

General Conditions of **Contentleaders BV**

We advise that you carefully read these General Conditions so that you are aware of your rights and duties under the Agreement between you and us. You shall be identified as the Commissioning Party.

Article 1. **Definitions**

- 1.** In these General Conditions the following terms, identified by capital letters, shall have the following meaning:

Contentleaders BV

the private company with limited liability Contentleaders BV, with registered office at (3821 BS) Amersfoort at 45, Modemweg;

General Conditions

these general conditions of Contentleaders BV;

Service

the service provided by Contentleaders BV;

Intellectual Property Rights

all intellectual property rights, such as copyrights, trademark rights, law of patents, trade name rights, database rights and related rights, including related rights such as rights to knowhow and domain names.

Commissioning Party

you, the commissioning party and counter party of Contentleaders BV of the Agreement;

Agreement

the agreement for services between Contentleaders BV and Commissioning Party specifying the Services;

Party(-ies)

Contentleaders BV and/or Commissioning Party.

Article 2: Applicability

- 1.** The General Conditions apply to every Agreement between Contentleaders BV and Commissioning Party. Possible general conditions of the Commissioning Party are hereby explicitly rejected.
- 2.** Derogations from and additions to the Agreement are exclusively valid when Parties agreed in writing to them.
- 3.** These General Conditions also apply to the provision of the Services by the other party, when the Commissioning Party involves other Parties in order to provide the Services.
- 4.** Contentleaders BV is entitled to amend these General Conditions. Substantive changes enter into force one (1) month after publication. Changes in the General Conditions have no effect on an existing Agreement.

Article 3: Establishment of the Agreement

- 1.** Offers of Contentleaders BV are non-committal, unless a period of validity is included in the offer. If no period of acceptance is included, the offer will always expire after 14 days.
- 2.** If the Commissioning Party assigns without a preceding offer to Contentleaders BV, Contentleaders BV is only bound to this assignment after it has confirmed this in writing to the Commissioning Party.

- 3.** An offer for the provision of multiple services does not force Contentleaders BV to the provision of a part of the Services in this offer at a corresponding amount of the price.
- 4.** Offers, quotations and rates do not automatically apply to re-orders and/or new assignments.

Article 4: The Service

- 1.** Contentleaders BV always provides its services according an obligation of means and it will not guarantee with regard to the result of its service, unless Parties explicitly agree otherwise in writing.
- 2.** Contentleaders BV will implement the Agreement to the best of one's knowledge and ability and in accordance with the laid down requirements for a professional party. If and as far as a proper implementation requires this, Contentleaders BV has the right to let third parties execute certain activities, at the discretion of Contentleaders BV. The applicability of article 7:404, 7:407 and 7:409 BW will explicitly be excluded.
- 3.** An agreed term is considered as a final deadline, only when that is explicitly determined in writing in the Agreement. In all other cases the agreed term shall be regarded as indicative.
- 4.** Contentleaders BV is entitled to the execution of the activities in parts or phases, whereby every part or every phase separately can be invoiced.

Article 5: Commissioning Party's obligations

- 1.** The Commissioning Party undertakes to provide all necessary information and cooperation which Contentleaders BV requires in order to provide the Services. Contentleaders BV may suspend the activities as long as Commissioning Party does not comply to the obligation in this provision. Contentleaders BV shall →

never be liable for any damage and/or delay caused by not, not timely, or flawed complying to the duty of disclosure and obligation to cooperate as referred to in this article.

Article 6: Termination of the Agreement

- 1.** The duration of the Agreement is determined in the Agreement itself.
- 2.** Contentleaders BV is allowed to terminate the Agreement in writing at all times with due regard to a period of notice one month. Contentleaders BV shall not be required to any form of compensation or financial remuneration caused by a (intermediate) termination.
- 3.** The Client may terminate the Agreement prematurely, whereby a notice period of at least 1 month applies.
- 4.** Either Party will have the right to terminate the entire Agreement or partially with immediate effect, if the other party goes bankrupt or is granted a moratorium, including the case of termination or liquidation of the company of the other Party
- 5.** If the Agreement is terminated at any time and at that moment Services have already been implemented, the already implemented Services and the related payment obligation of the Commissioning Party will not be subjected to any obligation to undo, unless the Commissioning Party can prove that Contentleaders BV is in default with regard to specifically the Services. The amounts that have been invoiced prior to the termination by Contentleaders BV regarding the proper implementation or delivered performance in the framework of the Agreement remain due in full and are repayable on demand at the moment of termination.
- 6.** The Commissioning Party is liable to third parties for the consequences of the cancellation and will protect Contentleaders BV against resultant claims of these third parties.

Article 7: Remuneration and payment

- 1.** All amounts as mentioned in an offer or Agreement are expressed in Euros and are provided excluding VAT and possible other imposed charges by the government, unless mentioned differently.
- 3.** Commissioning Party shall settle the invoice within the period of fourteen days after the date of invoice. If payments are not made in due time, this instalment shall be considered as final deadline and the Commissioning Party will be in default, without further notice of default.
- 4.** If the Commissioning Party believes that the amount of the invoice is incorrect, or that there is any other inadequacy in the invoice, it shall immediately inform Contentleaders BV accompanied by convincing evidence of its position. Contestation of (a part of) an invoice does not suspend the payment obligation of the Commissioning Party with regard to (the undisputed part of) an invoice.
- 5.** Contentleaders BV is entitled to change its rates at any time. Contentleaders BV shall inform the Commissioning Party at least 2 (two) months prior to an adjustment of rates. If Contentleaders BV has announced an adjustment of rates, the Commissioning Party may terminate the Agreement until the moment that the adjustment of rates enters into force. The Commissioning Party must take a period of notion of a month into consideration with that.
- 6.** Contentleaders BV is entitled to annually increase its rates in accordance with the Consumer price index, as published by Statistics Netherlands, without this providing the right to denounce or terminate otherwise for the Commissioning Party.

Article 8: Intellectual Property Rights

- 1.** All Intellectual Property Rights that rest on documents or materials that Commissioning Party delivers to Contentleaders BV in the framework of the execution of the Agreement, remain at all times with the Commissioning Party. Commissioning Party provides a worldwide, non-exclusive and sublicensable license to Contentleaders BV in order to use the delivered materials for the execution of the Agreement.

- 2.** The Intellectual Property Rights which lie with Contentleaders BV when entering into the Agreement, remain with Contentleaders BV.
- 3.** If and to the extent that with the execution of the Agreement, Intellectual Property Rights arise on the outcome of the Services, these Intellectual Property Rights shall rest with Commissioning Party. Contentleaders BV will already transfer these Intellectual Property Rights to the Commissioning Party, on condition that the Commissioning Party has paid all the owed amounts to the Contractor.

Article 9: Liability

- 1.** The liability of Contentleaders BV is limited to compensation of direct damage regardless the reason for the liability.
- 2.** Direct damage shall only mean:
 - a.** Property damage, only within the meaning of article 3 paragraph 3 of Dutch Civil Code;
 - b.** Reasonable costs for the prevention of property damage, to the extent that the Client can prove that these expenses have led to a limitation of the direct damage within the meaning of the Agreement;
 - c.** Reasonably made expenses by the Client in order to determine the cause and size of the damage, to the extent that the determination relates to the direct damage within the meaning of the Agreement;
 - d.** Reasonably made costs that have to be made by the Client in order to correspond to the performance of Contentleaders BV.

- 3.** Contentleaders BV is not liable for other damage than direct damage, such as lost profits, lost sales, loss of expected savings and other similar financial losses, as well as loss of goodwill or name or reputation and all other damage which is not covered by the abovementioned direct damage.
- 4.** To the extent that Contentleaders BV is liable, this liability is limited to € 20,000.00.
- 5.** The right of the Client to claim compensation expires at least one (1) year after the event that caused the damage took place.

Article 10: **Miscellaneous**

- 1.** Commissioning Party is not entitled to transfer arising rights and/or obligations from the Agreement to third parties without permission of Contentleaders BV, unless Parties have agreed otherwise in writing.
- 2.** If any provision of this Agreement is or becomes invalid or non-binding, Parties remain bound to the other provisions. Parties shall replace the invalid provisions in proper consultation by another provision which is valid and approximates the intention of Parties as far as possible.
- 3.** Dutch law applies to the Agreement. All disputes shall at first-instance be presented to the competent court in the district where Contentleaders BV is located.



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Data Processing Agreement

Parties

- 1.** The contractor/client, hereinafter referred to as: “Data Controller” or “Controller” see contract and
- 2.** The private company with limited liability Contentleaders BV, with registered office at (3821 BS) Amersfoort at Modemweg 45, hereinafter referred to as: “Data Processor” or “Processor”

hereinafter collectively referred to as “Parties”,

Consider the following

- 1.** The Processor shall make IT services available to the Data Controller, and process personal data for the Data Controller within this context;
- 2.** The Data Controller carries responsibility for the processing of personal data and is recognized as the Data Controller within the meaning of Article 4 of the General Data Protection Regulation;
- 3.** The Data Processor, in respect of the storage and processing of the personal data for the Data Controller, is recognized as the Data Processor within the meaning of Article 4 GDPR;
- 4.** The Parties wish – with regard to the provisions of Article 28, third paragraph of the General Data Protection Regulation - to establish in this agreement specific conditions that apply to their relationship in connection with the processing of personal data for the Data Controller.

And agree to the following:

Article 1: Definitions

1. The following capitalized terms have the following meanings:

AP: the Dutch supervisory authority Autoriteit Persoonsgegevens;

GDPR: The General Data Protection Regulation;

Personal Data Breach: a breach of the security of Personal Data that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data;

Agreement: the agreement concluded between the Data Controller and the Data Processor, under which the Data Processor shall Process Personal Data for the Data Controller;

Personal Data: all data that can be traced directly or indirectly to a natural person as referred to in Article 4 GDPR;

to Process: to process Personal Data as referred to in Article 4 GDPR;

Data Processing Agreement: the present agreement which forms part of the Agreement;

Processing: the processing of Personal Data by the Data Processor for the Data Controller based on the Agreement;

2. The provisions of the Agreement shall apply in full to the Data Processing Agreement. With regard to the processing of Personal Data, the provisions of this Data Processing Agreement always apply.

Article 2: Data Controller and Data Processor of Personal Data

1. The Data Processor shall process Personal Data on behalf of the Data Controller in the execution of the Agreement. The provisions of this Data Processing Agreement shall apply to this Processing.
2. The Processing relates to the following categories of persons involved:
 - a. Visitors of the website of the Data Controller
 - b. Users of the service of the Data Controller
 - c. The (potential) customers of the Data Controller
3. The processing shall take place for the following purposes and concerns the following categories of Personal Data:

Marketing

Purpose: Direct marketing
Newsletter
Retargeting
Social media marketing

Categories of Personal Data: Email address, Name and address, Telephone number, Click behavior, Surf behavior, IP address, Social media account, Company name, Job description, order/purchase history.

Website

Purpose: Providing the website
Website analytics
A/B testing
Account
Submitting reviews or messages
Chat feature

Categories of Personal Data: Email address, Name and address, Telephone number, Click behavior, Surf behavior, IP address, Social media account, Company name, Job description, order/purchase history.

4. The Data Processor shall only process Personal Data for the activities mentioned in this Data Processing Agreement and the Agreement. The Processor shall not make use of the Personal Data in any other way unless the Controller has given explicit and written permission otherwise, or a statutory provision obliges the Processor to do so. In that case, the Processor shall inform the Controller, before the Processing takes place, of the statutory provision, unless such a process is not permitted by this legislation.

Article 3: General duty of care Data Processor

1. The Processor must ensure compliance with this Data Processing Agreement and the statutory rules (such as the GDPR) that apply to the Processor. If the Controller so requests, the Processor shall inform the Controller of the actions and measures taken by the Processor within the framework of this general duty of care.

Article 4: Technical and organizational measures

1. The Processor shall take appropriate technical and organizational measures to secure the Personal Data against loss or unlawful Processing. The Processor must ensure that the security level sufficiently addresses the risks. These measures will take into account the current state of technology and the costs of the security measures.
2. The Processor shall in any case take measures to protect the Personal Data against destruction, against accidental and intentional loss, forgery, unauthorized distribution or access, or against any other form of unlawful Processing.
3. The Processor shall assist the Controller in fulfilling the security obligations that rest on the Controller himself.

4. The Processor shall provide a document which includes the technical and organizational measures taken by the Processor. This document shall form part of the current Agreement and will be included as an attachment.

Article 5: Confidentiality

1. The Processor shall have all employees who are involved in the execution of the Agreement sign a confidentiality agreement - whether or not resulting from or included in the employment contract with those employees - which states that these employees must observe confidentiality with regard to the Processing of the Personal Data. The Processor shall take all necessary measures, such as screening of employees and security of data carriers, to ensure that confidentiality is maintained.

Article 6: Data processing outside the European Economic Area (EEA)

1. Processing of Personal Data outside the EEA shall only take place with due observance of the applicable legal obligations and / or with the prior written consent of the Controller.

Article 7: Sub-processors

1. The Processor is not allowed to make use of sub-processors in the framework of the Data Processing Agreement and the Agreement.

Article 8: Liability

1. The Processor is liable to the Controller for all damage and costs in connection with a claim from a data subject, which is the result of the fact that the Processor has failed to comply with the obligations arising from the GDPR or has acted contrary to the lawful instructions of the Controller.

Article 9: Infringement in connection with Personal Data (Data Breach)

- 1.** If the Processor is informed of a Data Breach, the Processor shall (i) inform the Controller as soon as possible and in any case within 24 hours after the Processor became aware of the existence of the Data Breach and (ii) take all reasonable measures to limit or prevent (further) violation of the GDPR. When taking the aforementioned measures, the Processor shall refrain from taking measures that are irreversible and/or seriously impede an investigation into the causes of the Data Breach.
- 2.** The Processor shall offer cooperation and support to the Controller in the performance of its legal obligations with respect to the identified incident.
- 3.** The Processor shall offer technical support to the Controller with regards to the reporting obligation with respect to the Personal Data Breach with the Dutch Data Protection Authority (“Autoriteit Persoonsgegevens” or “AP”) and/or the person concerned, as referred to in Article 33 paragraph 3 and 34 paragraph 1 GDPR. The Processor shall refrain from independently submitting a notification of infringement related to Personal Data to the AP and / or the Data Subject.

Article 10: Assistance to Data Controller

- 1.** Under the GDPR, the Data Subject has a number of rights, including the right of access (Article 15 of the GDPR), rectification (Article 16 of the GDPR), right to erasure (Article 17 of the GDPR), right to restrict the processing of personal data (Article 18 of the GDPR), data portability (Art. 20 GDPR) and the right of objection (Articles 21 and 22 GDPR). The Controller must answer requests for the exercise of those rights and the Processor will provide support to the Controller in so far as reasonably possible. For example, if the complaint is submitted to the Processor, the Processor will forward the complaint or request from a Data Subject to the Controller as quickly as possible.
- 2.** The Processor shall support the Controller, as far as reasonably possible, in fulfilling its duty under the GDPR to carry out a Data Protection Impact Assessment (articles 35 and 36 GDPR).

3. The Processor shall provide the Controller with all information necessary to demonstrate that the Processor complies with its obligations under the GDPR. In addition, at the request of the Controller, the Processor will make and contribute to audits, including inspections, by the Controller or a party authorized by the Controller.

Article 11: Termination & Miscellaneous

1. With regard to the termination of this Data Processing Agreement, the specific provisions of the Agreement apply. Without prejudice to the specific provisions of the Agreement, the Processor will delete or return all Personal Data at the first request of the Controller, and delete existing copies, unless the Processor is otherwise legally obliged to store the Personal Data.
2. The Controller will be responsible to adequately inform the Processor about (legal) retention periods that apply to the Processing of the Personal Data for Processors. Processor will not Process the Personal Data for longer than to the predefined retention periods.
3. The obligations arising from this Data Processing Agreement which by their nature are intended to survive termination shall also remain in force after termination of this Data Processing Agreement.

Attachment 1a: Subprocessors

- Agile CRM
- Active Campaign
- Coosto
- Demio
- Eventbrite
- Google
- Hotjar
- Savvii
- Slack
- Typeform
- Zapier



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