

GENERAL TERMS AND CONDITIONS OF DATA QUALITY AND CUSTOMER INSIGHT

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

- 1.1. These general terms and conditions apply to all offers, quotations and assignments from or to Post Adress or other agreements between Post Adress and the Client with regard to data quality and customer insight.
- 1.2. Due to a cooperation agreement between Post Adress and EDM B.V. (EDM), Post Adress is entitled to market on it's own behalf the EDM's services to Clients.

2. Transfer prohibition

Unless agreed expressly in writing by Post Adress, the Client is not permitted to transfer all or part of the rights and/or obligations from the agreements concluded with Post Adress to third parties. If Post Adress agrees to such a transfer at the request of the Client, Post Adress may attach conditions to the permission.

3. Liability

- 3.1. The Parties will endeavour to fulfil the agreement properly.
- 3.2. In the event of an attributable shortcoming in the fulfilment of an obligation under the agreement, one party must send the other party written notice of default, whereby the negligent party will be given a reasonable period of time to still fulfil its obligations.
- 3.3. The Parties must provide each other with the co-operation necessary to enable one party to investigate a shortcoming reported by the other party and rectify it where possible.
- 3.4. The liability of the parties is limited:
- 3.5. The liability of a party for indirect damage, including but not limited to consequential loss, loss of profits, missed savings, damage due to business interruption and/or image impairment are excluded.
- 3.6. Direct damage, which is the direct result of a shortcoming attributable to the other party, must be compensated by the other party. This damage is limited to the net invoice amount with regard to the delivery and/or services provided, from which any damage originated, and the invoice amount which has actually been paid to Post Adress. Direct damage will not, in any case, include the costs of printing, shipping and other costs necessary for the distribution of (marketing) information.
- 3.7. With regard to its services Post Adress, respectively EDM has taken out a professional liability insurance as well as an additional cyber risk insurance. A copy of the relevant insurance policy may be provided at the request of the Client.

4. Force majeure

- 4.1. If a party cannot fulfil its obligations due to force majeure, these obligations will be suspended for the duration of the force majeure situation. If the force majeure continues for longer than 3 months, both parties have the right to dissolve the agreement in whole or in part in writing.
- 4.2. In the event of force majeure, the Client will not be entitled to any compensation or fee.
- 4.3. Post Adress will notify the Client of a (an expected) force majeure situation as soon as possible.
Data quality and customer insight

5. Service provision by Post Adress

- 5.1. Post Adress, respectively EDM makes every effort to perform its services to the best of its knowledge and ability, according to the agreements made with the Client. The Client itself is responsible for the way in which it uses the services and advice provided by Post Adress.
- 5.2. Any delivery times specified apply for indicative purposes and not as final deadlines.
- 5.3. Any deficiencies in or complaints about the performance of an assignment by Post Adress must be notified to Post Adress in writing within six days of the performance of the assignment, failing which the Client will lose its claim to the alleged deficiencies and Post Adress will be deemed to have delivered what was agreed with the Client.
- 5.4. If, in the opinion of Post Adress, a complaint is well-founded, then Post Adress must still perform the services and/or deliver the data as previously agreed, unless this has become demonstrably meaningless to the Client and the Client has confirmed this in writing or by e-mail. In that case, the parties must jointly endeavour to find another solution.

6. Processor agreement and confidentiality

- 6.1. The Parties must treat confidential information from each other, including the data of Post Adress, respectively EDM and the Client, as well as personal data, (background) information about the (structure of) the services of the other party, including methods, systematics, strategies and working methods, as being strictly confidential. In doing so, they must take the utmost care and must in no case disclose confidential information to third parties. The Post Adress' subcontractor ABIS GmbH is not classified as Third Party. Employees of the parties and the Post Adress' subcontractor

ABIS GmbH have a similar obligation to treat this information confidentially when it is in writing. This confidentiality obligation continues after the end of an assignment.

- 6.2. In the event of a violation of the provisions of this article, the infringing party will, after notice of default, be liable for a fine of €5,000 for each violation and € 500 for each day that the violation continues, regardless of all other rights of the other party to demand compliance, dissolution and additional compensation.

7. Service provision for Data

- 7.1. Post Address offers services and solutions as a result of which data can be provided to the Client which might include personal data - details that can be traced to an individual natural person. This data may consist of (i) reference data, data used for Post Address' services with regard to data quality (hereinafter: "Reference Data"), (ii) segmentation data, data used for Post Address's services with regard to customer insight (hereinafter: "Segmentation Data").
- 7.2. The term 'Data' means all Post Address, respectively EDM data or data which Post Address, respectively EDM can use, including Reference Data and Segmentation Data.

8. Rights of use of Data

- 8.1. The Client is only entitled to use the Data for the purposes as agreed in writing with Post Address. Use of the Data is exclusively allowed by the Client itself unless otherwise agreed in writing. Use of Data by the Client itself is allowed. For the use of Data, further conditions of use may apply that may be changed by Post Address from time to time.
- 8.2. The Client must comply with the specific terms and conditions of use provided by Post Address and must follow Post Address's instructions regarding the processing of the personal data included in the Data.
- 8.3. Post Address, respectively EDM makes efforts to the best of its ability to keep the Data accurate and up to date. To prevent the use of inaccurate data, the Client is at all times obliged to use in its applications the most recent Data and any software provided by Post Address. The Client indemnifies Post Address, respectively EDM against any damages or claims resulting from the use of outdated Data and/or software from Post Address.
- 8.4. Other than when using Reference Data for data quality purposes, the Client is not entitled to include integrally any Segmentation Data - whether or not edited - into its own files or databases unless explicitly otherwise agreed in writing.
- 8.5. The Client acknowledges that Post Address, respectively EDM is the data controller with regards to its Data insofar as this relates to personal data.
- 8.6. The Client itself is also a data controller and is therefore responsible and liable itself for the purposes and manner of using the Data and personal data included in it and/or knowledge insights based on it and the information provision on it to the data subjects. The Client indemnifies Post Address, respectively EDM against any claims of third parties including the regulatory authorities, insofar as they are the direct result of an incorrect basis for processing applied by the Client or faulty information provision to data subjects.
- 8.7. After the expiry of the agreed period of use and at any first request of Post Address (e.g. as a result of amended legislation or an amended opinion of a regulatory authority, in the opinion of Post Address, respectively EDM), the Client must immediately destroy or delete the personal data included in the Data from its systems.
- 8.8. With regard to the use of the (delivered) Data, the Client is only entitled to deviate from the provisions of this agreement and conditions with the express written confirmation of Post Address. With each deviation from the agreed use as determined by Post Address, the Client will owe an additional (user) fee, based on the nature and scope of the additional or non-agreed use.

9. Intellectual property rights

- 9.1. Post Address, respectively EDM, is the owner of all intellectual property rights, including database rights and copyright, on all Data, any software and (SaaS) services or otherwise, which it makes available to the Client under the agreement. The Client must prevent such property rights from being limited or destroyed in any way, or being charged or encumbered with third-party rights.
- 9.2. Post Address, respectively EDM, guarantees that no copyright or other intellectual property rights of third parties are infringed and indemnifies the Client against any claims of third parties in this regard.
- 9.3. With the exception of the user rights granted explicitly in writing to the Client, the Client does not have the right to copy or otherwise publish, make public or exploit the goods, data, software or services provided by Post Address or results of services to the Client, other than for the agreed use as set down in the terms of use and/or in a further agreement. Insofar as the goods provided consist of data or data files, these may not be 'retrieved' or 're-used' within the meaning of the Netherlands Databases (Legal Protection) Act (*Databankenwet*), except insofar as this is necessary to achieve the agreed use of such data or data files. The restrictions referred to above will not affect the Client's rights under Sections 45j and 45k of the Netherlands Copyright Act (*Auteurswet*) (permitted own use for backup and filing purposes).
- 9.4. Any data provided by the Client remain the property of the Client, as well as the intellectual property rights vested in them. The Client guarantees that no copyright or other intellectual property rights of third parties are infringed and indemnifies Post Address, respectively EDM against any claims of third parties in this regard.
- 9.5. Any information, methods, formulas, techniques, systems, etc., are and remain the intellectual and physical property of Post Address, respectively EDM (insofar as is applicable). This agreement does not have the transfer of any property rights

as its subject. Post Adress, respectively EDM indemnifies the Client against any claims of third parties with regard to the intellectual property rights of such third parties to the materials and data provided by Post Adress.

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

10. Control

- 10.1. The Client declares that it is aware that every delivery of Data, whether or not it contains (e-mail) addresses/files, may be supplemented by control addresses or attributes. These control addresses or attributes may be added by EDM as well as by the relevant file owner. Such control addresses or attributes have been added to protect the Data, in order to be able to control the manner in which the Data is used. Misuse and/or use of the Data in violation of what has been agreed will be deemed to have been demonstrated at all times, if this can be made plausible based on the control addresses or attributes explicitly designated as such by EDM and/or the file holder and is thereby conclusive evidence.
- 10.2. As the “data controller” as referred to in the General Data Protection Regulation, Post Adress, respectively EDM is authorised with regard to the Data to periodically perform (or have performed) an audit of the use and the processes used by the Client to protect the Data provided or made available for use by Post Adress, respectively EDM. The Client must provide the necessary co-operation and, among other things, must provide insight into the actual use of the Data by the Client and the security procedures and protocols used. Post Adress must inform the Client 4 weeks prior to the audit in writing (or by e-mail) and indicate what data the Client would like to gain insight into.
- 10.3. Any information obtained from an inspection will be dealt with confidentially and kept secret by Post Adress, respectively EDM and therefore not shared in any way with any third parties. If and to the extent that, in the opinion of the Client, access to the Client’s security procedures constitutes an unacceptable security risk, the Client can make do with a more general description of the security measures taken.

11. Data leaks

- 11.1. If and insofar as unauthorised third parties violate the protection of the Client's systems which provides (or provided) access to Post Adress' / EDM's Data and this has serious harmful consequences for the protection of the processed personal data, the Client will inform Post Adress of this as soon as possible after discovery so that Post Adress, respectively EDM can fulfil its duty to report to the regulators and parties involved. The Client must then contact the Post Adress privacy officer.

12. Miscellaneous

- 12.1. The Client and Post Adress enter into a co-operation with each other. In the event of a dispute, a solution must always be sought first in consultation. If it proves impossible to reach a solution within 14 days of a dispute arising, the dispute will be submitted to the management of both parties who will then try to reach a solution. If a solution still cannot be found within 4 weeks of a management consultation, the dispute may be submitted to the competent court, unless the parties agree another form of dispute settlement.
- 12.2. Any claims expire one year after the delivery or performance of a service.
- 12.3. Legislative changes or changing views of the regulatory authorities may be a direct reason for the parties to change (certain provisions of) the agreement and/or these terms and conditions. The parties must then agree on a change that matches as far as possible the intentions of the provisions in the agreement and/or these terms and conditions, without prejudice to the other provisions in these terms and conditions.
- 12.4. Post Adress explicitly rejects the applicability of any general conditions of the Client.
- 12.5. In the event of disagreement about the amount the Client owes Post Adress, the details in Post Adress' accounts (including log files) will be decisive, unless the Client provides written evidence to the contrary.
- 12.6. The usage rights, the intellectual property rights and the data protection stipulations are governed by Dutch law.
- 12.7. German law applies to all legal relationships between Post Adress and the Client and all disputes that may arise from them.
- 12.8. Place of jurisdiction is Gütersloh, Germany.
- 12.9. Any amendments to these provisions will only be valid if they have been agreed in writing and signed by both parties.