

General Terms and Conditions Bexer Benefits B.V.

1. General

- 1.1 Bexer Benefits B.V. (**Bexer**) is a Dutch private limited company registered in the Dutch Trade Register under number 77222563 and is established in Utrecht, the Netherlands.
- 1.2 These General Terms and Conditions apply to all services (to be) provided by Bexer to any (legal) person (**Client**).

2. Provision of services

- 2.1 All services are provided by Bexer and solely Bexer shall operate as contracting party of the Client and not any persons and/or legal entities associated with Bexer, even if it is Client's intention that an assignment is carried out by a specific person associated with Bexer. The application of Sections 404 and 407 sub 2 of Book 7 of the Dutch Civil Code are excluded.
- 2.2 These General Terms and Conditions as well as any other conditions agreed upon with Client are stipulated for and may be relied upon by Bexer and by any persons and/or legal entities associated or formerly associated with Bexer or involved in the provision of services by or on behalf of Bexer in any manner, as well as by their legal successors. They may invoke any of these provisions with regard to Client and, where appropriate, any reference to Bexer should be read as a reference to the person and/or legal entity concerned. In the performance of their professional work, these persons shall act exclusively for the account and risk of Bexer.
- 2.3 All services provided by Bexer are exclusively addressed to the Client. Third parties may not rely on or derive any rights from services provided to the Client or the result therefrom, even if they can be considered an (direct or indirect) interested party. Bexer does not accept any liability towards third parties for services provided to Client.

3. Payment terms

- 3.1 Bexer will send monthly invoices for services performed in the preceding calendar month. Invoices will only be sent by email.
- 3.2 All fees are exclusive of value added tax (VAT) and expenses incurred by Bexer (including accommodation costs and travel expenses). Bexer may adjust its hourly rates annually, as per January.
- 3.3 Client must make all payments without deduction, discount, or set-off by deposit or wire transfer to the bank account stated on the invoice within fourteen (14) days after the invoice date.
- 3.4 Client may notify Bexer in writing of any objections to an invoice within thirty (30) days after the invoice date. If Client fails to do so within this period, the invoice will be deemed to have been accepted.

- 3.5 If Client fails to pay any amounts due within the period set forth in Clause 3.3 of these General Terms and Conditions, Client shall be in default without further notice and will be indebted statutory trade interest over the outstanding amount until payment in full of the outstanding amount (including interest accrued thereon).
- 3.6 In the event Client fails to fulfil its payment obligations ultimately within 45 days after the invoice date, Bexer shall be entitled to suspend the provision of services to Client. If Bexer exercises such right, Client shall be notified of such suspension in advance.

4. Confidentiality

- 4.1 Bexer undertakes to maintain confidentiality towards third parties in respect of all confidential information which it received from Client, unless a statutory or professional obligation exists or arises to disclose such information.
- 4.2 Client will not disclose the contents of reports, opinions, memoranda, advices or other written or oral statements issued by Bexer without Bexer's prior written consent.

5. Intellectual property

- 5.1 Bexer retains all intellectual property rights in relation to the products it uses and/or has used and/or develops and/or has developed within the framework of the provision of the services rendered to Client.
- 5.2 Client is not entitled to and must refrain from reproducing, publishing, disclosing and/or using for commercial purposes, alone or in collaboration third parties, those products, including software, system designs, working methods, opinions, advices, contracts, model contracts and all other products of intellect, all in the broadest sense of the word. These products cannot and may not be reproduced and/or published and/or disclosed and/or used for commercial purposes without the prior written consent of Bexer. Client has the right to reproduce written documents for use within its own organization to the extent this is in line with the purpose of Bexer's engagement.

6. Liability

- 6.1 Bexer's liability is limited to the amount that is paid out for the relevant claim under the professional liability insurance policy taken out by Bexer, plus the applicable excess. Liability for damage caused by an event not covered by any insurance is limited to the amount that is equal to the amount invoiced and received by Bexer for services provided to Client (excluding VAT) in the relevant matter in the twelve (12) months preceding the day on which the liability arose, with a maximum of EUR 50,000.
- 6.2 Any liability of persons and/or legal entities (in)directly associated with Bexer (including but not limited to its directors, officers, employees, shareholders and their individual holding companies) is excluded.
- 6.3 Every claim for compensation will expire one (1) year after the date on which Client became aware of the damage and of Bexer's liability for the damage.

- 6.4 In no event will Bexer be liable for any trading loss or indirect or consequential damage sustained by Client or third parties.
- 6.5 Client indemnifies Bexer against any claims made by third parties and any other damage suffered by Bexer in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under Bexer's insurance, plus the applicable excess. A third party includes every group company, shareholder and managing or supervisory director of Client, any persons working at or for the Client and any family member of Client.

7. Termination

- 7.1 Client may terminate the agreement for services with Bexer at any time, provided that notice of termination must be given in writing to its contact at Bexer.
- 7.2 Bexer may terminate agreement for services with Client by giving the Client fourteen (14) days' prior notice, or immediate notice if Client does not pay an invoice within sixty (60) days of the due date, provided that notice of termination is given in writing.
- 7.3 If the agreement for services is terminated, Client will pay the fees for the services provided and expenses incurred by Bexer until the termination date.

8. Severability

If any provision of these General Terms and Conditions is declared void or unenforceable, the other provisions of these General Terms and Conditions shall remain to be of effect, unless the latter provisions must be deemed to be indissolubly connected with the void or unenforceable provision. In the event the other provisions remain valid, Bexer shall replace the void or unenforceable provision by a valid provision which reflects Bexer's original intent to the greatest possible extent.

9. Personal data

- 9.1 Terms defined in the European General Data Protection Regulation (GDPR) have the same meaning in this Clause 9 of the General Terms and Conditions.
- 9.2 Bexer may process personal data in the performance of its engagement by Client.
- 9.3 Client shall indemnify Bexer and all persons and/or legal entities affiliated with Bexer against any claims made by third parties and any other damage suffered by Bexer or any person and/or legal entity affiliated with Bexer in connection with an alleged unlawful processing of personal data in the course of the engagement of Bexer by Client, to the extent Bexer has received these personal data from Client or at the instruction of Client.

10. Jurisdiction and applicable law

- 10.1 The agreement for services by and between Bexer and Client and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- 10.2 The district Court Midden Nederland, location Utrecht, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.

Privacy policy of bexer

1. Introduction

This is the privacy policy of Bexer Benefits B.V., Bexer Digital B.V. and Bexer Benefits B.V. (jointly, **Bexer**), based in Utrecht, the Netherlands. Bexer renders services on reward, human resources and performance management and licenses related software applications.

We are committed to safeguarding the privacy of our (prospective) customers, suppliers, job applicants, persons who subscribe to and/or receive our mailings and/or newsletters, persons who attend or participate in events, conferences or meetings, persons who enter prize contests and persons who visit our website. This privacy policy applies if personal data are processed by Bexer in accordance with the European General Data Protection Regulation (**GDPR**) and laws and regulations promulgated thereunder.

We will only process your personal data on the basis of the performance of a contract we concluded with you, the compliance with legal obligations, legitimate interests and/or your consent.

2. which personal data do we collect?

We may collect and process the following personal data that are provided by you:

- your (first and last) name and gender;
- your personal or business contact information, such as email address, postal and visiting address, your position and phone number;
- data related to the device you use to visit our website and/or to read our mailings and/or newsletters;
- any personal data you may provide us in connection with a job application; and
- any other personal data which you may provide us or which we may obtain in relation to the purposes set forth in this privacy policy and to the extent such is based on (any of) the grounds set forth in this privacy policy.

3. Purposes for which you provide your personal data

We may use your personal data for:

- our communication with you;
- the offering, marketing and selling our products and/or services to you;
- the provision of our services and safeguarding the quality of our services;
- marketing and business development activities and communications (including sending mailings and/or newsletters, brochures, mailings, invitations for events and prize contests);
- the review and handling of your job application;
- generating statistics on the use of our website and the consultation of mailings and/or newsletters; and
- compliance with applicable laws and regulations.

4. sharing of personal data

We will not share your personal data with third parties, unless such is required for or conducive to the performance of the contract with you or the compliance with legal obligations. We will only transfer your personal data to any third party for the purposes and to the extent such is based on (any of) the legal grounds set forth in this privacy policy. Third parties to whom we transfer your personal data are themselves responsible for compliance with privacy legislation. To the extent that a third party processes your personal data as a data processor of Bexer, we will conclude a data processing agreement with such party that meets the requirements set forth in the GDPR and related laws and regulations. We shall not transfer your personal data to countries or organizations outside of the Economic European Area (**EEA**) which do not ensure an adequate level of protection.

5. what are your rights?

You have the following rights in relation to the processing of your personal data:

- to access, rectify and, subject to compliance with our legal and regulatory obligations, erase your personal data;
- to object to or restrict processing of your personal data by us, although there may be circumstances in which we may be legally required to deny such request;
- to request us to receive your personal data in a structured, commonly used and machine-readable format (data portability);
- to lodge a complaint with the relevant supervisory authority; and
- to withdraw your consent to the processing of your personal data, although we may continue processing your data if such is required in view of our compliance with applicable laws and regulations.

6. Retention of personal data

We will not retain your personal data any longer than is required for the achievement of (any of) the purposes set forth in this privacy policy, or compliance with applicable laws and regulations.

7. Security measures

Bexer has taken appropriate technical and organizational measures to ensure an appropriate level of security to protect your personal data from unauthorized or unlawful processing and to prevent loss, destruction, damage, alteration or disclosure of your personal data.

8. Updates of our privacy policy

This privacy policy may be updated from time to time. If so, a new version of our privacy policy will be published on our website. In view hereof, we kindly request you to check this page occasionally.

9. Contact

If you have any questions, comments or complaints regarding the processing of your personal data, you can contact us at info@bexer.nl.