency can therefore not be held responsible or liable for unintentional infringement of patents by the Services.
- B.1.7. Bit Agency is authorised but will under no circumstances be obliged to look into the correctness, completeness or coherence of the source materials, requirements or specifications made available to it and to suspend performance of the agreed work upon discovery of any faults until the Client has remedied the faults in question.
- B.1.8. When developing, configuring or adjusting Works, Bit Agency is authorised to make use of third-party illustrations, software and components, including stock photographs and open-source software, unless otherwise agreed.

- B.1.9. Bit Agency will make every effort to provide good-quality support for the Works developed by it.
- B.1.10. Bit Agency will keep itself available for a reasonable level of remote customer support via telephone or email during regular Working Hours.
- B.1.11. Bit Agency is allowed to incorporate its name in the Works. If the Client objects to this in writing, Bit Agency will remove its name free of charge.
- B.1.12. The Client is responsible for the proper functioning of third-party software that is linked to the Services and the data processed using such third-party software. Bit Agency has only limited influence on the functioning of such links. The Client is aware of the fact that the links can have a negative influence on the functioning of the Services.
- B.1.13. The Client itself is and will at all times be responsible for ensuring that the Works to be developed comply with the applicable laws and regulations. The placement of any legal documentation that may be required, such as disclaimers and privacy and cookie statements, is the responsibility of the Client as well.

ARTICLE B.2. PLANNING AND WISHES

- B.2.1. This article describes the work methods the parties will use in the development of Works in further detail. As the parties will be working on the basis of an agile development method, the work method as described below does not have to be followed in the order as described herein.
- B.2.2. Once the parties have agreed on the hourly rate Bit Agency will charge and how these hours will be charged to the Client, Bit Agency will appoint a person who, whether or not jointly with the Client, will clarify the Client's wishes to Bit Agency's developers. The person acting on behalf of Bit Agency as described above will also be referred to as the 'Product Owner' who, where possible, will communicate a planning to the Client.
- B.2.3. The Client must communicate its wishes and any information that is relevant to it to Bit Agency no later than two weeks before the week in which Bit Agency's programming activities are to commence. Under no circumstances may the wishes that are communicated be interpreted as a definitive description of that which Bit Agency will deliver.
- B.2.4. If the Client has failed to communicate its wishes to Bit Agency in accordance with the preceding paragraph, Bit Agency can:
 - a. suspend performance of any programming activities that have already been planned and give the Client the opportunity to add to the information and wishes, in which case the parties can reschedule the commencement of the performance of the programming activities once the required additional information has been provided; or
 - b. commence with the performance of the programming activities based on any incomplete information and wishes that have already been communicated, whether complete or incomplete, in which case Bit Agency cannot be held to any agreed planning.
- B.2.5. Before Bit Agency performs programming activities, Bit Agency may choose to have the Client's wishes assessed, for example for complexity and feasibility. Before performing programming activities, Bit Agency may, in addition, choose to spend hours on technical research or other research.

ARTICLE B.3. SPRINTS

- B.3.1. The parties will in mutual consultation agree on time periods within which, whether or not in collaboration with the Client, Bit Agency will make every effort to perform the programming activities (also referred to as 'sprints'). Planned programming activities can only be postponed or cancelled in mutual consultation with Bit Agency and with Bit

Agency's written agreement. Bit Agency may make the postponement or cancellation of activities subject to conditions.

- B.3.2. Prior to a sprint, Bit Agency will determine which wishes of the Client it intends to realise, and it will subsequently perform the agreed programming activities during the relevant sprint.
- B.3.3. If, during the development of the Works, it is established that it is impossible for Bit Agency to develop certain wishes of the Client, Bit Agency may – at its own discretion – choose to discontinue the development of the relevant wish. Bit Agency will subsequently communicate this to the Client, after which the parties will decide whether to scrap or simplify the relevant wish in mutual consultation.
- B.3.4. After the sprint has come to an end, the parties will discuss the result and determine (1) whether that which has been developed complies with the wishes phrased in advance by the Client, (2) whether the relevant sprint needs to be extended in order to improve that which has been developed and (3) whether a new sprint needs to be planned in order to make adjustments to that which has been developed.
- B.3.5. Programming activities will be performed during Office Hours. If Bit Agency performs work for the benefit of the Client outside of Office Hours, the Client will pay Bit Agency 200% of the usual hourly rate for this overtime.
- B.3.6. If Bit Agency is required to carry out work at a location other than its usual location (such as at the Client's site), Bit Agency is authorised to charge the Client additional costs for this. These costs may include: travel expenses, travel insurance and other insurance costs, the costs of accommodation and the costs of food and drinks. Bit Agency and the Client will make every effort to agree on such costs in advance.

ARTICLE B.4. TESTS AND TEST ENVIRONMENT

- B.4.1. If and insofar as this has been agreed in writing, the Client will be given the opportunity to test the Works in a test environment before the Works are delivered. In such case, Bit Agency will give the Client access to the test environment by sending a location (URL) and – where required – the login details.
- B.4.2. The Client is aware of the fact that the test version is not suitable for production purposes of any form. Consequently, using the test environment for this purpose is not allowed.
- B.4.3. Unless otherwise agreed in writing, Bit Agency is not obliged to transfer the data stored in the test environment to a production environment.
- B.4.4. Bit Agency will under no circumstances be liable for loss and/or publication of the data stored in the test environment.
- B.4.5. The Client is aware of the fact that the Work can send communications (such as email) to the indicated addresses. Bit Agency is not liable for such communication.
- B.4.6. Bit Agency provides no guarantee with regard to the availability, completeness and correct operation of the test environment.

ARTICLE B.5. DELIVERY AND TRANSFER OF RISK

- B.5.1. Bit Agency will deliver the Works, or parts thereof, that are to be developed or modified, when, according to its professional opinion, these meet the specifications or are suitable for use.
- B.5.2. Delivery will consist of the Works being made available in an environment that has been agreed between the parties or, in the absence of such agreement, an environment designated by Bit Agency.
- B.5.3. Unless otherwise agreed in writing, the Client must subsequently test that which has been delivered within ten (10) Working Days and provide Bit Agency with feedback. The Client will carry out the acceptance test with qualified personnel and with sufficient scope and depth.

- B.5.4. If the Client provides Bit Agency with feedback on the developed software, the parties will discuss this feedback. The Client can subsequently request that Bit Agency spend hours on any adjustments that may need to be made.
- B.5.5. The Client itself is fully responsible for the developed software and the use thereof in the event that: (i) the Client starts using the developed software, (ii) Bit Agency has made the source code of the developed software available to the Client and (iii) at the Client's request, Bit Agency has put the developed software in a production environment. In addition, Bit Agency is expressly not responsible or liable for any errors or loss in the event that the Client or a third party engaged by the Client has made changes to the software developed by Bit Agency.
- B.5.6. Any desired changes to the Works must be communicated by the Client in a point-by-point written overview. Bit Agency will subsequently determine whether the work involved is covered by the Agreement or will be quoted separately as being Contract Extras.

ARTICLE B.6. INSTALLATION

- B.6.1. If this is part of the Agreement, Bit Agency will install and configure the Works, software to be agreed or other data on hardware, in software and in network environments to be designated by the Client. The Client is solely and fully responsible for the selection, purchase and management of such hardware, software and network environment. Bit Agency will provide instructions with regard to the desired configuration. If the designated environment does not meet Bit Agency's requirements, Bit Agency will be authorised to refuse the installation or configuration.
- B.6.2. If so requested by Bit Agency, the Client will grant Bit Agency employees and auxiliary staff any access to the environment they may require in order to enable the installation, configuration, maintenance and modification of the software. Physical access to hardware will only be granted if so required and subject to prior consultation with the Client.
- B.6.3. Upon request, Bit Agency will inform the Client of the system requirements, but it can under no circumstances be held responsible and liable for the operation of the Works on the Client's systems or those of a third party engaged by the Client (which must be understood to include a hosting provider). In addition, Bit Agency will not be obliged to make changes to the Works for the benefit of making these work on the Client's above-mentioned systems. However, insofar as it considers this reasonable, Bit Agency will assist in finding a fitting solution. This is at Bit Agency's discretion.

ARTICLE B.7. CONTRACT EXTRAS

- B.7.1. Changes made in connection with new or changed insights that have arisen during the development process will be considered Contract Extras. However, this is at Bit Agency's discretion.
- B.7.2. Bit Agency will indicate clearly and in advance which work must be considered Contract Extras. In addition, Bit Agency will communicate the costs associated with the Contract Extras.

MODULE C – HOSTING AND RELATED SERVICES

If the Service includes storage and/or transfer of material provided by the Client to third parties, such as in the case of web hosting, virtual servers and email services or intermediary services, the provisions in this module apply in addition to the General Terms and Conditions.

ARTICLE C.1. PERFORMANCE OF THE SERVICE

- C.1.1. In accordance with the provisions of this module, Bit Agency will make every effort to realise good and uninterrupted availability of the Service and the associated systems and networks and to realise access to the details the Client has stored through these.
- C.1.2. Bit Agency will keep itself available for a reasonable level of remote customer support by telephone or email during Office Hours.
- C.1.3. The Client hereby grants Bit Agency an unlimited licence to distribute, store, forward or copy all materials supplied by the Client on the Bit Agency systems, in a manner deemed appropriate by Bit Agency, but solely to the extent that this is reasonably required for the purpose of Bit Agency's performance of the Agreement.
- C.1.4. All changes with regard to the Services, whether made at the Client's request or as a result of the fact that, due to whatever circumstances, an alternative performance is required, will be considered Contract Extras if these involve additional costs and contract reductions if these result in a reduction in costs. These will be invoiced to the Client accordingly.
- C.1.5. Unless otherwise agreed in writing, the Client is forbidden from reselling the Service to third parties.
- C.1.6. Bit Agency will not access data stored by the Client and/or distributed by the Client via Bit Agency's systems, unless this is required for the proper performance of the Agreement or Bit Agency is obliged to do so pursuant to a legal provision or court order. In such case, Bit Agency will – to the extent that this is within its power – make every effort to limit access to the information as much as possible.
- C.1.7. Bit Agency will regularly create back-up files of the data stored by the Client on Bit Agency's systems and make these back-ups available to the Client at the Client's request, at a fee. Unless otherwise agreed, reserve copies will automatically be created and tested by means of spot checks to ensure that they function properly. In such case, Bit Agency does not guarantee that every reserve copy works properly and can be fully restored. These spare copies can be destroyed at any time after termination or cancellation of the Agreement. The Client is responsible for requesting a spare copy in the event of termination or cancellation.

ARTICLE C.2. RULES OF CONDUCT

- C.2.1. The Client is forbidden from using the Service to violate Dutch law or other laws and regulations that apply to the Client or Bit Agency or to violate the rights of other parties.
- C.2.2. Regardless of whether this is legal, Bit Agency forbids using the Services to offer or spread materials that:
 - a. are indisputably primarily intended to aid others in infringing the rights of third parties, such as websites that exclusively or mainly contain hack tools or provide information on computer crime with the obvious intention of – rather than enabling the reader to defend against such crimes – enabling the reader to commit the crime described or have a third party do so;
 - b. are indisputably libellous, defamatory, insulting, racist or discriminatory or incite hatred;
 - c. contain child pornography or bestiality pornography or obviously aim to assist others in locating such materials;

- d. violate the privacy of third parties, which in any case includes but is not limited to distributing third-party personal data without permission or necessity or repeatedly harassing third parties with unwanted communications;
 - e. contain hyperlinks, torrents or references to (the location of) material that indisputably infringes copyright, neighbouring rights or portrait rights;
 - f. contain unsolicited commercial, charitable or non-commercial communications; or
 - g. contain malicious content, such as viruses or spyware.
- C.2.3. The Client will refrain from hindering other clients or Internet users or inflicting damage on the systems or networks of Bit Agency or other clients. The Client is forbidden from starting up processes or programs using Bit Agency's systems or otherwise, which the Client knows or can reasonably assume will hinder or cause a loss to Bit Agency, its clients or Internet users.
- C.2.4. If, in Bit Agency's opinion, the operation of the computer systems or network of Bit Agency or third parties and/or the services provided through the Internet are hindered or damaged or otherwise at risk, in particular as a result of the transmission of excessive amounts of email or other data, denial-of-service attacks or distributed denial-of-service attacks, inadequately secured systems or virus activities, Trojan horses and similar software, Bit Agency is authorised to take any reasonable measures it deems necessary to avert or prevent such risk. Bit Agency may recover the costs that are reasonably associated with these measures from the Client.

ARTICLE C.3. COMPLAINTS PROCEDURE

- C.3.1. If Bit Agency receives a complaint about the Client having acted in violation of the preceding article, or Bit Agency itself comes to the conclusion that this appears to be the case, Bit Agency will inform the Client of the complaint or violation as soon as possible. The Client will respond as soon as possible, after which Bit Agency will decide on the measures to be taken.
- C.3.2. If Bit Agency is of the opinion that there has been a violation, it will block access to the relevant material, without removing this material definitively (unless this proves to be technically impossible, in which case Bit Agency will create a back-up). Bit Agency will make every effort to ensure that this does not affect other materials. Bit Agency will inform the Client of the measures taken as soon as possible.
- C.3.3. Bit Agency will at all times be authorised to report any criminal acts discovered. In addition, Bit Agency is authorised to provide the Client's name, address and other identifying data to a third party that has complained that the Client has infringed its rights or has violated these General Terms and Conditions, provided that the accuracy of the relevant complaint is sufficiently plausible and the third party has a clear interest in being provided with these data.
- C.3.4. While Bit Agency will make every effort to act with due care and as reasonably and adequately as possible following complaints concerning the Client, Bit Agency can under no circumstances be held liable for loss arising from the measures referred to in this article.
- C.3.5. In the event of repeated complaints about the Client or the information stored by the Client, Bit Agency will be authorised to terminate the Agreement.

ARTICLE C.4. STORAGE AND DATA LIMITS

- C.4.1. Bit Agency may impose a maximum limit on the amount of storage space the Client may use each month within the framework of the Service.
- C.4.2. Unless otherwise agreed in writing, unused storage space, bandwidth and/or data traffic cannot be transferred to a subsequent period.
- C.4.3. In the event that the Client exceeds the applicable limits, Bit Agency is authorised to – after sending the Client at least one warning concerning the relevant limits being

exceeded – charge the Client an additional amount per data unit (e.g. MB or GB) up to the amount of the excess, based on the amounts on the then applicable price list.

C.4.4. Subject to the Client providing evidence to the contrary, Bit Agency's log files and administration will be considered conclusive evidence of the Client's actual use and will therefore be decisive.

C.4.5. Bit Agency accepts no liability for the consequences of the Client not being able to send, receive, store or modify data if the agreed storage space or data traffic limited has been exceeded.

C.4.6. Where an excessive amount of data traffic is due to an external cause (such as a denial-of-service attack or distributed denial-of-service attack), Bit Agency is authorised to charge the costs to the Client in accordance with the principles of reasonableness and fairness, after prior consultation with the Client.

ARTICLE C.5. EMAILINGS AND NEWSLETTERS

C.5.1. If the Service includes Bit Agency sending electronic communication for the benefit of the Client, including but not limited to sending newsletters or advertising messages by email, the provisions in this article apply as well.

C.5.2. The Client declares that all the email addresses provided by it or other contact details that are to be used are correct and that the relevant recipients have explicitly and unambiguously agreed to receiving the relevant messages, or that, pursuant to the law, these may be sent without permission. At Bit Agency's request, the Client will submit proof thereof without delay.

C.5.3. The Client will indemnify Bit Agency against any third-party claims, penalties and other sanctions imposed by supervisory authorities that Bit Agency should receive as a result of Bit Agency sending these messages.

C.5.4. Bit Agency is authorised to suspend the dispatch of these messages if, during that process, it receives complaints from recipients claiming that these messages have been sent without permission.

C.5.5. The Client will ensure that the content and layout of the messages meet all legal requirements relating to electronic communication, which includes – among other things – stating the Client's identity, contact details and options to unsubscribe. This obligation only applies insofar as the Client has prepared and provided the contents and layout.

ARTICLE C.6. SOFTWARE AND UPDATES

C.6.1. Bit Agency will make every effort to keep the software it uses up to date. However, in doing so, Bit Agency depends on suppliers, and Bit Agency is authorised to not install certain updates or patches if it believes installing such updates or patches will not be beneficial to the Service.

C.6.2. If this is required for a Service, Bit Agency will provide the Client with access to the management software and other software by providing username(s) and password(s). Each action performed through a user account will be deemed to take place under the responsibility and at the risk of the Client. In the event of suspected misuse of an account, the Client must notify Bit Agency thereof as soon as possible in order to enable Bit Agency to take measures.

ARTICLE C.7. DOMAIN NAMES AND IP ADDRESSES

C.7.1. Application for, assignment of and any use of domain names and/or IP addresses depends on and is subject to the applicable rules and regulations of the registration authorities involved, such as, for .nl domain names, the Foundation for Internet Domain Registration in the Netherlands (*Stichting Internet Domeinregistratie Nederland – SIDN*). The relevant authority will decide on the assignment of any domain names and/or IP

addresses. Bit Agency only plays an intermediary role in the application process and cannot guarantee that an application will be accepted.

- C.7.2. The Client is obliged to observe the rules or conditions the registration authorities set for the application for and the assignment and use of domain names and IP addresses.
- C.7.3. The Client guarantees that the domain names registered or to be registered by Bit Agency for the benefit of the Client do not infringe third-party rights, such as trade name rights or trademark rights. The Client indemnifies Bit Agency against any loss associated with a domain name or the use thereof by or on behalf of the Client. Bit Agency is not liable for the Client losing its right(s) to a domain name or for a domain name being applied for by and/or assigned to a third party in the interim.
- C.7.4. For safety reasons, Bit Agency will not give the Client access to the management environment of a Domain Name System (DNS).
- C.7.5. If the Client shares certain DNS settings (DNS records) with Bit Agency, or if a DNS was already set by a party other than Bit Agency, partially or otherwise, Bit Agency will not be responsible for taking over any errors in the settings of a DNS.

ARTICLE C.8. SSL CERTIFICATES

- C.8.1. If Bit Agency's Services include securing the connection to and the data traffic from and to a web application and/or software by means of SSL certificates, Bit Agency will be dependent on the rules and procedures of the institution that issues or registers the relevant SSL certificates. The relevant institution will decide on the application, granting and use of the SSL certificate. In this connection, Bit Agency only plays an intermediary role and provides no guarantee with regard to the acceptance of the application. The Client is responsible for ensuring that the application is followed up in time and correctly, its acceptance and the use of the instructions provided with the SSL certificate.
- C.8.2. Following implementation of the SSL certificate, the issuing authority guarantees the security of the connection and the data traffic from and to a web application and/or software programme. Bit Agency is not a party to this and is not liable for errors in the security of the connection and the data traffic from and to the website, web application and/or software.

ARTICLE C.9. AVAILABILITY, FAILURES AND MAINTENANCE

- C.9.1. Bit Agency will make every effort to keep the Service available 99.9% of the time, 24 hours a day, 7 days a week, throughout the entire year, save for force majeure situations and in the event of fixed maintenance windows. In this context, 'available' means the Client can access and use the Service. This does not extend to interruptions in the connection and/or equipment failures that are beyond Bit Agency's control, including the Client's own connection and/or equipment.
- C.9.2. Bit Agency is authorised to temporarily decommission its systems, including the Service, or parts thereof for the purpose of maintenance, modification or improvement thereof. Maintenance activities may cause the Services to be temporarily unavailable or cause their availability to be limited. A fixed maintenance window is on Sundays, between 10 am and 12pm CET/CEST. Bit Agency is not obliged to inform the Client of any maintenance performed during this maintenance window. Bit Agency is authorised to adjust the fixed maintenance window and inform the Client of this in advance. To the extent possible, Bit Agency will try to have any other decommissioning take place outside of Working Hours and will make every effort to inform the Client of the planned decommissioning in due time, with the exception of emergency maintenance, the implementation of critical updates, which will be at Bit Agency's discretion, and decommissioning lasting less than 10 minutes. However, Bit Agency will under no

circumstances be liable for compensation of loss suffered in connection with such a decommissioning.

- C.9.3. In the event of incidents with a major impact and a high degree of urgency, Bit Agency will make every effort to respond within 15 minutes during Office Hours and within 45 minutes outside of Office Hours. An incident will be considered to have a high impact if a large group of the Client's end users or employees is affected. An incident will be considered to be a high-urgency incident if the interrupted processes are highly time-sensitive and quick intervention can prevent the incident from becoming more serious. Bit Agency will make every effort to resolve incidents as soon as possible, but it provides no guarantee in that regard. The solution to an incident may also consist of implementing a temporary solution (workaround) that may not eliminate its cause or eliminate it completely but will substantially limit its impact on the Client.
- C.9.4. Incidents are to be reported to the fixed contact persons as referred to in the Agreement, using the communication channels referred to therein. If incidents cannot be resolved via the fixed contact persons, the Client is to escalate the incident to Bit Agency's direction level.
- C.9.5. Bit Agency reserves the right to adapt its systems, including the Service or parts thereof, from time to time in order to improve functionality and correct errors. In the event of modifications that are relevant to multiple clients, it is not possible to abandon a specific modification solely for the Client's benefit. Bit Agency is not liable for compensation of any loss caused by such a modification.

ARTICLE C.10. PROCEDURE UPON TERMINATION OF THE AGREEMENT

- C.10.1. In the event that the Client terminates an Agreement concerning hosting services, the Client will be given the opportunity to transfer the data that Bit Agency has stored for the benefit of the Client to another service provider or to itself during the notice period. In addition, Bit Agency will make every effort to cooperate in facilitating a transfer to another service provider. The above only applies if the Client has complied with all its obligations under the Agreement.
- C.10.2. Bit Agency will provide the assistance as referred to in the preceding paragraph at the hourly rate that applies for the Client at that time. All the costs involved in a transfer to another service provider will be at the Client's expense.

MODULE D – PROCESSING OF PERSONAL DATA

If, within the framework of any Agreement, Bit Agency processes personal data for the benefit of the Client, the provisions in this module apply in addition to the General Terms and Conditions.

ARTICLE D.1. DEFINITIONS

- D.1.1. The terms as contained in this module (such as 'personal data', 'processor', 'controller' and 'processing'), in any conjugation, have the meaning given to these in the applicable Privacy Legislation.

ARTICLE D.2. PURPOSES OF THE PROCESSING

- D.2.1. The Client will determine the objective and means of the processing of personal data. Within the framework of the applicable Privacy Legislation, the Client is considered a 'controller' and Bit Agency a 'processor'. However, if the Client is considered a processor within the framework of the applicable Privacy Legislation, Bit Agency will be considered a sub-processor.
- D.2.2. Bit Agency undertakes to process personal data on the Client's instruction, subject to the conditions of this module. The data will only be processed within the framework of the Service(s) Bit Agency is to provide to the Client as laid down in the Agreement and for those purposes that are reasonably associated with this or should be determined by mutual agreement.
- D.2.3. Bit Agency provides – among other things – hosting and maintenance services. In this context, the processing of personal data is of secondary importance. This is because, in principle, Bit Agency will not look at the personal data. Within this framework, the processing may be limited to the Client storing data on Bit Agency's systems. As a result, Bit Agency in many cases automatically processes any personal data that the Client stores via the hosting services or to which it has access within the framework of the maintenance services. The categories of personal data and data subjects will be described in an appendix to the Agreement. The Client guarantees that the description of the categories of personal data and data subjects is complete and correct. The Client is obliged to inform Bit Agency of any changes in the description of the categories of personal data and data subjects in due time. In such case, the Parties will adapt the appendix accordingly.
- D.2.4. Bit Agency will refrain from processing the personal data for any purpose other than those the Parties have agreed upon, unless Bit Agency is obliged to do so pursuant to any statutory regulation or court order. The Client will inform Bit Agency of the purposes of the processing where these are not already stated in the Agreement and this module.
- D.2.5. The Client guarantees that it has a legitimate basis for the data processing under the Agreement and complies with all other obligations under the Privacy Legislation that applies to it.

ARTICLE D.3. BIT AGENCY'S OBLIGATIONS

- D.3.1. With regard to the processing referred to in the preceding article, Bit Agency will ensure that the applicable Privacy Legislation, which in any case includes the GDPR, is complied with.
- D.3.2. Bit Agency will inform the Client, at the latter's first request, of the measures it has taken to meet its obligations under this module.
- D.3.3. Bit Agency's obligations under this module also apply to those processing personal data under Bit Agency's authority.
- D.3.4. Insofar as this is within its power, Bit Agency will provide the Client with support in the performance of Data Protection Impact Assessments (DPIAs) or a prior consultation of

the supervisory authority. Any reasonable expenses incurred or to be incurred by Bit Agency in connection with the above-mentioned support will be compensated by the Client.

- D.3.5. Bit Agency will inform the Client without delay if, in its opinion, instructions are contrary to the applicable laws on the processing of personal data or are otherwise unreasonable.

ARTICLE D.4. DIVISION OF RESPONSIBILITY

- D.4.1. Bit Agency is solely responsible for the processing of the personal data under the Agreement, in accordance with the Client's instructions and under the Client's express (ultimate) responsibility. Bit Agency is expressly not responsible for any other processing of personal data, which in any case includes, without limitation, the Client's collection of the personal data and any processing for purposes that the Client has not communicated to Bit Agency.
- D.4.2. The Client warrants that the content, use and instructions to process personal data are not unlawful and do not infringe any third-party rights. The Client will indemnify Bit Agency against any third-party claims arising from a failure on the Client's part to comply with the above-mentioned guarantee.
- D.4.3. The Client is independently responsible for making arrangements with third parties that process personal data on the Client's behalf and may, to that end, receive personal data from Bit Agency.

ARTICLE D.5. TRANSFER OF PERSONAL DATA

- D.5.1. Bit Agency may process the personal data in countries within the European Economic Area. Processing of personal data outside of the European Economic Area is permitted with due observance of the applicable statutory provisions. At the Client's request, Bit Agency will inform the Client in which country or countries the personal data are processed.
- D.5.2. The Client hereby grants Bit Agency general permission to engage sub-contractors (sub-processors) within the framework of the Agreement and the data processing as referred to in this module. Upon request, Bit Agency will inform the Client of the sub-contractors it engages.
- D.5.3. If Bit Agency intends to engage new sub-contractors in the processing of personal data, Bit Agency will inform the Client thereof in advance. The Client will subsequently have two weeks to object to Bit Agency's intention, in writing. If the Client does not object within the above-mentioned two-week term, the Client will be deemed to have agreed to the intention.
- D.5.4. If the Client does object to Bit Agency's intention of engaging a new sub-contractor within the above-mentioned term, both Parties will make every effort to come to a reasonable solution in mutual consultation.
- D.5.5. In accordance with the GDPR, Bit Agency will – within reason – impose on the sub-contractors engaged by it essentially the same obligations as have been agreed upon between the Client and Bit Agency.

ARTICLE D.6. SECURITY

- D.6.1. Bit Agency will take appropriate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised inspection, impairment, alteration or provision of personal data) in connection with the processing of personal data to be performed. In this connection, Bit Agency has implemented security measures that are described in its information security policy, which will be made available to the Client upon request and may be amended by Bit Agency from time to time.

- D.6.2. Bit Agency will make every effort to ensure that the security is of a level that, in view of the state of the art, the implementation costs, the nature, the extent, the context, the processing purposes and the risks of varying likelihood and severity to the rights and freedoms of natural persons, is appropriate. Bit Agency does not guarantee that the security will be effective in all circumstances.

ARTICLE D.7. NOTIFICATION OBLIGATION

- D.7.1. In the event of a personal data breach within the meaning of the GDPR, Bit Agency will notify the Client thereof within 48 hours of its discovery. Based on Bit Agency's notice, the Client will determine whether it will inform the data subject(s) and/or the relevant supervisory authority/authorities.
- D.7.2. At the Client's request, and where necessary, Bit Agency will – within reason – cooperate in informing the data subject(s) and/or the relevant supervisory authority/authorities.
- D.7.3. The notification obligation will in any case include reporting that a breach has occurred, as well as, insofar as this information is available:
- a. the nature of the breach, where possible stating the categories of data subjects and personal data records involved, plus the approximate number of data subjects and personal data records involved;
 - b. the contact details for the follow-up of the report;
 - c. the likely consequences of the breach;
 - d. the measures already taken.

ARTICLE D.8. HANDLING OF REQUESTS FROM DATA SUBJECTS

- D.8.1. In the event that a data subject submits a request to exercise his/her statutory rights (such as a request to rectify or erase personal data) to Bit Agency, Bit Agency will forward the relevant request to the Client. The Client will subsequently handle the request further. Bit Agency may inform the Data Subject of this.
- D.8.2. Within reason, Bit Agency will assist the Client in handling requests as referred to in the preceding paragraph. Bit Agency may charge the Client costs for the above-mentioned assistance.

ARTICLE D.9. CONFIDENTIALITY

- D.9.1. Any personal data Bit Agency processes on the Client's instruction is fully subject to the duty of confidentiality as laid down in Article A.11.

ARTICLE D.10. AUDIT

- D.10.1. The Client is authorised to have audits performed by an independent expert third party who is bound to secrecy in order to verify Bit Agency's compliance with the arrangements under this module.
- D.10.2. The audit will only take place after the Client has requested and assessed any similar relevant audit reports that Bit Agency may already have and presents reasonable arguments that justify another audit initiated by the Client. Such an audit is justified if the similar audit reports that Bit Agency already has provide an insufficient or inconclusive answer regarding compliance with this module.
- D.10.3. The audit initiated by the Client will take place after no less than four weeks' prior notice from the Client, once per calendar year at the most.
- D.10.4. Bit Agency will cooperate in the audit and make any information that may reasonably be relevant to the audit and its employees available.
- D.10.5. The findings from the audit will be evaluated in mutual consultation between the Parties. Based on that, changes will be implemented or not, whether by one of the Parties or by both Parties jointly.

- D.10.6. The costs of the audit will be borne by the Client. Any costs Bit Agency incurs in connection with the audit, for example in providing advice or adjusting the Service, will be at the Client's expense.

ARTICLE D.11. TERMINATION

- D.11.1. As soon as the Agreement is terminated, regardless of the reason for such termination, Bit Agency will – at the Client's option – return any personal data in its possession to the Client and/or delete such personal data and any copies thereof, unless this is contrary to Bit Agency's statutory obligation to retain the personal data. If the Client opts to have the personal data returned, Bit Agency may charge any costs it incurs in connection with this to the Client.