

TERMS AND CONDITIONS PRIVASENSE B.V.

Article 1. Definitions

- 1.1. These terms used in these Terms and Conditions are defined as follows:
 - Terms and Conditions: the Terms and Conditions of PrivaSense B.V.;
 - PrivaSense: PrivaSense B.V., a Limited Company established under Dutch law with its registered seat in Oisterwijk and registered with the Chamber of Commerce with number 17278286;
 - Order Confirmation: an oral, written or electronic confirmation in which the Work is described;
 - the Client: the party awarding PrivaSense an assignment;
 - Agreement: These Terms and Conditions and the Order Confirmation together with any other documents (the "Additional Terms and Conditions"), which are applicable to the relationship between PrivaSense and the Client, and to which the Order Confirmation explicitly refers;
 - Work: the work performed by PrivaSense for the Client pursuant to the Agreement.

Article 2. Applicability

- 2.1. These Terms and Conditions apply to the Work by PrivaSense for the Client.
- 2.2. The applicability of any of the Client's purchasing conditions and other conditions is hereby expressly excluded, even where those terms and conditions claim precedence. Derogation from these Terms and Conditions must be agreed to explicitly and in written form.
- 2.3. These Terms and Conditions are in Dutch and English. In case of any discrepancy between this English version of the Terms and Condition and the Dutch version, the Dutch version and its interpretation under Dutch law shall prevail.

Article 3. Offers and agreements

- 3.1. No offer made by PrivaSense shall bind PrivaSense or the Client. Offers are valid for 30 days, unless indicated otherwise.
- 3.2. Offers for work or other documentation communicated by a client do not obligate PrivaSense to accept the assignment, even where those offers or documents are sent in the context of a previously agreed framework agreement between PrivaSense and the Client. PrivaSense will communicate non-acceptance of an offer as soon as possible to the client.
- 3.3. The Agreement is concluded at the moment the Client orally or in writing indicates, directly or indirectly, to have the will to use the services of PrivaSense and PrivaSense accepts such assignment by means of an Order Confirmation, or at the moment the Client accepts the offer quoted by PrivaSense, or at the moment when the Work is commenced. In the absence of a clear prior assignment by the Client, PrivaSense has the right to propose to charge any work on behalf of the Client, in which case the Agreement is concluded at the moment the proposal is accepted by the Client. The clauses of these Terms and Conditions, more specifically Articles 2, 4, 5, 6, 7, 8, 13, 14, 18, 19 and 22, shall apply mutatis mutandis to the such work irrespective of whether the Agreement is closed in such case.
- 3.4. Replacing articles 7:404 and 7:407(2) of the Dutch Civil Code, all assignments are accepted exclusively by PrivaSense.
- 3.5. The duration of the Agreement is fixed, unless it follows from the content, nature or scope of the assignment given by the Client that it has been concluded for an indefinite period.

- 3.6. Where during the execution of the Agreement it turns out that an adequate performance of the Agreement requires a change or addition in the Work, parties will timely and after mutual consultation adapt the Agreement, including, where necessary, the determination of the conditions, including any additional fees or costs or the time of conclusion of the assignment. Changes of or adaptations to the Agreement shall be documented by the parties in writing or in electronic form.
- 3.7. In case of conflict between these Terms and Conditions and any Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

Article 4. Performance of the Work

- 4.1. PrivaSense will endeavor to perform the Work and any additional work to the best of its abilities and, in doing so, will exercise the reasonably expected due care.
- 4.2. PrivaSense will determine how and by which person or persons the Work will be performed. Where PrivaSense wishes to do so or deems it necessary for an adequate performance of the Work, PrivaSense has the right to engage third parties in the performance of the Work. The costs of such engagement shall be invoiced to the Client. PrivaSense shall exercise due care when engaging such third parties and shall seek the Client's approval where necessary.
- 4.3. If a phased performance of the Work has been agreed, PrivaSense has the right to postpone the commencement of the Work relating to a subsequent phase until the Client has accepted the results of the preceding phase or has paid all sums due.
- 4.4. Time-limits within the Work must be completed will not be considered as strict deadlines and are never fatal. Under no circumstances may the Client terminate (*ontbinden*) the Agreement on the account of failure to meet a time-limit. Furthermore, PrivaSense will never be liable for compensation on the account of any failure to meet a time-limit.
- 4.5. The Work will be performed on the basis of the fee explicitly agreed with the Client, or in the absence of such agreement on the basis of the fee mentioned in the offer on the basis of which the Client has engaged PrivaSense, or in the absence of such prior offer the standard hourly rate of PrivaSense (300 euro per hour). If, at the request of the Client, PrivaSense carries out work or performs outside the scope of the Work, the Client will pay PrivaSense for such work or performance on the basis of the same rates, which apply to the Work. The Client agrees that such work or performance may affect the agreed or anticipated time of completion of the Work and the mutual responsibilities of the PrivaSense and the Client.
- 4.6. Upon completion of the Work PrivaSense may provide written advice, opinion, conclusion or (final) report, confirm an oral advice or conclusion in writing, or give an oral presentation. Prior to completing the Work, PrivaSense may provide oral, draft or interim advice, conclusions, opinions, expectations, reports, or presentations. In this case, PrivaSense' written advice, conclusion, (final) report or presentation, as referred to in the first sentence, will prevail. The Client is not entitled to invoke draft or interim advice, expectation, conclusion, opinion, report or presentation. If the Client wishes to rely on an advice, opinion, expectation or conclusion given orally or an oral presentation given by way of completion of the Work, the Client must inform PrivaSense of this intention, following which PrivaSense will supply written confirmation of the advice, opinion, expectation or conclusion concerned.

- 4.7. PrivaSense is not bound to update oral or written advice, opinions, expectations, conclusions or reports or results of the Work in response to events occurring after the final version of the advice, opinion, expectation, conclusion, report or results is issued.
- 4.8. Any advice, conclusions, opinion, expectation or recommendation given by PrivaSense will under no condition or circumstance whatsoever be construed as a guarantee with respect to future events or circumstances.
- 4.9. In principle, the Work shall be performed at the address of establishment of PrivaSense, unless otherwise agreed. Travel to, from or on behalf of the Client takes place on request of or in consultation with the Client.

Article 5. Obligations of the Client

- 5.1. Both at its own accord and at the request of PrivaSense, the Client shall at its own expense give its full cooperation, including but not limited to providing all relevant documents timely in the desired form and manner, as well as allowing the staff of PrivaSense access to any automated systems or files, which PrivaSense may reasonably deem necessary for the proper performance of the Work.
- 5.2. The Client warrants the accuracy, completeness, reliability and legitimacy of the data and documents made available to PrivaSense, including those originating from third parties. The Client also warrants that it is authorized to provide such data or documents to PrivaSense, its staff or its subcontractors and that it has obtained all relevant consents, licenses or permits.
- 5.3. The Client warrants that PrivaSense is informed without undue delay about all facts and circumstances which may be relevant in connection with the proper performance of the Work.
- 5.4. The Client will bear the extra costs and additional fees arising from any delay in the performance of the Work caused by the fact that the required data, documents referred to in the first section were not made available or were not made available properly or in good time, or by the failure to cooperate properly, including failure to make available employees.
- 5.5. If PrivaSense works at the Client's premises or make use of the Client's facilities, computer systems or telephone networks, the Client shall at its own expense (i) provide the necessary access, security procedures, virus controls, facilities, licenses, and permissions, and (ii) provide the employees of PrivaSense with adequate working space and other facilities necessary for the performance of the Work, which should meet all the applicable statutory and other requirements.

Article 6. The Client's responsibilities

- 6.1. Without prejudice to the obligations and responsibilities of PrivaSense in performing the Work, the Client will remain responsible and liable inter alia for the following: (i) the management and the day-to-day conduct of its business or organization, the performance of its business activities and dealing with its own business matters, (ii) decisions taken by Client about the extent to which it wishes to rely on the advice, opinions, expectations, conclusions or other results of the Work, and about using and implementing them, and (iii) decisions taken by the Client which affects the Work and its results.
- 6.2. Where PrivaSense has issued an advice, recommendation, opinion, expectation, conclusion or (final) report to a person, officer or advisor employed by the Client or working on behalf of the Client and such person, officer or advisor is deemed to be qualified in the area of privacy law,

the protection of personal data, or compliance with law in general, including but not limited to a legal counsel of the company, external lawyer, privacy officer, data protection officer, compliance officer or external advisor of the Client and such person, officer or advisor has forwarded such advice, recommendation, opinion, expectation, conclusion or (final) report to (the management or organization of) the Client or a third party, such person, officer or advisor shall at all times remain – on his own account and exclusively – responsible for such advice, recommendation, opinion, expectation, conclusion or (final) report vis-à-vis the Client or such third party.

- 6.3. The Client shall at all times be responsible to keep informed of all laws and regulations pertaining to the processing of personal data which are specifically applicable to the sector in which the Client operates, including any sector-specific codes of conduct or other forms of self-regulation, more specifically sector-specific requirements relating to the collection, storage, dissemination or erasure of (specific) personal data as well as sector-specific rights of and obligations towards the data subjects. At request of PrivaSense, the Client shall provide PrivaSense with information pertaining to the scope and nature of such sector-specific laws and regulations as well as the manner in which the Client complies with such obligations.

Article 7. Confidentiality

- 7.1. PrivaSense shall endeavor to keep secret any documents or data provided by or on behalf of the Client, which by their nature should be kept confidential. Nevertheless, the Client is and will remain primary responsible for marking as confidential any documents and data provided to PrivaSense.
- 7.2. The obligation mentioned in Article 7.1 does not apply to documents or data which by their nature are public information, are made public or made generally known by the Client or third parties, nor to the data mentioned in article 16.3, nor insofar PrivaSense is subject to a legal obligation to disclose the documents or the data or to provide such documents or data to a third party, including a binding decision by a court of law, a binding decision or demand by a public authority or a disclosure on the basis of an obligation to provide information in the context of an investigation by a public authority.
- 7.3. The Client shall not make public or disclose to third parties, which do not belong to the same group of companies as the Client, the contents of the offer, Order Confirmation, reports, advice or other oral or other oral or written expressions by PrivaSense which have not been drafted with the intention to disclose the information therein to third parties without the prior written or electronic consent of PrivaSense, except where the law obligates the Client to disclose such information. The Client shall also ensure that unauthorized third parties are not able to acquire the content mentioned in the first sentence.
- 7.4. Except with the prior written or electronic consent of PrivaSense, the Client shall not make any statements about the approach and working procedures of PrivaSense, nor provide third parties with any information thereof, except where such statement or information is limited to the generally available information about the services of PrivaSense.
- 7.5. The Client may use the quotation made by PrivaSense and the knowledge and ideas of PrivaSense contained in such quotation only for the purposes of evaluating its interest in awarding the engagement.

- 7.6. PrivaSense and the Client shall impose their obligations pursuant to this Article on third parties engaged by them.
- 7.7. PrivaSense is entitled to share in confidence information relating to the Client, to PrivaSense' relationship with the Client, and to the Work, including the information referred to in Article 7.1, with other entities belonging to the PrivaSense group.
- 7.8. PrivaSense reserves the right to use the Client's name and/or logo for promotional and reference purposes and to mention the nature of the services rendered to the Client as well as any details which already have been made public. Furthermore, PrivaSense reserves the right to use the case of the Client as well as the information or parts thereof in a non-identifiable manner as training-, example or instruction material for third parties.
- 7.9. The physical files of PrivaSense which contain documentation or data relating to the Work are property of PrivaSense. On the Client's request, PrivaSense shall destroy or return to the Client within a reasonable period of time confidential documents or data of the Client referred to in Article 7.1, provided the Client has provided prior written specification of the documents or data to be returned or destroyed.

Article 8. Intellectual property

- 8.1. PrivaSense reserves all rights in respect of products of the mind that PrivaSense uses or has used, or develops or has developed, in performing the Work.
- 8.2. The Client is expressly prohibited from reproducing, disclosing or exploiting the products referred to in Article 8.1, including computer programs, working methods, advice, or other products of the mind of PrivaSense.
- 8.3. PrivaSense may use, continue to develop and exchange with other entities in the PrivaSense group the knowledge, experience and general skills acquired by PrivaSense as a result of performing the Work for the purposes of performing work for the Client, and/or clients of PrivaSense and/or for clients of other entities belonging to the PrivaSense group.

Article 9. Conflict of interests

- 9.1. PrivaSense will be free at any time to render services to another party with an interest that competes or conflicts with the interests of the Client (hereinafter: a "Conflicting Party").
- 9.2. If the Client is or has become aware of the fact or the circumstance that PrivaSense is advising or intends to advise a Conflicting Party in respect of an interest which conflicts specifically and directly with the Client's interests, the Client will inform PrivaSense of the matter without delay and allows PrivaSense to take adequate measures to solve the conflict within a reasonable period of time.

Article 10. Fee/payment

- 10.1. PrivaSense will invoice the Work on the basis of the its fee, costs (including the costs of travel and accommodation, office costs and costs of third parties that have been engaged, based on the prices of the invoice date) and any taxes owing with respect to them. At the discretion of PrivaSense, these items will be charged to the Client on the basis of an advance, on the basis of interim monthly or quarterly invoices, or upon completion of the Work.
- 10.2. The fee is calculated in the basis of the number of hours worked times the hourly rate applicable pursuant to Article 4.5. The hourly rate does not include taxes owed, travel and accommodation costs and a mark-up of five percent (5%) office costs. The hourly rate will be billed in proportion in units of five (5) minutes, with a minimum of five

(5) minutes per event. The hours worked include the hours spent on travel on request of or on behalf of the Client with a maximum of three (3) hours per single trip for travel in The Netherlands and ten (10) hours per single trip for travel to, from or in another country. The provisions in this article 10.2 can only be amended by prior written agreement.

- 10.3. The fee owed by the Client shall not depend on the result of the Work.
- 10.4. The estimates of the costs and hours provided by PrivaSense to the Client shall only be indicative and shall not commit PrivaSense. The hours and costs invoiced by PrivaSense may deviate from earlier estimates and offers.
- 10.5. Invoices shall be paid by the Client without any deduction, discount or setoff within thirty (30) days of the invoice date. Where the Client has not paid within said term of payment, the Client is automatically and without the need of a reminder or notice of default, in default, and PrivaSense is entitled, without further notice of default and without prejudice to the other rights of PrivaSense, to charge the Client the statutory interest (referred to in article 6:119a of the Dutch Civil Code) from the due date until the date of payment in full.
- 10.6. Failure to pay of any invoice at the due date shall also result in all other claims against the Client to be immediately due and payable.
- 10.7. If, in the opinion of PrivaSense, the Client's financial position or payment record gives reason to do so, PrivaSense may require the Client to make a full or partial advance payment or to provide (additional) security in a form to be determined by PrivaSense. If the Client fails to provide the required security, PrivaSense may, without prejudice to its other rights, immediately suspend the further performance of the Agreement. PrivaSense shall not be liable to the Client for such suspension in any way.
- 10.8. All judicial and extrajudicial (collection) costs reasonably incurred by PrivaSense as a result of the Client's failure to discharge its payment obligations shall be borne by the Client.
- 10.9. If several Clients have jointly awarded an engagement, the Clients shall be jointly and severally liable for payment of the invoice amount to the extent that the Work was performed for the Clients jointly.

Article 11. Complaints

- 11.1. Complaints about the Work performed or the invoice amount must be made known to PrivaSense in writing within fifteen (15) days after the date of dispatch of the documents or information about which the Client has a complaint, or within fifteen (15) days of the discovery of the defect provided the Client proves that it could not reasonably have discovered the defect at an earlier date. After said term has lapsed, the Client cannot invoke any rights other than those referred to in Article 12 and 13.
- 11.2. Complaints or disputes, irrespective of their kind, shall never give the Client the right to refuse payment of the invoices or suspend its obligation to pay.
- 11.3. In the event of a well-founded complaint, PrivaSense shall have the choice between adjusting the fee charged, correcting the rejected Work or doing it again, or not or no longer performing the engagement or part thereof while refunding a proportionate amount of the fee already paid by the Client.

Article 11. Early termination

- 12.1. Both PrivaSense and the Client may terminate (*opzeggen*) the Agreement by thirty (30) days' written notice of termination. In the event of the Client terminating the Agreement as referred to in

the preceding sentence, the Client is obliged to reimburse all the losses and costs suffered and incurred by PrivaSense. These losses and costs shall at least, but not exclusively, include all the costs incurred by PrivaSense as well as the investments made in connection to the Agreement and (future) Work.

- 12.2. PrivaSense may furthermore terminate (*opzeggen*) the Agreement by written notice with immediate effect in the event of unforeseen circumstances (within the meaning of article 6:258 of the Dutch Civil Code).
- 12.3. Both PrivaSense and the Client may only terminate (*ontbinden*) the Agreement, after a valid and if possible written notice of default which contains a reasonable deadline for the correction of the deficiency, if the other party is attributable fails to meet an essential obligation of the Agreement and such other party is in default in the matter (within the meaning of article 6:81 of the Dutch Civil Code).
- 12.4. Upon termination pursuant to this Article 12, PrivaSense shall continue to be entitled to payment of invoices for Work already performed or any Work still to be performed by mutual agreement. The Client's obligation to pay invoices for Work already performed shall become immediately due and payable as soon as the Agreement is terminated.
- 12.5. In case of bankruptcy, moratorium of payment as a result of insolvency, shutdown or liquidation of the Client, Client is deemed to be legally in default and PrivaSense has the right to terminate (*ontbinden*) all agreements between PrivaSense and the Client, to the extent such agreements have not yet been (fully) performed, without any notice of default and without judicial intervention and to claim payment of the work already performed as well as the costs, damages and interests incurred as a result of the default of the Client.

Article 13. Liability

- 13.1. The Client acknowledges that the work of PrivaSense is of an advisory nature, and that the advice of PrivaSense does not constitute the legal advice of an attorney. On the basis of such nature and the aspects of subjective appreciation that are always attached to such work, PrivaSense hereby excludes all liability (*aansprakelijkheid uitsluiten*) arising from the Work, other than in case of willfull misconduct or gross negligence (*opzet of grove schuld*) on the part of PrivaSense.
- 13.2. Without prejudice to the provisions in Articles 13.1 and 13.2, PrivaSense accepts no liability in any way whatsoever for (i) incorrect or incomplete advice which is not expressly the subject of the Agreement, (ii) incorrect or incomplete advice which has come about on the basis of incorrect or incomplete information provided by or on behalf of the Client to PrivaSense, (iii) damages suffered by the Client as a result of the Client, by itself or on its behalf, not timely informing PrivaSense about facts or circumstances which are necessary for the correct performance of the Work, or the withholding or misrepresentation of such facts or circumstances, (iv) mistakes of shortcomings of third parties involved by PrivaSense in the performance of the Work and agreed to by the Client pursuant to Article 4.2, (v) interpretation of an advice, recommendation, opinion, expectation, conclusion or (final) report issued by PrivaSense by any person, officer or advisor referred to in Article 6.2, nor for any changes thereof or any additions thereto by him or her, nor for his or her conclusions, advice, opinions, expectations or recommendations regarding the use or implementation of the advice, recommendations, opinions, expectations, conclusions of (final) reports of PrivaSense, (vi) damages as a result of

(temporary) disability (*arbeidsongeschiktheid*) of the staff of PrivaSense which is involved in the performance of the Work, nor for (vii) indirect damages (including, but not limited to consequential damages, lost profits, lost savings, and loss due to business interruption).

- 13.3. The total liability of PrivaSense shall never exceed the amount that is paid out for that event under the liability insurance coverage taken out by PrivaSense. In case the insurance company does not pay out or where the damages are not covered by an insurance policy, the liability of PrivaSense shall be limited to the lower of (i) twice the amount of the invoice for (the relevant part of) the Work out of which the liability arises, or (ii) fifty thousand (50.000) euro.
- 13.4. In addition to Article 13.4, in case of an assignment with a term longer than six (6) months, the liability is further limited to the part of the fee owed by the Client over the last six (6) months.
- 13.5. The limitations on liability laid down in this Article 13 apply to PrivaSense (itself) and to the persons, individually as well as jointly, who are or were involved in the performance of the Work.
- 13.6. No entity belonging to the PrivaSense group of companies (whether or not engaged in the performance of the Work) other than PrivaSense shall be liable for any loss suffered on the part of the Client in connection to the Work. In any case, the limitations on liability laid down in this Article 13 shall also apply to all entities belonging to the PrivaSense group of companies (whether or not engaged in the performance of the Work).

Article 14. Indemnity

- 14.1. The Client shall indemnify PrivaSense against any and all claims of third parties, which (i) arise from or are connected to the Work performed or to be performed for the Client, or (ii) the non-compliance with any laws or regulations applicable to the Client on the part of the Client or persons employed by the Client or working on its behalf. The indemnity shall also include all losses suffered and legal and other costs incurred by PrivaSense in connection with such claims.
- 14.2. The indemnity mentioned in Article 14.1 is hereby also stipulated on behalf of the management of PrivaSense, the persons, both individually and jointly, who are or were involved in the performance of the Work, as well as the third parties involved by PrivaSense in the performance of the Work and other entities belonging to the PrivaSense group of companies.

Article 15. Force majeure

- 15.1. In case of a force majeure, PrivaSense has the right, without judicial intervention, to either suspend (*opschorten*) the performance of the Agreement as long as the circumstances which led to the force majeure continue, or to wholly or partly terminate (*ontbinden*) the Agreement after sixty (60) days without any liability or penalty on the part of PrivaSense. Force majeure shall also include disability (*arbeidsongeschiktheid*) of the staff of PrivaSense which performs the Work and insofar as such staff cannot be replaced. Termination of the Agreement as referred to in the first sentence is only possible if the disability lasted for a continuous period of sixty (60) days. After the period mentioned in the previous sentence has lapsed, the Client will also have the right to terminate the Agreement.
- 15.2. PrivaSense is entitled to claim payment of any work which has been performed in connection with the Agreement prior to the appearance of the force majeure.

Article 16. Protection of personal data

- 16.1. The Client acknowledges and agrees that PrivaSense processes personal data relating to the Client or persons connected to the Client or working on behalf the Client as well as other personal data for which the Client is a controller or processor within the meaning of article 1 of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*) in connection with entering into the Agreement, the Work, compliance with legal obligations of PrivaSense or other legitimate business activities of PrivaSense.
- 16.2. The Client acknowledges that PrivaSense shall be a processor within the meaning of article 1 of the Dutch Personal Data Protection Act with respect to the processing of personal data which PrivaSense accesses or receives in connection with the Work, and that PrivaSense shall only be obligated to comply with the obligations which the Dutch Personal Data Protection Act imposes on processors, including the security and confidentiality of such personal data. The Client hereby instructs PrivaSense, to the extent necessary, to process the personal data only in connection with the Work.
- 16.3. The Client acknowledges that PrivaSense shall be a controller within the meaning of article 1 of the Dutch Personal Data Protection Act with respect to the personal data relating to the Client or persons connected to the Client or working on behalf the Client who are directly or indirectly involved in the Work, including the names and contact data of the Client or its staff, which PrivaSense has obtained in connection with the marketing activities of PrivaSense, the entering into the Agreement, or the Work. The Client acknowledges that such personal data recorded in the administration of PrivaSense and may be used for the purposes of services rendered to the Client by PrivaSense, as well as any other legitimate and reasonable purposes of PrivaSense or third parties, including the disclosure of business contact information to third parties.
- 16.4. PrivaSense shall not sell, rent or otherwise make the personal data available to third parties for monetary compensation.
- 16.5. With regard to the personal data as referred to in Article 16.2, the Client shall at any time be subject to its own obligation to comply with the applicable data protection laws and regulations.

Article 17. Use of e-mail en internet

- 17.1. The Client and PrivaSense may communicate with each other by means of electronic mail (e-mail) or internet. Parties acknowledge the inherent risk of the use of e-mail and internet, including distortion, delay, interception, manipulation and viruses. PrivaSense shall not be liable for any loss arising from the use of e-mail or internet. In case of doubt about the content or transmission of e-mail the extracts from the computer systems of PrivaSense shall be decisive.

Article 18. Expiration

- 18.1. Unless otherwise provided in these Terms and Conditions, any right of action and other powers of the Client vis-à-vis PrivaSense on any account whatsoever shall expire after one (1) year after the moment when the Client became aware or could reasonably be aware of the existence of the right and powers.

Article 19. Continued effect

- 19.1. All rights and obligations arising out of the Agreement that by their purport are intended to remain in force after the termination of the Agreement, shall remain in full force between PrivaSense and the Client after the Agreement has ended.

Article 20. Transfer

- 20.1. The Client may not transfer the rights and obligations arising from or related to this Agreement to a third party without the express written consent of PrivaSense.

Article 21. Subcontracting by PrivaSense

- 21.1. Where the Client engages PrivaSense in connection with Work for a third party, which is not a Client with respect to the Work ("Beneficiary"), the Client shall ensure that the obligations of the Client and the rights of PrivaSense as referred to in these Terms and Conditions, including, but not limited to, the rights and obligations referred to in Articles 2.1 to 2.3, 4.1 to 4.4, 4.5 third sentence, 4.6 to 4.9, 5.1 to 5.5, 6.1 to 6.3, 7.1 second sentence, 7.2 to 7.9, 8.1 to 8.3, 9.1, 9.2, 11.1, 13.1 to 13.6, 14.1, 14.2, 15.1, 16.1 to 16.3, 16.5, 17.1, 19.1, 20.1, 22.1 and 23.1, insofar as relevant in light of the Work, mutatis mutandis shall apply between PrivaSense and the Beneficiary.
- 21.2. Unless otherwise agreed in writing between the Client and PrivaSense, shall the term of payment as referred to in Article 10.5 not be dependent on the term of payment agreed between the Client and the Beneficiary.
- 21.3. The Client shall include or have included a third party beneficiary clause (also) for the benefit of PrivaSense, which authorizes PrivaSense to demand from the beneficiary payment of the invoice or invoices in case of bankruptcy or a moratorium of payment as a result of insolvency on the part of the Client or where the Client is more than six (6) months in default with respect to the payment of an invoice within the meaning of Article 10.5. The Client shall inform PrivaSense at its request about the content of the third party beneficiary clause as well as of any other information relevant for invoking the third party beneficiary clause.
- 21.4. The Client will inform PrivaSense immediately of any obligation or liability of PrivaSense arising out of the agreement between the Client and the Beneficiary, which deviates from these Terms and Conditions, after which PrivaSense has the right to immediately cease the Work and without any notice of default and without judicial intervention to terminate (*ontbinden*) the Agreement and to demand from the Client payment of the Work already performed and the costs made, as well as of all damages and interests arising out of a default of the Client or the Beneficiary.
- 21.5. The Client indemnifies PrivaSense, its management and employees against any and all claims of the Beneficiary arising from the Client's failure to comply with the provisions of Article 21.1.
- 21.6. Derogations from the provisions in this Article 21 are only possible in advance and in written form.

Article 22. Applicable law and choice of forum

- 22.1. The Agreement and these Terms and Conditions are governed by Dutch law. The Client acknowledges that the characteristic performance of the Work performed by PrivaSense takes place in The Netherlands, even where the Work or parts thereof are physically performed elsewhere. All agreements or acts are deemed to be closed or performed in The Netherlands. All disputes arising from or connected to the Agreement, to which these Terms and Conditions apply or connected to these Terms and Conditions themselves, both of a factual or legal nature, fall under the exclusive jurisdiction of the competent court in Breda, The Netherlands.

Article 23. Amendments

- 23.1. PrivaSense has the right to amend these Terms and Conditions from time to time. The amended Terms and Conditions shall apply to assignments which

have been accepted on or after the amendment date, as well as to current assignments insofar the Client has not within thirty (30) days after reception of the amended Terms and Conditions terminated the Agreement or by means of a written notice of rejection of the amended Terms and Conditions has stipulated that the original Terms and Conditions continue to apply to the assignment. Insofar an assignment has been orally accepted prior to the date of the amendment of the Terms and Conditions, the amended Terms and Conditions apply, provided such Terms and Conditions have been communicated to the Client by means of a written or electronic Order Confirmation and no Work has yet been performed. In case the Agreement has not been terminated or rejected in time, the Agreement is automatically continued on the basis of the amended Terms and Conditions.

November 11, 2013.