

## GENERAL CONDITIONS FOR THE PROVISION OF SERVICES TO EQUENSWORLDLINE SE

### 1. Applicability

**1.1** These Conditions shall apply to all legal relationships between equensWorldline SE and each Supplier of Services.

**1.2** The applicability of any general terms and conditions used or referred to by Supplier is herewith explicitly rejected and excluded.

### 2. Definitions

The following definitions shall apply to Suppliers engaged by equensWorldline SE to render Services:

**"Acceptance"** and **"Accepted"** shall mean acceptance by equensWorldline of the Services pursuant to clause 7 of the Conditions.

**"Affiliate"** shall mean, in relation to either party those companies in which it possesses, either directly or indirectly, more than fifty per cent (50%) of the shares.

**"Conditions"** shall mean these general conditions for the provision of Services.

**"Confidential Information"** shall have the meaning as ascribed to it in clause 19.

**"Deliverables"** shall mean the agreed upon results of all Services, works of authorship, whether in hard copy or electronic form, including but not limited to reports, test results, analyses, creations, manuals, supporting materials, improvements, programs, program listings, programming tools, designs, inventions, discoveries, recommendations and drawings to be created and/or provided by Supplier to equensWorldline.

**"equensWorldline"** shall mean equensWorldline SE, a European company with its registered headquarters at Eendrachtlaan 315 (3526 LB), Utrecht, The Netherlands and its branch offices throughout Europe.

**"Hire Confirmation"** shall mean the document from VMS which contains the following information regarding the assignment:

- a) the type of activities Supplier (or Personnel) will perform;
- b) the period in which Supplier shall perform the assignment;
- c) the location where the Services will usually be performed;
- d) the name of the actual Supplier;
- e) the name(s) of the Personnel;
- f) the daily/hourly rate at which the Services will be performed;
- g) invoicing, method of payment and payment schedule;
- h) contact details;
- i) arrangements for termination before expiry.

**"Hiring Request"** shall mean the request by equensWorldline in VMS for engaging a Supplier which describes the job requirements, Services, Deliverables and desired skills and experience of such Supplier.

**"Intellectual Property Rights"** shall mean:

(a) patents (both already granted and applications therefore), trademarks (both already granted and applications therefore), service marks, registered and unregistered designs, applications for any of those rights, rights to semiconductor topographies, trade and business names (including internet domain names and email addresses), unregistered trademarks and service marks, rights to software, copyrights (including future copyright), know-how, database rights, rights to designs and inventions and rights of confidentiality and/or trade secrets; and (b) rights under licences, consents, orders and statutes or otherwise in relation to a right in paragraph (a); and (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) in each case in any jurisdiction;

**"MSP"** shall mean the managed service provider (Hiring desk), i.e. the party contracted by equensWorldline to manage multiple suppliers and to measure their effectiveness for purposes of filling a position according to a Hiring Request. It will serve as a neutral party offering a complete workforce solution while ensuring efficient operation and leveraging multiple suppliers to negotiate competitive rates.

**"Personal Data"** shall mean the same as in the Regulation (EU) 2016/679, which is to say: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person in particular and without limitation in relation to personal data of which equensWorldline is the "data controller" and which Supplier "processes" on behalf of controller.

**"Personnel"** shall mean the employee(s) and/or consultant(s) of Supplier who (shall) actually provide(s) the Services and employee/consultants of third parties hired by Supplier.

**"Services"** shall mean all activities agreed upon between equensWorldline and Supplier which will be subject to these Conditions and are laid down in detail in the Hire Confirmation and the provision of which does not constitute an employment agreement between Supplier and equensWorldline.

**"Supplier"** shall mean the legal entity deploying any of its Personnel for and/or at equensWorldline in order to provide the Services.

**"Proof of Non-Employment"** shall mean any document evidencing the fact that neither Supplier nor any Personnel will be considered an equensWorldline's employee by performing the Services. Such documents may vary

in each country and may constitute of:

- Extract from the trade register at the Chamber of Commerce (or comparable public register for companies in other countries than The Netherlands);
- E101/A1 form for contractors working outside their EER home country but within the EER or a country that has a social security agreement in place with the EER country in which Supplier performs the Services;
- In The Netherlands only: "*Verklaring betalingsgedrag nakoming fiscale verplichtingen*" and/or "*Verklaring betalingsgedrag keten- of inlenersaansprakelijkheid*" as issued by the Dutch Tax Authorities;

"VMS" shall mean the Vendor Management System, i.e. the tool that - inter alia - distributes the Hiring Request to Suppliers and facilitates selection and matching of profiles.

### 3. Appointment

**3.1** Supplier shall deliver Services to equensWorldline as specified in a Hire Confirmation.

**3.2** Supplier does not have the exclusive right to deliver Services.

**3.3** Supplier shall not have the power, and shall not indicate to any third party that it has the power, to bind or commit equensWorldline in respect of any third party in any way whatsoever.

**3.4** Supplier may not appoint sub-contractors or legal, accounting or other professional advisors to assist it in its provision of the Services at equensWorldline's cost without prior written approval from equensWorldline.

**3.5** Supplier hereby declares to have received all the documents mentioned in these Conditions that apply to the Services to be delivered to equensWorldline, with the exception of the Hiring Conditions, which will be drafted after agreement on the content thereof has been reached. Unfamiliarity with these documents shall not serve as a valid ground for claims.

### 4. Provision of the Services, service levels and PES

**4.1** The Services under the Hire Confirmation shall be performed in accordance with these Conditions and the Hire Confirmation.

**4.2** In order to successfully provide the Services, Supplier shall meet all fixed deadlines which the parties agree are material. Any unjustified delay shall result in the application of clause 21.4 below.

**4.3** Supplier and/or each of its Personnel must undergo a pre-employment screening ("PES") as indicated and provided for by equensWorldline. This screening will review the reliability and competence of the personnel performing the Services. For this purpose equensWorldline shall pay specific attention to verifying on of the employment history with any previous clients and/or employer and verifying of academic and/or professional qualifications.

**4.4** Supplier and its personnel must be able to demonstrate that the reviews have been carried out satisfactorily. In the event that the results of the screening are not to equensWorldline's satisfaction, equensWorldline will not grant the assignment to this particular supplier/individual or its personnel. All personnel performing the Services shall prove their identity by showing official identity documents to equensWorldline on the first day at equensWorldline's offices.

**4.5** Supplier shall take note of and comply with all guidelines, codes of conduct and e-learning materials provided to him by equensWorldline within the timeframe set by equensWorldline.

**4.6** Supplier is not entitled to invoice more than 8 hours per working day with a maximum of 40 hours per week, unless otherwise agreed in writing.

### 5. MSP procedure

**5.1** When equensWorldline requires Services it shall submit a Hiring Request in VMS. The MSP shall place such Hiring Request on the market, to enable Suppliers to respond. Suppliers shall use its best efforts to submit its best candidates. equensWorldline's hiring manager shall ultimately decide on the final candidate and shall place an order which will be confirmed in the Hire Confirmation. The MSP shall inform Supplier accordingly. Any questions and answers will be communicated by the MSP.

**5.2** Supplier shall indicate in VMS that it accepts the assignment. Supplier is required to upload the documents forming part of the on-boarding requirements within two working days.

**5.3** Supplier is required to provide equensWorldline with mandatory documents, such as:

- Recent extract trade register at the Chamber of Commerce (not older than one month);
- A curriculum vitae of the candidate;
- Certificate Good Conduct (*Verklaring omtrent gedrag*, VOG or comparable statement);
- Diplomas and certificates and the other insofar as requested by equensWorldline;

In addition, the following documents may be required:

- Work permit ("*tewerkstellingsvergunning*") for contractors and freelancers outside the Netherlands;
- Insurance policy.

**5.4** If any of the documents as stated in 5.3 has not been provided promptly by Supplier, equensWorldline reserves the right to revoke the Hire Confirmation and equensWorldline shall not be liable to pay any compensation.

**5.5** Upon fulfilment of the Services, Supplier shall ensure that any items, as made available by equensWorldline (such as security access badges), are returned to equensWorldline, within one week after the expiry date.

**5.6** If the response date indicated in the Hiring Request has expired, Suppliers may no longer respond to the open

Hiring Request.

**6. Limitation of scope to Services in the Netherlands**

**6.1** Supplier shall comply with all relevant legal requirements. Supplier shall comply with all legal and tax requirements. All Personnel shall have a valid proof of ID and a "*Verklaring omtrent gedrag*" for working for a financial institution.

**6.2** On request Supplier shall submit proof of liability insurance to equensWorldline.

**6.3** Neither party is considered to be an employee, agent, or joint-venture partner of the other party.

**7. Acceptance**

Services will be Accepted once the days or hours worked have been approved by equensWorldline in the time registration system. If notified by equensWorldline of any unsatisfactory Services, Supplier shall, at no extra charge, promptly correct the unsatisfactory Services within five (5) working days after equensWorldline's notification. If such Services are not corrected to equensWorldline's satisfaction, equensWorldline shall be entitled to terminate the contract as laid down in the Hire Confirmation immediately.

**8. Fees**

**8.1** Upon acceptance, equensWorldline shall pay Supplier the fees specified in the Hire Confirmation (the "Fees").

**8.2** The Fees stated in the Hire Confirmation include all taxes (except VAT), duties, governmental levies and tariffs of whatever kind as are applicable to each Service. equensWorldline shall not pay any other taxes. Supplier shall periodically ensure, on its own responsibility, that all taxes and obligatory premiums related to turnover generated by Supplier are paid.

**8.3** All Fees and other amounts payable shall be invoiced and paid in euros.

**8.4** No expenses shall be reimbursed to Supplier with the following exception. In case of travel prior approved by equensWorldline in writing, reasonable travel expenses will be reimbursed after the relevant billing form has been submitted to equensWorldline and the expenses have been approved by the hiring manager of equensWorldline. Time and expenses for commuting will not be paid by equensWorldline.

**9. Payments**

**9.1** Subject to Acceptance having occurred, equensWorldline shall pay Supplier within sixty (60) days of receipt of Supplier's invoice unless such invoice is disputed or is not in accordance with these Conditions or the Hire Confirmation.

**9.2** No increases in costs and/or Fee(s) shall be implemented during the period agreed upon in the Hire Confirmation.

**10. Invoicing**

**10.1** Supplier shall register the days or hours worked on a weekly basis in the time registration system used by equensWorldline.

**10.2** Supplier shall be responsible for the correctness of its own invoice data, such as VAT number, bank account number, name et cetera.

**10.3** Supplier shall invoice equensWorldline in the manner specified in more detail in the Hire Confirmation.

**11. Intellectual Property Rights**

**11.1** All Intellectual Property Rights created as a result of the performance of the Services shall be owned by equensWorldline.

**11.2** Supplier guarantees that each of its personnel assigned to act on its behalf under the agreement has signed a proper written statement in which he/she assigns to equensWorldline all Intellectual Property Rights to be owned by equensWorldline pursuant to these general conditions and waives any and all claims to these rights.

**11.3** Supplier shall execute such documents, render such assistance, and take such other actions as equensWorldline may reasonably request in order to vest in equensWorldline, at equensWorldline's expense, all Intellectual Property Rights which equensWorldline is entitled to own pursuant to these general conditions. Without limiting the foregoing and except to the extent otherwise agreed, equensWorldline shall have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or commercially operate the Intellectual Property Rights owned by, and vested in, it pursuant to these general conditions.

**11.4** Supplier, at its expense, shall indemnify equensWorldline and hold it harmless from and against any and all claims that the Services/Deliverables constitute an infringement of any third party patent, copyright, trademark, service mark, trade secret or other legally protected proprietary right except to the extent that such infringement is caused by the wilful misconduct on the part of equensWorldline. Supplier shall pay all costs, fees (including attorney's costs) and loss or damage incurred by equensWorldline for any such claim or settlement thereof to which Supplier consents.

**11.5** If any allegation of infringement of copyright or other intellectual property right with respect to the Services/Deliverables is made, or in Supplier's opinion is likely to be made, in addition to equensWorldline's other rights and remedies, Supplier shall at its expense, (i) procure for equensWorldline the right to continue using such

Services/ Deliverables; (ii) modify or replace the alleged infringing item so as to avoid the alleged infringement; or (iii) terminate the Hire Confirmation and refund to equensWorldline all amounts already paid pursuant to the Hire Confirmation in respect of Services not yet performed as at the date of termination.

## **12. Copyrights**

Supplier shall mark all copyrightable works owned by equensWorldline with the following notice: “©20XX equensWorldline. All rights reserved.”. Supplier shall (i) preserve any confidentiality or copyright notices on any materials it receives from equensWorldline to the Services performed by Supplier, (ii) mark authorized copies of such materials with the same confidentiality and copyright notice as used on the originals, and (iii) mark any materials it creates with any confidentiality notice required by equensWorldline.

## **13. Personnel**

Personnel provided by Supplier consist solely of Supplier’s employees and/or temporary workers and/or consultants and Supplier shall be fully responsible for (i) compliance with all applicable laws and tax regulations regarding Personnel’s employment; (ii) its own acts and those of its Personnel; (iii) ensuring that all Personnel are aware of and perform in accordance with the Conditions when carrying out the Services; and (iv) ensuring all intellectual property rights relating to the Services and Deliverables created by Personnel and/or subcontractors are assigned to Supplier in accordance with clause 11 (Intellectual Property Rights), free of all encumbrances.

## **14. Assignment of rights**

Except as otherwise provided by law, neither party shall assign its rights or delegate its duties without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned, with the exception that equensWorldline may assign the Services to any of its Affiliates.

## **15. Indemnification**

**15.1** Supplier shall indemnify and hold harmless equensWorldline, its Affiliates, its parent companies and the directors, shareholders, agents and employees of each of them from and against any fine, penalty, loss, cost, damage, injury, claim, expense or liability, as a result of Supplier conduct or negligence resulting in (i) injury to or death of any person, (ii) damage to or loss or destruction of any property, (iii) attachments, liens or claims of workers or labourers, or (iv) failure to comply with clause 17 of the Conditions, except to the extent that liabilities are caused by gross negligence or wilful misconduct on the part of equensWorldline. Supplier shall pay all costs, fees (including attorney’s fees) and damages which are incurred by equensWorldline for any such claim or action or settlement thereof to which Supplier consents.

**15.2** Supplier shall indemnify equensWorldline from any possible claims by the tax authorities and the social security board with respect to wage tax, social security contributions and any related costs incurred by equensWorldline as a result of or out of the Services and/or arising in the event that the Services are considered to be an actual or fictitious employment relationship by the tax authorities, the social security board or the Labour Inspectorate or any claims related to vicarious liability.

## **16. Liability, insurance and indemnity**

**16.1** Supplier is liable for damages and/or losses incurred by equensWorldline as a result of any breach of the contractual obligations in the Hire Confirmation, tort or any other causes of action attributable to Supplier. However, Supplier’s liability for each member of the Personnel is limited to an amount of € 500.000 for each case with a maximum of two cases per calendar year.

**16.2** equensWorldline is not liable for any consequential or indirect damages suffered by Supplier or a third party, including but is not limited to loss of reputation, loss of trading time, damage suffered by customers or suppliers or intangible damage.

**16.3** Supplier shall ensure that for the duration of the agreement described in the Hire Confirmation, its activities are covered by an adequate insurance in respect of all liabilities which may occur as a result of the Services performed by Supplier. The minimum coverage for such insurance shall be the maximum liability as follows from clause 16.1 above. As proof of such insurance, Supplier will submit a yearly proof of insurance to equensWorldline according to clause 5.3 of these Conditions. Supplier shall immediately inform equensWorldline of all changes with regard to insurances as meant in this clause 16.3, if such changes might influence the insurance coverage.

**16.4** Supplier shall inform equensWorldline as soon as possible after an instance of loss or damage, within three months after the loss or damage was caused or suffered or at the latest one year (“expiry period”) after Supplier became aware or should have become aware of the instance of loss or damage.

**16.5** Supplier shall at all times to take suitable measures to minimize loss or damage and claims for compensation.

## **17. Warranties**

Supplier represents and warrants that:

- (i) any and all Services and Deliverables provided hereunder are in full conformity with the Hire Confirmation and its Conditions;

- (ii) the Services will be performed promptly, diligently, and professionally and to equensWorldline's satisfaction;
- (iii) its personnel possess the necessary skills and expertise to perform the Services;
- (iv) its personnel are fully aware of the substance of these Conditions and comply with all the stipulations contained herein;
- (v) all rights assigned to equensWorldline in accordance with clause 11.2 (Intellectual Property Rights) (written statement with regard to intellectual property rights), above have not been otherwise assigned, licensed, disposed of or encumbered, in whole or in part;
- (vi) it has obtained the written consent of each member of its personnel confirming that (a) he/she consents to assign all intellectual property rights through Supplier to equensWorldline and (b) he/she shall keep all information related to the Services, Deliverables and the Conditions and/or equensWorldline in strict confidence and in accordance with the provisions of clause 19.

## **18. Conflict of interests**

Supplier shall provide the Services on an independent basis and Supplier or members of Supplier's personnel shall not, without prior notification to equensWorldline, simultaneously act at the same time as advisor to, or perform Services for any competitor of equensWorldline. equensWorldline will decide at its sole discretion which parties will be deemed competitor(s) in the sense of this clause 18. In the event that Supplier does so notify equensWorldline under the terms of this clause 18, equensWorldline shall be entitled to terminate any agreement with Supplier immediately by written notification to Supplier.

## **19. Confidentiality and data protection**

### **19.1 Confidentiality**

**19.1.1** Supplier shall at all times, during the period agreed upon in the Hire Confirmation and after its expiry, keep in the strictest confidence all information relating to equensWorldline that is of a secret, confidential or proprietary nature, being any information which is not in the public domain or not legally obtainable from any source other than equensWorldline and which is provided by equensWorldline, or its advisors, to Supplier ("Confidential Information").

**19.1.2** Supplier undertakes to inform its personnel of the confidentiality obligations contained herein and obtain their commitment to be bound by such confidentiality obligations, prior to initiation of the Services. It ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

**19.1.3** All Confidential Information shall be provided by Supplier only to its personnel and to those ancillary partners directly involved in the performance of the agreed-upon Services (together: the "Permitted Recipients").

**19.1.4** Supplier shall ensure that all Permitted Recipients shall keep the Confidential Information secret. No Confidential Information shall be provided by Supplier to any third party and Supplier shall ensure that the Permitted Recipients do not provide any Confidential Information to any third party.

**19.1.5** If the agreement between equensWorldline and Supplier is terminated in accordance with clause 21 (Term and termination) below or when the Services have been completed, Supplier shall immediately return, and will cause the Permitted Recipients to return, all Confidential Information (howsoever stored and whether in writing, on computer disk or using any other means of storage) to equensWorldline.

**19.1.6** The confidentiality provisions set out in this clause 19.1 (Confidentiality) shall survive any termination of the agreements confirmed by a Hire Confirmation and its Conditions by a period of three (3) years following term of the termination.

### **19.2 Data protection**

In performing its obligations under the Hire Confirmation, Supplier will be processing personal data controlled by equensWorldline and therefore agrees to the following:

- (a) Supplier shall, in line with Article 28 (3) of the GDPR, process the personal data only on documented instructions from equensWorldline, on behalf of equensWorldline and only for the purposes of performing the Services and these Conditions and only in accordance with the instructions contained in the Hire Confirmation and these Conditions or received from equensWorldline from time to time; Supplier shall inform equensWorldline promptly if it deems any instructions to be in conflict with applicable laws or otherwise unlawful or in conflict with the terms of the Hire Confirmation and these Conditions. Supplier shall immediately inform equensWorldline if, in its opinion, an instruction infringes the GDPR or national or local data protection legislation;
- (b) Supplier shall process personal data in accordance with the GDPR and all applicable national and/or local laws, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by the European Union or other applicable national and/or local legislation to which Supplier is subject; in such a case, Supplier shall inform equensWorldline of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (c) Supplier shall not transfer, or otherwise process any personal data outside (a) the European Economic Area or b) those territories in respect of which the European Commission has made a positive finding of adequacy of

the protection of personal data, except with the prior written consent of equensWorldline and in accordance with any additional terms equensWorldline may impose on such transfer, e.g. a contract incorporating the EU-Standard Contractual-Clauses. The foregoing provisions of this clause shall apply to any onward transfer from such permitted territories;

- (d) Supplier shall not modify, amend or alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data to any third party, except as specifically instructed by equensWorldline and as necessary for the purpose of performing the Services; for the avoidance of doubt, disclosure of personal data by Supplier where required by law shall require equensWorldline's prior written approval, which will not be unreasonably withheld;
- (e) Supplier shall not engage any subcontractor to process personal data controlled by equensWorldline without prior written approval of equensWorldline. Subject to the aforementioned prior written consent, Supplier shall have the obligation to conclude a written agreement with such subcontractors. The same data protection obligations as set out in these Conditions and the Hire Confirmation shall be imposed on the subcontractor by way of this written agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR and all applicable national and/or local legislation. Supplier shall be fully liable towards equensWorldline for any such subcontracting data processor that it engages. Supplier shall warrant and guarantee that its subcontractor(s) shall comply with the GDPR and all applicable national and/or local legislation. Where the subcontractor fails to fulfil its data protection obligations, Supplier shall remain fully liable to equensWorldline for the performance of the subcontractor's obligations;
- (f) Supplier shall take the appropriate technical and organizational measures (including the security measures required pursuant to Article 32 of the GDPR) to protect the personal data against unauthorized or unlawful processing and against unlawful or accidental destruction, accidental loss, falsification, unauthorized dissemination, damage, alteration, unauthorized access or disclosure. Supplier agrees to store and process personal data from other data controllers strictly separate from the personal data processed as a result from the Services. Supplier shall keep proper records of any such measures taken within its organization and supervise compliance on a regular basis. Supplier shall, taking into account the nature of the processing, assist equensWorldline by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of equensWorldline's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. Supplier shall also assist equensWorldline in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Supplier;
- (g) Supplier shall take reasonable steps to ensure the reliability of any of Supplier's employees, agents, contractors and sub-processors who have access to the personal data. Supplier shall ensure that only those of Supplier's Personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Services and that they are informed of the confidential nature of the personal data. Supplier must require its personnel to acknowledge the terms of this clause and ensure compliance by its personnel with these terms;
- (h) Supplier shall use all reasonable efforts and provide full cooperation to assist equensWorldline in complying with all obligations imposed by Data Protection Laws (as defined at (m) below) on equensWorldline, in particular in respect of the data subject's right of access and its rights to rectification and erasure of the data within the statutory response periods; Supplier shall promptly comply with any request from equensWorldline requiring Supplier to amend, transfer or delete personal data and Supplier shall promptly notify equensWorldline of any personal data incident in connection with its data processing activity; personal data incidents include situations of personal data breach and any other unauthorized or other unlawful disclosure or processing of personal data and situations where any personal data is lost or destroyed or becomes damaged, corrupted or unusable; the notification to equensWorldline must include all the relevant information needed for equensWorldline to comply with its obligations under applicable laws; Supplier must restore any lost, destroyed or damaged, corrupted or unusable personal data at its own expense. Supplier shall not give any information on personal data incidents to third parties.

In addition to Article 33 (2) of the GDPR the notification of Supplier to equensWorldline in case of a personal data breach shall at least:

- describe the type and nature of the personal data breach including where possible, the categories and the number of data subjects concerned and the categories and approximate number personal data records concerned;
- communicate the name and contact details of the data protection officer or other contract point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects;

In case of data breach, Supplier shall make its best efforts to assist equensWorldline in fulfilling equensWorldline's obligation to notify the relevant supervisory authority and data subjects of a personal data breach under Articles 33 and 34 of the GDPR. Furthermore, Supplier shall take all urgent appropriate measures

and cooperate with equensWorldline to contain the breach, protect the personal data and inform equensWorldline without undue delay (at least within a timeframe that enables equensWorldline to comply with its (notification) obligations under the GDPR).

- (i) Supplier shall permit equensWorldline or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit Supplier's data processing activities and to comply with reasonable requests or directions of equensWorldline to enable equensWorldline to verify that Supplier is in compliance with its obligations under the Hire Confirmation and these Conditions. During the course of the inspection or audit, Supplier shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to (i) answer any reasonable queries of equensWorldline or its external advisers, and (ii) permit access to all relevant facilities and systems used by Supplier to process personal data.
- (j) Promptly after termination of the Services as agreed upon in the Hire Confirmation or upon request by equensWorldline at any time, Supplier shall and shall procure that its subcontracting data processors shall promptly return to equensWorldline, or if equensWorldline prefer destroy, or delete from its systems, all personal information, materials, documentation (including all copies in every form and media) in its power, possession or control unless legislation or a legal requirement imposed on Supplier (or on the subcontracting data processor) prevents it from returning, destroying or deleting all or part of the personal data processed. Upon request of equensWorldline, Supplier shall provide sufficient evidence to equensWorldline of the return, the destruction or deletion of the personal information. In circumstances where Supplier is unable to return, destroy or delete the personal data on account of legislation or a legal requirement imposed on it, Supplier guarantees the confidentiality of the personal data transferred and will not undertake any further processing of the personal data;
- (k) Supplier shall indemnify equensWorldline against all third-party claims which are filed or threatened against equensWorldline because of violation of any applicable Data Protection Laws (as defined at (m) below) which are attributable to Supplier;
- (l) Supplier shall indemnify equensWorldline against all claims of third parties, including government bodies, which may be filed or threatened against equensWorldline because of a violation by Supplier or its personnel of the laws concerning the statutory retention periods;
- (m) For the purposes of this clause, "personal data", "process/processing", "controller" and "processor" shall have the same meaning as in the applicable Data Protection Laws or Regulation (EU) 2016/679 (the "GDPR"); in particular and without limitation in relation to personal data of which equensWorldline is the "data controller" and which Supplier "processes" on behalf of controller. "Data Protection Laws" mean all applicable country-specific data protection laws, including but not limited to the GDPR and the Swiss Data Protection Act with regard to the processing of personal information, whether in existence as at the effective date of the Hire Confirmation or enacted during the performance of the Services; "personal data breach" shall have the same meaning as in the GDPR;
- (n) Supplier shall make available to equensWorldline, without any additional cost for equensWorldline, all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by equensWorldline or another auditor mandated by equensWorldline;
- (o) Supplier shall at the choice of equensWorldline and without any additional costs for equensWorldline, irrevocably delete, remove or return all the personal data to equensWorldline upon termination of/dissolving the Hire Confirmation, expiration of the retention period(s) as agreed or at request of equensWorldline and delete existing copies unless Union or other national or local legislation requires storage of the personal data. At the request of equensWorldline, Supplier shall provide with reasonable evidence of its compliance to irrevocably delete or removal the personal data. Any return of personal data to equensWorldline shall take place in a general acceptable, structured data format by electronic means. If it is not possible to return or irrevocably delete or remove the data, Supplier shall immediately inform equensWorldline. In that case Supplier guarantees that the personal data will be treated confidential and that the personal data will no longer be processed;
- (p) For the purposes of this clause only, equensWorldline has entered into the agreement laid down in the Hire Confirmation on its own behalf and on behalf of and for the account of any Affiliates for which Supplier also processes personal data of which the Affiliates are data controllers;
- (q) The provisions in this clause shall constitute the processing agreement between equensWorldline and Supplier and between each of the Affiliates and Supplier respectively as required pursuant to applicable Data Protection Laws.

## **20. Timescales and delays**

**20.1** equensWorldline shall expect from Supplier full support in order to meet the deadlines, if any, set forth in the Hire Confirmation. Supplier will use its best efforts to ensure that the Services and Deliverables or parts thereof are completed by the planned completion date specified in the Hire Confirmation, or such later date as may be determined by equensWorldline at its sole discretion.

**20.2** In the event of any failure by Supplier to perform the Services or deliver the Deliverables in accordance with the Hire Confirmation as a result of any act or omission on the part of Supplier or its personnel, equensWorldline

shall have the right to withhold payment of related Fees until the agreement has been performed to equensWorldline's satisfaction, without prejudice to any other remedies of equensWorldline under Dutch law.

### **21. Term and termination**

**21.1** All agreements will automatically terminate after eighteen (18) months of continuous contract duration if not agreed upon otherwise in writing.

**21.2** equensWorldline and Supplier may terminate any agreement as confirmed in the Hire Confirmation without being required to explain the cause, taking into account a notice period of ten (10) working days, unless a shorter period is justified on grounds of reasonableness and fairness. The foregoing is subject to equensWorldline settling in full all amounts due under such Hire Confirmation as at the date of such termination as further described in clause 21.3 below. In accordance with the preceding sentence, equensWorldline shall compensate Supplier for the following costs: all work completed and reasonable expenses incurred up to the date of termination, pursuant to approval by equensWorldline of days or hours worked.

**21.3** If an agreement between equensWorldline and Supplier has been terminated in accordance with clause 21.2 above, equensWorldline shall be under no liability other than to make payment for satisfactory Services rendered up to the effective termination date and any authorized expenses incurred or committed to the date of termination. Such termination shall be without prejudice to any rights that equensWorldline has in respect of Supplier.

**21.4** Notwithstanding its other remedies, equensWorldline may immediately terminate an agreement with Supplier if Supplier (i) is in material breach of any of its obligations under these Conditions and/or the Hire Confirmation, which breach continues after written notice and a reasonable opportunity to cure or (ii) is unable to pay its debts as they fall due; becomes insolvent; is subject to bankruptcy, reorganization, moratorium, insolvency or similar proceedings for the relief of financially distressed debtors; is subject to winding up, dissolution or liquidation proceedings (whether judicial or non-judicial) proceedings; voluntarily or involuntarily suspends or discontinues its business; liquidates or sells a substantial part of its assets; makes an assignment for the benefit of its creditors; or is subject to the appointment of a receiver, liquidator or other third party over its assets or business.

### **22. Compliance**

Supplier shall comply with all laws and regulations in force in the country where the Services and Deliverables are to be provided under the Hire Confirmation and these Conditions. Such regulations shall include, but are not limited to (i) equensWorldline's most recent Code of Conduct, plus additional instructions issued by equensWorldline and (ii) regulations and laws regarding the payment of taxes and contributions, safety, environment, health and safety measures.

### **23. Governing Law**

The Conditions shall be construed in accordance with Dutch law and shall be subject to the exclusive jurisdiction of the competent court in Utrecht, The Netherlands.

### **24. Publicity**

Supplier shall not use equensWorldline's name or trademarks or any language, pictures or symbols which could, in equensWorldline's judgment, indicate or imply equensWorldline's involvement in or endorsement of any written or oral advertisement or presentation, brochure, newsletter, book or other published material, without equensWorldline's prior written consent.

### **25. Notices**

Any notice, request, demand or other communication given or made under the Hire Confirmation and these Conditions shall be sent by e-mail to the relevant party. Notices of termination shall be sent by registered mail.

### **26. Non-solicitation**

Neither Party shall during the term of this Agreement and for a period of twelve (12) months thereafter, directly or indirectly, solicit, entice away or employ employees or independent contractors of the other, such prohibition not to extend to cases where such employees of contractors respond to indirect advertisements including, without limitation, advertisements placed on the internet.

### **27. Entire agreement and Conditions**

**27.1** The Conditions and Hire Confirmation constitute the whole agreement between equensWorldline and Supplier.

**27.2** The Hire Confirmation and Conditions shall supersede any prior promises, representation, undertakings or implications whether oral or in writing and, for the avoidance of doubt, the parties acknowledge that neither has entered into any agreement in reliance upon any representation or term other than those which are referred to in the Hire Confirmation and these Conditions.

### **28. Severability**

If any terms of the Hire Confirmation or the Conditions or the applicability of any provision thereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of such documents shall continue in full force and effect.

**29. Waiver**

No waiver of any term of the Hire Confirmation, the Conditions by either party shall be deemed to be a further or continuing waiver nor shall it be a further or continuing waiver of any other term of the Hire Confirmation and the Conditions.

**30. Translation**

In case of a dispute between the English text of these Conditions and any translations thereof the English version shall prevail over any translation of this text.

