

General Terms and Conditions of Twelve

Annex: Processor Agreement of Twelve

Twelve B.V.
Twelve Sports & Hospitality B.V.
Twelve Events B.V.
Twelve Venues B.V.

General Terms and Conditions of Twelve

We are the Twelve Group, consisting of Twelve B.V., Twelve Sports & Hospitality B.V., Twelve Venues B.V. and Twelve Events B.V. (hereafter collectively called **Twelve**). Twelve offers services in the development and implementation of payment solutions in the sports and hospitality sectors, at events and in stadiums. For more information visit our website: www.twelve.eu (**Website**).

These general terms and conditions (**Conditions**) apply to all offers, agreements and collaborations entered into between the Client and Twelve, irrespective of whether the agreement is entered into with the Twelve Group or only with a single B.V. which forms part of the Twelve Group. Twelve offers its services under the condition that the client accepts these Conditions.

1 Definitions

1.1 **Twelve:** the Twelve Group, consisting of Twelve B.V., Twelve Sports & Hospitality B.V., Twelve Venues B.V. and Twelve Events B.V. Each of these companies can independently accept an Assignment, to which these Conditions apply each time.

1.2 **Service(s):** all work carried out by Twelve to implement payment solutions and other (related) products, such as digital price lists and connected coffee vending machines for the Client in the sports and hospitality sector, at events and in stadiums.

1.3 **Systems:** the payment Systems and any additional Systems that Twelve rents or sells to the Client under the Agreement, including checkouts, top-up cash registers and other equipment and/or goods that form part of the (payment)System.

1.4 **Client:** Twelve's customer, being any natural person who practices a profession or runs a business, or a legal person, who concludes this agreement with Twelve.

1.5 **Assignment:** Any Assignment that the Client grants to Twelve for providing Services under the terms and conditions, as described in the Conditions or the Agreement.

1.6 **Agreement:** the Agreement established between Twelve and the Client regarding the Assignment, which consists of the quotation or Agreement between Twelve and the Client which defines the Assignment.

1.7 **Parties:** Twelve and the Client together.

1.8 **In Writing:** All forms of written communication, including electronic communications such as a digital signature or email message.

2 Offers and quotations

2.1 Any offers and quotations from Twelve are without obligation, unless otherwise agreed to by the Parties.

2.2 An offer or quotation is based on a specific Client request and only applies to the specific underlying Assignment. No rights can be derived from an offer or quotation for a future Assignment or Agreement.



2.3 On preparation of the quotation, Twelve may assume that the data provided by the Client is correct and complete.

2.4 The Client cannot hold Twelve to an offer or quotation, if the Client can reasonably perceive that the offer or quotation (or part of it) apparently contains an obvious mistake or error.

2.5 If the Client does not accept the offer or quotation within thirty (30) days, the offer or quotation shall automatically lapse, unless the Parties have agreed otherwise.

3 Establishment and implementation of Agreement

3.1 The Agreement between Twelve and the Client is established the moment that:

3.1.1 Twelve submits an offer or quotation for the Assignment to the Client and the Client accepts this In Writing; or

3.1.2 Twelve implements the Assignment.

3.2 Twelve may refuse Assignments without explaining such refusal.

3.3 The Client must always grant Assignments and give follow-up instructions In Writing to Twelve.

3.4 Twelve will carry out the Assignment to the best of its ability and understanding, without guidance or supervision from the Client. Twelve will act with due care towards the Client and third parties. The Client may give directions and instructions on the result of the Assignment.

3.5 The Client will provide Twelve with all information and materials necessary for implementation of the Agreement. If the Client does not provide such information and materials in good time, Twelve may suspend the Assignment and invoice additional costs resulting from the delay. Twelve will inform the Client in good time.

3.6 Twelve may carry out additional activities other than those mentioned in the Agreement and to bring these activities into account, if this is necessary for proper implementation of the Assignment. Twelve will inform the Client in good time.

4 Duration and termination

4.1 The Agreement between Twelve and the Client is concluded for a duration as agreed in the quotation or supplementary agreement.

4.2 If the Agreement is limited regarding the contents or duration, the Agreement will automatically terminate on fulfilment of the contents or duration.

4.3 Twelve may terminate the Agreement immediately, without being obliged to pay compensation or to indemnify, in the following cases:

4.3.1 Client is bankrupt or in suspension of payment;

4.3.2 Client is being wound up or liquidated;

4.3.3 Client is placed under guardianship or dies;

4.3.4 Due to other circumstances, Client no longer has the right to freely manage its assets.

4.4 Twelve may cancel or terminate the Agreement immediately, with no notice of default being required, if the Client fails, does not or does not fully comply with its



obligations under the Agreement. On non-compliance of its obligations, the Client must pay compensation or indemnify Twelve.

5 Implementation period and delivery

5.1 Twelve and the Client can agree to a period within which Twelve implements the Assignment and delivers the Systems, as established in the Agreement (Implementation Period). The Implementation Period commences the moment that the Agreement is concluded.

5.2 The Implementation Period is indicative and not a strict deadline. If Twelve exceeds the Implementation Period, then the Client is not entitled to compensation of damages. The Client may not terminate the Agreement if the period has been exceeded by Twelve, unless implementation of the Agreement is permanently impossible or if Twelve cannot implement the Assignment within a period notified by it again In Writing.

5.3 If the Parties agree that Twelve takes care of delivery of the Systems and other matters in fulfilment of the Agreement, then the Client will provide Twelve with immediate access to the location where the Systems and other matters should be delivered. If the Client does not comply with this and a delay is caused for Twelve, then Twelve may bring this time into account as working hours.

5.4 Twelve may deliver partial Systems or may wait with delivery until the entire order is ready. Twelve will notify the Client in good time.

6 Rates

6.1 Assignments are implemented at the prevailing rates incorporated in the Agreement.

6.2 Twelve may increase the rates in the intervening period if unforeseen cost-increasing circumstances occur after the Agreement has been concluded.

6.3 Rates are in euros, excluding possible expenses by Twelve and excluding VAT and other government levies. In its confirmation In Writing, Twelve expressly states any transportation costs, shipping costs, insurance premiums and other costs which shall separately be borne by the Client.

6.4 Any costs in connection with establishment of the Agreement shall be borne by the Client.

7 Payment

7.1 The Client must pay Twelve within fourteen (14) days of the invoice date, unless otherwise agreed to In Writing. By the mere expiry of the term of payment of an invoice, the Client is in default without further notice of default being required.

7.2 On commencement of the Assignment the Client pays a deposit to Twelve, as specified in the Agreement. If no deposit is mentioned, then the standard deposit of 50% of the total agreed costs applies. Twelve will commence its activities after the deposit has been received.

7.3 On exceeding the term of payment, the Client owes statutory commercial interest, increased by 10% of the invoice amount. This surcharge is not due on payment within fourteen (14) days of the invoice date.



7.4 If the Client is in default or in non-timely compliance of obligations, then any reasonable costs incurred for obtaining an extrajudicial settlement shall be for account of the Client. The extrajudicial costs will be calculated based on the Extrajudicial Collection Costs (Standards) Act and the corresponding Decree. Ancillary costs made by Twelve in relation to collections are also for the account of the Client.

7.5 In the event of no or non-timely compliance of the payment obligations by the Client, Twelve is authorised to terminate the Agreement with immediate effect or to suspend further delivery of Services and/or products until the moment that the Client has fulfilled its payment obligations, including payment of interest due and associated costs.

8 Permits

8.1 The Client is responsible for obtaining and maintaining any necessary permits, including government permits required for implementation of the Agreement. This includes the use of access roads to the site where Twelve must implement activities in relation to the Agreement, such as delivering Systems and other matters.

8.2 Any loss caused due to the late presence of a permit is for account of the Client. This particularly applies to costs of possible waiting times and additional transportation costs.

9 Change of Assignment

9.1 If, during implementation of the Assignment, it is deemed necessary to change or supplement the contents of the Assignment to enable a proper implementation, then Twelve and the Client will arrange this in mutual consultation.

9.2 If a change occurs in the Assignment, Twelve may increase or decrease the agreed price. Where possible, Twelve will provide a quotation of this. If a change occurs in the Assignment, the Implementation Period may also change. The Client accepts the possibility of a change in the Assignment, price and Implementation Period. If a change occurs in the Assignment, Twelve will not bring costs into account if the change in the Assignment is due to circumstances which can be attributed to Twelve.

9.3 If, during implementation of the Assignment, Twelve must implement additional Services or incur additional expenses due to causes attributable to the Client, then Twelve may implement these changes without prior consultation with the Client. Twelve may charge ancillary costs to the Client. Causes which are attributable to the Client are, for example, but not limited to, incomplete requests, non-timely responses, not having the site ready as repeatedly indicated by Twelve, so installation of the checkout cannot take place, as well as providing incorrect information and negligence on the part of the Client.

10 Implementation by third parties

10.1 Twelve may have the Assignment implemented in whole or in part by a third party, if this is necessary for a proper implementation of the Assignment. Twelve will notify the Client in good time regarding deployment of third parties.

10.2 If Twelve is to be substituted in whole or in part by a third party, Twelve remains responsible for the result of the Assignment.

10.3 If a third party is deployed by Twelve to carry out work at the Client's site or at a site designated by the Client, then the Client must provide facilities reasonably required by the employees of such third party.



10.4 If a third party engaged by Twelve increases its prices during the Agreement, then Twelve may pass this on to the Client.

11 Retention of title

11.1 If Twelve sells to the Client any information, products or materials, including Systems regarding implementation of the Assignment and Agreement, these matters remain the property of Twelve until the Client has complied fully with all its obligations. Intellectual Property Rights are excluded from this provision, because this is vested in Twelve (see Article 14).

11.2 If the Client leases the Systems from Twelve, Twelve remains owner of the Systems.

11.3 If Twelve wishes to exercise its ownership rights, the Client will provide unconditional and irrevocable permission to Twelve to enter all places where the properties are situated, so that Twelve can recover the property.

11.4 The Client will do everything that can be reasonably expected of it to secure the properties of Twelve.

12 Use of Systems

12.1 The Client may make use of the Systems during the Assignment. The Client will use and maintain the Systems with due care. The Client will take effective measures in good time to prevent damage to the Systems. If damage occurs to the Systems, the Client will immediately notify Twelve of this In Writing.

12.2 The Client may not use the Systems or any part thereof as collateral or object of security with respect to third parties.

12.3 If an event occurs, the Client and all entrepreneurs at the event (the **Entrepreneurs**) may make use of the Systems, subject to the terms and conditions included in these Conditions and the Agreement. The Client is responsible for the Systems used by the Entrepreneurs and all liabilities arising from it. The Client may not provide use of the Systems to someone other than the Entrepreneurs by way of a sublease or any other form.

12.4 The Client shall only use or allow use of the Systems at the place agreed to by the Parties (the **Place**). Twelve will install, mount and prepare the Systems for use at the Place.

12.5 The Client may not bring about changes (**Modifications**) to the leased Systems in whole or in part, nor add anything to it without prior consent In Writing from Twelve. Twelve may specify terms to this consent, such as specifying terms relating to the manner and quality of the Modifications or increasing the rental or purchase price. The Client must undo or remove Modifications before the end of the Agreement, unless otherwise agreed to by the Parties.

12.6 The Client is not entitled to any compensation, on any account, in relation to Modifications brought about by the Client which cannot be undone or removed for any reason at or after the end of the Agreement.

13 Maintenance of the Systems

13.1 Twelve maintains the Systems present at the Client's premises. The Client will not maintain the Systems nor have this done by a third party.



13.2 The Client will immediately notify Twelve In Writing about any defects in the Systems.

13.3 Twelve will try to restore the Systems by way of corrective maintenance within a reasonable period of time. Twelve may also undertake preventive maintenance of the Systems, but Twelve does not have to do so. The days and points in time at which maintenance takes place will be determined in consultation between the Parties. Where possible and when requested, Twelve will allow the Client to undertake corrective or preventive maintenance itself.

13.4 The following defects are excluded from Twelve's obligation to restore defects, as mentioned in Article 12.3:

- 13.4.1 Defects that the Client has accepted on conclusion of the Agreement;
- 13.4.2 Defects as a result of causes from outside;
- 13.4.3 Defects that can be attributed to the Client, its members of staff and/or third parties engaged by the Client;
- 13.4.4 Defects that result from incautious, incorrect or improper use of the Systems or use contrary to these Conditions, the Agreement or any other documentation provided by Twelve;
- 13.4.5 Defects that result from use of the Systems at variance with the intended use;
- 13.4.6 Defects that result from Modifications made to the Systems by the Client;
- 13.4.7 Defects caused by normal wear and tear through use of the Systems.

If the defects are restored by Twelve or restored on its behalf anyway, the related costs will be brought into account in accordance with Twelve's usual rates.

13.5 During the maintenance period of the Systems, the Client is not entitled to replacement equipment.

13.6 Twelve may always opt not to maintain the Systems and to replace the Systems with similar equipment.

13.7 If data is lost on emergence of a defect in the Systems or during maintenance, Twelve will try to restore or to reconstruct the lost data. In such cases, Twelve does not have to restore or reconstruct the data if this is not reasonably possible. If losing data causes a data leak within the meaning of relevant privacy laws, Twelve will carry out all its obligations related to that and assist the Client in its obligations, under the Processor Agreement.

14 Intellectual property rights

14.1 Twelve is the exclusive owner of all intellectual property rights vested in and arising from the Services and Systems developed and/or used on implementation of the Agreement, such as but not limited to: patents, patent applications, trademarks, trademark applications, service marks, trade names, copyright, trade secrets, licences, domain names, know-how, ownership rights and procedures (**Intellectual Property Rights**). Twelve is also the exclusive owner of all Intellectual Property Rights in and relating to other Services and information provided by Twelve.

14.2 As long as the Client complies with all its obligations, Twelve grants a non-transferable, exclusive, non-sublicensable, royalty-free licence for Services, Systems and information that arise from implementation of the Agreement, for the purposes as described or known on conclusion of the Agreement. If the Client no longer complies with its obligations, Twelve can withdraw this licence with no notice of default being required.



The Client may not use the Services, Systems and information for any other purpose than as described in the Agreement or otherwise agreed to In Writing.

15 Privacy

15.1 Twelve considers the protection of Personal Data to be of paramount importance. Twelve acts in accordance with the General Data Protection Regulation (**GDPR**).

15.2 When Twelve implements an Assignment for the Client, Twelve will process Personal Data on behalf the Client related to the Assignment and the Agreement. In respect of such processing, the Client is the "**Controller**" and Twelve acts as a "**Processor**" within the meaning of the GDPR. The obligations of the Parties in this context are set out in the "**Processor Agreement**" that the Parties must conclude on grounds of the GDPR. This Processor Agreement is part of and incorporated into these Conditions.

15.3 Twelve also processes some Personal Data for its own purposes. This could be the usual customer data and details that we collect through our website. For this processing, Twelve is the Controller within the meaning of the GDPR. Our privacy policy explains which Personal Data we process for our own purposes and what we do with it:
<https://www.twelve.eu/privacy-policy/>

16 Other Non-Personal Data

16.1 In the context of implementation of the Assignment we also collect data that is not personal data (**Non-Personal Data**). Non-Personal Data is the exclusive property of the Client, which entails that the Client is also exclusively entitled to all the rights vested in and claims arising from the Databases (Legal Protection) Act.

16.2 Permission is given by the Client to Twelve to inspect, store, and use Non-Personal Data for its own purposes. Twelve will store the Non-Personal Data separately from the Personal Data as referred to in Article 15. Twelve may have the Non-Personal Data stored or otherwise processed by third parties. Twelve will treat the Non-Personal Data confidentially.

17 Force majeure

17.1 Twelve need not comply with its obligations under the Agreement, if it concerns force majeure. There is a question of force majeure if it is impossible for Twelve to fulfil its obligations due to one or more circumstances which cannot be attributed to Twelve.

17.2 While force majeure lasts, the Client can suspend the obligations under the Agreement. If this period lasts longer than what is reasonably acceptable in the specific circumstances, both the Client and Twelve may terminate the Agreement without them being obliged to pay compensation of damages.

17.3 If, prior to force majeure entering into force, Twelve has complied with the obligations under the Agreement and this part independently has value, then Twelve may submit an invoice for this fulfilled part.

18 Liability

18.1 Twelve is only liable for loss incurred by the Client, if such damage is directly and exclusively the result of a shortcoming by Twelve. The burden of proof for the requisite causal link lies with the Client. Twelve is never liable for indirect losses incurred by the Client, including lost profit.



18.2 Twelve is not liable for damage caused, if Twelve has assumed for implementation of the Agreement, information provided by the Client which is incorrect or incomplete.

18.3 Twelve is not liable for damage caused by temporary non-functioning of the Systems due to technical defects such as but not limited to failure of the Systems, software bugs, and malfunctions in the servers.

18.4 The Client is liable for damages caused by defects in the Systems related to Modifications made by the Client or third parties.

18.5 The Client or third parties engaged by it are responsible and fully accountable for delivery of the power, internet connection and all resources required by Twelve to implement the Assignment. The Client will bear all costs and/or loss, including damages caused by the temporary non-functioning of the Systems, arising from any incorrect designation, delivery and/or maintenance during the term of this Agreement of the aforementioned.

18.6 If, for any reason, Twelve is liable, then the liability is limited to an amount of € 50,000 or 100% of the invoice price of the Agreement, depending which amount is lower.

18.7 Twelve's liability is limited to the amount that Twelve's insurer pays out.

18.8 Nothing in these Conditions shall exclude or limit the liability of Twelve, if this cannot be excluded or limited under applicable law, as in the case of intent or gross negligence by Twelve.

19 Indemnity

19.1 Insofar as permitted by law, the Client shall indemnify and compensate Twelve for any liabilities, damages, losses and costs (including settlement costs and reasonable attorneys' fees) arising from claims of third parties who suffer damage caused by implementation of the Agreement, unless the cause is attributable to Twelve.

19.2 If third parties challenge Twelve in situations as described in 16.1, the Client shall support Twelve both outside and in legal proceedings and do all that can be expected of it.

20 Other

20.1 If Twelve does not enforce (parts of) these Conditions, this cannot be regarded as a waiver of the right to enforce this at a later stage against the Client.

20.2 The Client cannot transfer its rights and obligations under these Conditions and this Agreement between Twelve and the Client to third parties, without consent In Writing from Twelve.

20.3 Twelve can assign and/or transfer all rights and obligations in these Conditions if a merger, acquisition or sale of assets occurs, under the law or otherwise.

20.4 If any provision of these Conditions and/or the Agreement is deemed unlawful, void, voidable or otherwise unenforceable, then it does not affect the validity and enforceability of the remaining provisions of these Conditions and the Agreement. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.



21 Guarantees, complaints and notice of default

21.1 Twelve guarantees the quality of the materials used and their promised properties and the proper correlated functioning of the Systems supplied by Twelve on delivery. Twelve shall repair any defects in the Systems under Article 13.

21.2 Twelve only provides warranties for products purchased elsewhere, if and insofar as the original manufacturer provides this.

21.3 The Client must check the delivered Systems immediately on receipt for any defects and/or missing parts. Immediately after discovery, or within three (3) days after delivery, the Client must notify Twelve that the Systems have not been delivered fully under the order. If the Client does not notify this, then Twelve may assume that all Systems supplied have been received fully and in a good condition by the Client.

21.4 The Client must notify Twelve In Writing of any complaints and shortcomings in other Services within two weeks after the invoice date and within three weeks after finalisation of the particular Services. The notice of default must contain a detailed description of the shortcoming, so that Twelve can respond to it adequately.

21.5 If a complaint about the Services rendered is justified, Twelve will carry out the activities anyway as agreed upon, unless this has demonstrably become useless. The Client must notify the latter In Writing.

21.6 If it is established that a complaint is deemed unfounded, then the costs incurred by Twelve, including research costs, will be entirely for the account of the Client.

22 Applicable law, disputes and competent court

22.1 Only Dutch law applies to these Conditions and all Agreements between Twelve and the Client. Applicability of the Vienna Sales Convention (CISG) is excluded.

22.2 The Parties shall first try to mutually resolve any **Dispute** relating to these Conditions and/or the Agreements. The Parties will make every effort to achieve this.

22.3 If the Parties cannot mutually resolve a Dispute, then they will try to resolve the Dispute with mediation. The Parties will appoint a mediator from the quality register of the Netherlands Federation of Mediators (MfN).

22.4 If the Parties cannot mutually resolve the Dispute and neither with mediation, the Dispute must only be submitted to the competent court in Utrecht, unless this would be contrary to mandatory rules of law.

22.5 Should a Party immediately start judicial proceedings relating to a Dispute, without first seeking a solution as described in Articles 22.2 and 22.3, then this Party must pay the full costs of the proceedings.

23 Queries, remarks and suggestions

Twelve wants to offer its Clients an ideal service. For any queries, remarks or suggestions, please contact us using the contact details below or via the contact form on the website. We endeavour to respond to messages within five (5) working days.



Twelve Group

Twelve B.V. | Twelve Sports & Hospitality B.V. | Twelve Events B.V. | Twelve Venues B.V.

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3584 AA Utrecht

Chamber of Commerce numbers

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54203775 | Twelve Events B.V. 63729598 | Twelve Venues B.V.

Telephone

030 2767770 | General 085 7606668 | Events
030 2767770 | Sports 030 2307818 | Stadiums
030 7601109 | Hospitality



Processor Agreement of Twelve

If, in implementing the Agreement, Twelve processes Personal Data on behalf of the Client, the Processor Agreement below applies in addition to the General Terms and Conditions.

1 General

1.1 Twelve provides payment Systems and solutions for keeping track of and checking expenditures in the Client's hospitality establishment. In the context of Twelve supplying these Services, the Parties have concluded an Agreement to which Twelve's Conditions apply and to which this Processor Agreement forms a part as an annex.

1.2 The Client collects various end-user data on the payment Systems, including data with which the data subject (**Data Subject**) can be identified, directly or indirectly. This data is **Personal Data** for the purposes of the General Data Protection Regulation (the **GDPR**).

1.3 When Twelve implements an Assignment for the Client, Twelve will process Personal Data on behalf the Client related to the Assignment and the Agreement. In respect of such processing, the Client is the "**Controller**" and Twelve acts as a "**(Sub)Processor**" within the meaning of the GDPR.

1.4 The GDPR obligates the Controller to conclude a Processor Agreement with the Processor regarding the processing of Personal Data by the Processor. The Parties therefore record their obligations in this "**Processor Agreement**", which forms part of the Agreement between the Parties.

1.5 This Processor Agreement does not relate to Personal Data that Twelve itself processes as a Controller, such as data relating to Twelve's own personnel and customer data.

2 Processing scope

2.1 The Client assigns to Twelve the processing of Personal Data on behalf of the Client under the Conditions provided for in this Processor Agreement. Specifications of the Personal Data, Data Subjects and the processing will be described further by the Parties in Annex 1.

2.2 Twelve processes the Personal Data on behalf of the Client solely based on the instructions In Writing from the Client, as recorded in this Processor Agreement and any additional instructions In Writing. Twelve does not process the Personal Data for others or for its own purposes.

2.3 Twelve has no control over the aims and means of processing the Personal Data. Control of Personal Data is never vested in Twelve.

2.4 If, in the opinion of the Twelve, an instruction from the Client entails an infringement of the GDPR or other regulations relating to Personal Data, Twelve will immediately inform the Client about it.

3 Confidentiality

3.1 Twelve will keep the Personal Data which becomes known strictly confidential and will not share with or issue same to third parties under any circumstance, unless:

3.1.1 The Client has given Twelve prior consent or Assignment In Writing; or



3.1.2 Twelve must do so on grounds of a mandatory legal provision.

3.2 If Twelve must share or issue Personal Data to third parties on grounds of a mandatory regulation, Twelve will inform the Client about this beforehand, unless this is not permitted based on the regulation mentioned.

3.3 Twelve ensures that persons charged with the processing of Personal Data, including its employees and any Sub-Processors, have agreed in advance and In Writing to respect confidentiality.

4 Security measures

4.1 Twelve will take appropriate technical and organisational measures to safeguard Personal Data against unauthorised access, loss, destruction, theft or other unlawful processing. Twelve will keep account of the technological development, implementation costs, and the nature, extent, context and processing objectives and, in terms of likelihood and severity, varying risks relating to the rights and freedoms of individuals. The security measures are described in Annex 2 of this Processor Agreement.

4.2 Twelve will inform the Client of any security breach and/or data breach that may be of influence on the processing of Personal Data, as provided for in this Processor Agreement, immediately after discovering or learning of the incident. After notifying the incident, Twelve will grant its cooperation to the Client in carrying out a risk assessment, root cause analysis and for determining corrective actions. Twelve will assist the Client in implementing all necessary corrective actions, which have been agreed between the Parties.

5 Granting assistance

5.1 Twelve will assist the Client with appropriate technical and organisational measures, in performing its duty to respond to requests for exercising the legal rights of Data Subjects, as provided for in Chapter 3 of the GDPR (including but not limited to the right of inspection, rectification, erasure of data or limitation of processing and the right of objection). The Parties must consider the nature of the processing.

5.2 Twelve will also assist the Client in fulfilment of its obligations under Articles 32 to 36 of the GDPR (including but not limited to implementing a data protection impact assessment and prior consultation of the supervisory authority).

6 Compliance supervision

6.1 Twelve will allow the Client to check its compliance with the Processor Agreement at least once per calendar year and, particularly the security measures referred to in Article 4 and Annex 2. The Client must announce such checks at Twelve in good time.

6.2 Twelve will grant access to the Client and/or auditors appointed by the Client to (relevant parts of) the areas, Systems and/or servers in which/with which the processing of Personal Data takes place at any point in time. Twelve will also provide the Client and/or auditors appointed by the Client with any information for the audit or inspection.

7 Engagement and replacement of Sub-Processors

7.1 Twelve may (partially) outsource the processing of Personal Data to other processors (**Sub-Processor(s)**). The Client grants permission for outsourcing the processing of Personal Data to Sub-Processors, if a (sub)processor agreement is concluded which is equal to this Processor Agreement, particularly regarding the security measures.



7.2 The Processor informs the Client about the addition or replacement of Sub-Processors. The Client may object to the deployment of specific Sub-Processors.

7.3 The Controller grants permission for engagement of Sub-Processors. To keep the list of Sub-Processors up-to-date, this is available at our Online Twelve Helpdesk or via this link: <https://help.twelve.eu/hc/nl/articles/360013542771>.

7.4 At the Client's request, Twelve must provide the Client with a copy of the Sub-Processor Agreement concluded with this/these Sub-Processor(s).

7.5 Twelve may engage Sub-Processors outside the European Union for the processing of Personal Data. Twelve will only pass on Personal Data to countries or organisations outside the European Union, if this country or organisation offers an adequate level of protection within the meaning of the GDPR. The passing on of data will be done under the provisions of Chapter 5 of the GDPR.

8 Liability and indemnity

8.1 The Processor is solely liable for loss caused by (i) failure to comply with statutory obligations in Relevant Legislation that focuses directly on Processors, or (ii) non-compliance with arrangements in this Processor Agreement. The Processor is not liable for any damage or loss arising from following Controller instructions, if these instructions conflict with Relevant Legislation.

8.2 The Processor will indemnify the Controller for all loss for which the Processor is liable, up to the amount for which the Processor is insured.

9 Duration and termination

9.1 This Processor Agreement is valid for as long as Twelve processes Personal Data on behalf of the Client. This Processor Agreement will automatically end when the Agreement has been terminated.

9.2 On termination of this Processor Agreement, Twelve will immediately return to the Client all documents, computer disks and other data carriers, and copies thereof, which Twelve is responsible for under this Processor Agreement and which contain Personal Data, regardless of whether the contents was manufactured or created by Twelve, the Client or by a third party. Twelve will provide the Personal Data in a manner as requested by the Client and without additional costs. Where Personal Data is contained within a computer system or in any other form so the Personal Data cannot reasonably be provided to the Client, Twelve will provide the Client with an accessible, readable copy of the Personal Data. Then Twelve will remove all Personal Data, unless Twelve is legally required to keep the Personal Data for longer.

9.3 As long as Twelve is responsible for Personal Data, all restrictions referred to in this Processor Agreement remain in force.

9.4 Both Parties may terminate this Processor Agreement with immediate effect, if the other Party does not comply with the obligations provided for in this Processor Agreement.

9.5 Each of the Parties may also terminate this Agreement with immediate effect if force majeure occurs, which is understood to include an amendment to laws and regulations in such a manner that continuation of the Processor Agreement cannot reasonably be expected.



9.6 Termination of the Processor Agreement with immediate effect under the aforementioned provisions takes place In Writing, in which the reasons for termination are mentioned.

10 Scope and amendment of the Processor Agreement

10.1 This Processor Agreement includes the full intention of the Parties relating to the subject of the Processor Agreement. This Processor Agreement supersedes prior agreements or arrangements including correspondence between the Parties relating to this subject, both In Writing and orally.

10.2 This Processor Agreement may only be amended by an agreement In Writing signed by both Parties.

10.3 If any provision of this Processor Agreement is deemed unlawful, void, voidable or otherwise unenforceable, then it does not affect the validity and enforceability of the remaining provisions. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.

11 Court and applicable law

Dutch law applies to this Processor Agreement. All disputes arising from this Processor Agreement will be submitted to the competent court in Amsterdam.



Processor Agreement – Annex 1

Description of data processing:

1 Data

The Client provides access to Twelve to process the following Personal Data of end users:

- (a) Name (requested as identification and for any communications)
- (b) Email address (requested for communications and to create and link the unique account)
- (c) Password (to get access to the unique account)
- (d) Username (requested from administrators to get access to the unique account (former solution but everyone has not been converted yet))
- (e) Address data (requested to physically send passes to, only required if Controller requires this)
- (f) Gender (so Controller can distinguish between end users, and Twelve requests this for targeted communications)
- (g) Date of birth (requested to apply age verification)
- (h) IP address (this is stored to monitor brute force attacks (to see frequency of consecutive logins, this is not linked to Personal Data))
- (i) Contact details of Controller's employees and/or third parties engaged by the Controller.

2 Purposes

The purposes for which Twelve may process the Personal Data, are:

- (a) Implementing activities as agreed to in the Agreement.
- (b) Compliance with legislation and regulations.

3 Description of data processing

Implementation of activities, as agreed to in the Agreements.

4 Access

Only the following groups of persons will have access to the Personal Data:

- (a) Persons employed by Twelve authorised for this purpose on a "need-to-know" basis;
- (b) Authorised persons employed by Sub-Processor(s) appointed by Twelve for this purpose with consent from the Client on a "need-to-know" basis.



Processor Agreement – Annex 2

Description of security measures:

Twelve will take the following security measures to safeguard Personal Data against unauthorised access, loss, destruction, theft or other unlawful processing:

- (a) Use is made of 2-stage authentication and a password policy to prevent unauthorised login and to secure use of strong passwords;
- (b) There is a duty for employees and third parties to maintain confidentiality;
- (c) A Data Protection Impact Assessment (DPIA) is undertaken in every process in the business where data is processed. This instrument has enabled the privacy risks of data processing to be analysed and any precautionary measures have been taken. When a process in the business changes, another DPIA is undertaken;
- (d) Periodically, 'Pentests' are carried out. This means that an external security expert examines whether the security of Twelve's software platform is in order;
- (e) Physical access security measures;
- (f) Encryption of digital files containing Personal Data;
- (g) Security of network connections;
- (h) The storage period of data has been tightened.

