

# GENERAL TERMS AND CONDITIONS

## Stellar Advisory B.V.

These are the general terms and conditions of Stellar Advisory B.V. located at van Baerlestraat 142-2, 1071BE, Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce under registration number 91424712 (hereinafter referred to as "Stellar Advisory").

### Article 1. Definitions

Acceptance:	the approval by the Client of the Deliverable or parts thereof.
Acceptance Procedure:	the procedure recorded in the Agreement for use by Stellar Advisory in determining whether or not to proceed with Acceptance of the Deliverable.
Additional Work:	work that is not included in the Agreement and results in costs that exceed the Fee.
Agreed Use:	the use that Client intends to make of the Deliverable as known to Stellar Advisory – or as the Client may reasonably be expected to know – at the time of the conclusion of the Agreement.
Agreement:	the agreement(s) between the Stellar Advisory and the Client of which the Terms and Conditions form part.
Client:	the natural person or legal entity with whom Stellar Advisory has entered into an Agreement. Also referred to as anyone negotiating or engaged in negotiations with Stellar Advisory regarding such Agreement, as well as their representative(s), agent(s), assignee(s), and heirs.
Defect:	every fault or other failure as a consequence of which the Deliverable is not suitable for the Agreed Use.
Deliverables:	means, but is not limited to, application, software, systems integration and/or Documentation. A description of the Deliverables is typically contained in a Proposal and specific Agreement between Stellar Advisory and the Client.
Documentation:	every description of the Deliverable and its properties, whether or not specifically intended for the installation, Implementation, use, management and/or maintenance thereof.
Fee:	the total price agreed for the Deliverable.
Maintenance:	work to be performed by Stellar Advisory for the purpose of repairing and/or enhancing the Deliverable.
Materials:	equipment and consumables for the installation, implementation, use or maintenance of the Deliverable.
Intellectual Property Rights:	rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, patent rights, as well as rights to know-how.
Implementation:	the entirety of acts and measures needed in order to make the organisation of the Client for the Agreed Use of the Product and/or software.
Installation:	the placement and connection of the Product and/or the setting up of Software by Stellar Advisory.

Product:	the thing to be delivered by Stellar Advisory to the Client on the basis of the Agreement.
Project:	the activities that Stellar Advisory will perform on behalf of the Client, as described in the Agreement.
Staff:	the members of staff and/or auxiliary personnel used by parties in performing the Agreement.
Schedule:	an annex to the Agreement that forms part of it.
Terms and Conditions:	these general terms and conditions.

## **Article 2. Applicability**

1. These General Terms and Conditions shall apply to all offers, Agreement, or other legal relationships pursuant to which Stellar Advisory provides or offers to provide services or goods of any nature to the Client.
2. Amendments or supplements to the General Terms and Conditions or the Agreement are valid only if agreed upon in writing and signed by both parties.
3. In the absence of a written Agreement to the contrary between the parties, Stellar Advisory rejects the applicability of all general conditions other than its own.
4. In the event of any inconsistency between the provisions in the following documents, the following hierarchy applies:
  1. the Agreement,
  2. any appendices,
  3. these General Terms and Conditions,
  4. any additional conditions.

## **Article 3. Offer and Acceptance**

1. An offer, prepared by Stellar Advisory, is non-binding and valid for fourteen (14) days from the date of issue, unless otherwise stated in the quotation. Stellar Advisory is not obligated to accept an acceptance after this period has elapsed, but if Stellar Advisory does so, the offer is still considered accepted.
2. The Client should preferably accept the quotation in writing, but if the Client agrees to the offer in a manner other than in writing or gives that impression, then Stellar Advisory may consider the quotation as accepted.
3. Provisions or conditions of the Client that deviate from, or do not appear in, these General Terms and Conditions are only binding on Stellar Advisory if and to the extent that they are expressly accepted in writing by Stellar Advisory.
4. Without prejudice to Stellar Advisory's right to withdraw the offer in accordance with this article, the Agreement can only be amended with mutual consent after acceptance.

## **Article 4. Prices**

1. Prices are exclusive of value added tax (VAT) and other government-imposed levies.
2. If a price in an offer is based on data provided by the Client and this data proves to be incorrect, Stellar Advisory has the right to adjust the prices to those reasonably associated with the correct data, even after the Agreement has already been concluded.
3. All prices mentioned in Stellar Advisory's offer are subject to typographical and computational errors, and are provided with this reservation.
4. If it is necessary or if the Client deems it desirable for Stellar Advisory to carry out work at the Client's location or at another location, the Client will bear these travel expenses. The Client will also bear the travel expenses if Stellar Advisory requests Client to perform work at the Client's

location or another location and the Client grants permission. Travel expenses include, among other things, airfare, train tickets, gasoline costs for car transportation, taxi fares, public transportation, tolls, parking fees, accommodation costs, meal allowances, and incidental expenses. This list is not exhaustive, and other relevant costs associated with travel will also be reimbursed.

#### **Article 5. Payment Terms**

1. Stellar Advisory shall invoice the Client for the amount due. If the Project is delivered in stages, Stellar Advisory is entitled to invoice per delivered phase, on a monthly basis, or based on hours worked (at Stellar Advisory's discretion). The payment term for an invoice is thirty,30 days from the date of the invoice, unless otherwise agreed between Stellar Advisory and the Client.
2. If the Client fails to make full payment on time, they shall automatically be in default without any notice of default being required. If an amount due is not paid within the payment term, a contractual interest of 11.5 % per month and € 50- administrative costs shall be charged on the outstanding amount without further notice by Stellar Advisory.
3. In case of late payment, the Client, in addition to the amount due and the accrued interest, shall be liable for full compensation of both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs, and collection agencies.
4. The claim for payment shall become immediately due and payable if the Client is declared bankrupt, applies for suspension of payments, deceases, or if it enters into liquidation or if bankruptcy is granted.
5. In the aforementioned cases, Stellar Advisory also has the right to terminate or suspend performance of the Agreement or any yet-to-be-performed part thereof without notice of default or judicial intervention, without the Client being entitled to compensation.
6. Stellar Advisory is entitled to annually index the prices in the Agreement based on the consumer price index of the Central Bureau of Statistics, from January to January of the preceding year.
7. In the cases described in the preceding two paragraphs of this article, the Client does not have the right to terminate the Agreement.

#### **Article 6. Execution of the Project & Provision of Information**

1. Upon conclusion of the Agreement, Stellar Advisory shall promptly execute the Project in accordance with the quotation, taking into account reasonable requests from the Client. Stellar Advisory endeavors to execute the Project to the best of its ability with due care and expertise.
2. The Client is required to facilitate timely and accurate execution of the Project.
3. In particular, the Client shall ensure that all data, which Stellar Advisory indicates as necessary or which the Client reasonably understands to be necessary for the execution of the Project, is provided to Stellar Advisory in a timely manner. The Client's necessary involvement must be provided with adequate quality and timeliness. This applies both to support provided by the contact persons and to the planned involvement of project Staff in the project activities to be carried out.
4. If the Client fails to fulfill the aforementioned obligations, Stellar Advisory shall not be liable for any resulting damages, and Stellar Advisory is entitled to charge additional costs and the Project may be delayed. Any delay in the Project caused by the Client shall be reported via the project management system or, if no project management system has been deployed for the Project, by email or, in the absence of functional email correspondence, by other written means.

#### **Article 7. Contacts and escalation**

1. Each party shall designate specific contacts responsible for maintaining communication regarding the performance of the Agreement. The parties shall inform each other of the individuals designated as their contacts. These designated contacts, referred to as Contractual Contact Persons (CCPs) for the Client and Stellar Advisory.

2. The Client will appoint a Technical Contact Person (TCP) who will serve as the contact person for all technical matters, a Network Operations Contact (NOC) for operational and emergency matters and an Administrative Contact Person (ACP) for all administrative and financial matters.
3. The Client is obligated to maintain up-to-date contact information as outlined.
4. Additionally, both parties must establish or have in place an internal escalation procedure, without prejudice to the provisions regarding disputes.

#### **Article 8. Additional Work**

1. If, due to Client's requests that can reasonably be considered as a change or addition to the provisions in the quotation or the Agreement (including delays or extensions related to the Project that can be attributed to the Client), the amount of work that Stellar Advisory is required to perform under this Agreement increases, it shall be considered as Additional Work.
2. If Stellar Advisory considers that there is Additional Work, it will promptly notify the Client thereof and request written approval for the execution of the proposed Additional Work and the offer made by Stellar Advisory for it, including the delivery Schedule.
3. The Client shall decide on the proposed Additional Work within five (5) working days. The work to be carried out as part of accepted Additional Work shall be documented in writing and approved by both parties.
4. For Additional Work for which Stellar Advisory can demonstrate that it is reasonably necessary for the provision of the services, or that reasonably follows from the Client's instructions, Stellar Advisory does not require permission. Such work shall be performed on a time and material basis at Stellar Advisory's hourly rate applicable at the time of the work. Additional incurred costs may also be invoiced.
5. The Client is responsible for any extension of the delivery deadlines mentioned in the original quotation due to Additional Work.
6. The provisions of these General Terms and Conditions apply to all Additional Work to be carried out by Stellar Advisory, unless otherwise agreed by the parties.

#### **Article 9. Documentation**

1. Documentation should be prepared in a manner that ensures proper usability, management, and maintenance of the Deliverable by the Client.
2. The Client is permitted to reproduce and modify Documentation and distribute it for internal use within its organisation without any additional fees, provided that all copyright acknowledgements and other related information are retained intact.

#### **Article 10. Acceptance/Activity report**

1. In the event that formal Acceptance of specific works and services or partial formal Acceptance of individual services is required or agreed upon, the Client is obligated to accept the respective works or service no later than one calendar week after Stellar Advisory has notified completion and handed over the work result. The services shall be deemed accepted if:
  - the client confirms compliance with contractual agreements or the agreed acceptance criteria, or
  - the client does not notify Stellar Advisory of any material or major deficiencies in writing during the acceptance period, or
  - the client puts the work results to use at the end of the acceptance period without reservation.
2. Any deficiencies or errors identified during acceptance will be documented in the acceptance protocol. Stellar Advisory will rectify these deficiencies or errors at no cost within a reasonable timeframe. If the identified deficiencies or errors are significant, Stellar Advisory will, after addressing them, provide the necessary work to continue the acceptance process.

3. Stellar Advisory provides no warranty for any changes made to the work after acceptance.
4. If formal acceptance has not been agreed upon, the satisfactory contractual conclusion of the service shall be confirmed by the client signing a proof of performance report promptly following Stellar Advisory's execution of the agreed service or service elements. Despite the absence of the client's signature, the activity report shall be considered approved if the client does not submit substantiated objections in writing within one calendar week after receiving the report.

#### **Article 11. Support and Maintenance**

1. Stellar Advisory will, on request, acquaint the Client and its personnel with the use of the Deliverable. The nature, scope, duration and costs of the support must be specified separately in a specific agreement between Stellar Advisory and the Client.
2. If the Client wishes, Stellar Advisory will maintain the Deliverable for a period to be agreed upon by the parties in a specific agreement.

#### **Article 12. Personnel**

1. If Stellar Advisory's Staff needs to perform activities at Client's location for the execution of the Agreement the following provisions shall apply.
2. Client shall provide all necessary support to Stellar Advisory's Staff who performs activities at Client's location for the execution of the Agreement, to facilitate the performance of the activities. The Client is obliged to do everything necessary for Stellar Advisory's Staff to carry out his work properly and safely.
3. Stellar Advisory will make efforts to ensure that its Staff has the appropriate job description and competencies. It is not possible for Client to select Stellar Advisory's Staff unless expressly agreed otherwise. Stellar Advisory is entitled to replace a staff member with another staff member having comparable competencies and a similar job description.
4. Without written consent from Stellar Advisory, Client is not permitted, during the term of the Agreement and for a period of two (2) years thereafter, to employ or engage staff members of Stellar Advisory, directly or indirectly, enter into business relationships with them, or have them perform any work other than within the scope of the Agreement. This article also applies if Client and Stellar Advisory enter into an Agreement for the secondment of a staff member.

#### **Article 13. Workplace Safety and Information Provision at Client Premises**

1. If work is conducted at the Client's premises, the Client will ensure that the workplace is suitable and safe.
2. Stellar Advisory will ensure that its Staff are promptly informed of the working conditions regulations applicable at the Client's premises and will notify the Client promptly if it becomes aware of any circumstances that violate (or may violate) these regulations.

#### **Article 14. Duration, termination, and dissolution**

1. The Agreement shall be deemed terminated upon the mutual fulfillment of its performances, or on the date specified in the Agreement. If it concerns a continuous Agreement and the duration of the Agreement is not mentioned in the Agreement, the Agreement shall be deemed entered into for a period of one (1) year.
2. Notwithstanding paragraph 1 of this article, Agreements relating to services shall be automatically renewed for successive one-year periods upon expiration of the initial term, unless terminated by either party with a notice period of three (3) months prior to the end of the term. Interim termination by the Client is not possible unless otherwise stipulated in the Agreement. Termination of such Agreements shall be in writing.
3. The delivery deadlines specified by Stellar Advisory are indicative only. Stellar Advisory shall only be in default, even with an agreed deadline, after the Client has notified Stellar Advisory in writing of the default.

4. If the Client fails to fulfill any obligation incumbent upon them under the Agreement, Stellar Advisory shall have the right to suspend the performance of all Agreements concluded with the Client without notice or judicial intervention and without prejudice to Stellar Advisory's right to claim damages, lost profits, and interest.
5. Each Party is entitled to immediately, without judicial intervention, and without any obligation to compensate damages or indemnification, terminate or suspend the Agreement in whole or in part in writing if:
  - a. the other Party fails, in whole or in part, to fulfill its obligations under the Agreement,
  - b. circumstances come to the knowledge of one Party after conclusion of the Agreement that give reasonable grounds to fear that the other Party will not fulfill its obligations,
  - c. the Client is requested to provide security for the performance of its obligations under this Agreement and such security is not provided or is insufficient,
  - d. due to delay on the part of one Party, the other Party can no longer reasonably be expected to fulfill the Agreement under the originally agreed conditions,
  - e. the other Party, applies for suspension of payments, or files for bankruptcy,
  - f. the other Party's bankruptcy is declared; the other Party's activities are suspended or liquidated,
  - g. seizure is made on any asset of the other Party,
  - h. circumstances arise of such a nature that performance of the Agreement becomes impossible or continued compliance with the Agreement cannot reasonably be expected of Stellar Advisory.
6. Upon termination of the Agreement, Stellar Advisory's claims against the Client become immediately due and payable. If Stellar Advisory suspends the performance of its obligations, it shall retain its rights and obligations under the law and the Agreement.
7. If the termination is attributable to one Party, the other Party shall be entitled to compensation for the damages directly and indirectly incurred.

#### **Article 15. Procedure upon Termination**

1. Parties are mutually obligated, upon termination of the Agreement, to promptly return any goods of which the other party is the owner or rightful claimant and which are in possession of one party, to the possession of the other party. Certain goods, such as data (carriers), may also be erased or destroyed instead of returned if the rightful party has provided written consent for such action.
2. All data provided or entered by Stellar Advisory remains the property of Stellar Advisory at all times. The Client only obtains a non-exclusive, transferable license necessary for the execution of the Agreement.

#### **Article 16. Intellectual Property Rights**

1. All Intellectual Property Rights in the services and all Materials developed or provided in the context of the Project shall solely vest in Stellar Advisory or its licensors.
2. The Client shall only obtain the indefinite usage rights and powers expressly granted in these General Terms and Conditions, the Agreement, or otherwise explicitly granted in writing. The Client shall not reproduce or disclose the software, services, or other Materials in any way beyond what is expressly permitted.
3. The Client is prohibited from removing or altering any indication regarding copyrights, trademarks, trade names, or other intellectual property rights from the services and/or Materials, including indications of their confidential nature and confidentiality. Stellar Advisory is permitted to implement technical measures, such as passwords or encryption, to protect the Materials. If Stellar Advisory has secured the Materials through technical protection measures, the Client is not permitted to remove or bypass this protection.

4. Any use, reproduction, or disclosure of the Materials that exceeds the scope of the Agreement or granted usage rights constitutes an infringement of the intellectual property of Stellar Advisory or its licensors.

#### **Article 17. Processing of Personal Data**

1. If Stellar Advisory processes personal data on behalf of the Client, the provisions of Appendix 1 shall also apply.

#### **Article 18. Confidentiality**

1. Parties shall treat information provided to each other before, during, or after the execution of the Agreement as confidential when such information is marked as confidential or when the receiving party knows or reasonably should know that the information was intended to be confidential. Parties shall also impose this obligation on their employees as well as on third parties engaged by them to execute the Agreement.
2. Stellar Advisory shall not access data stored and/or distributed by the Client via the services of Stellar Advisory, unless necessary for the proper execution of the Agreement or the quality of the Projects, or Stellar Advisory is required to do so under a legal provision or court order. In such cases, Stellar Advisory shall endeavor to limit access to the data as much as possible, to the extent within its power.
3. This obligation shall also continue after termination of the Agreement for any reason, for as long as the disclosing party can reasonably claim the confidential nature of the information.

#### **Article 19. Publicity**

1. In order to promote its services, Stellar Advisory is entitled to show third parties which Projects it delivers to Client, unless otherwise agreed upon in writing.

#### **Article 20. Liability**

1. Stellar Advisory's liability for direct damages suffered by the Client as a result of an attributable failure in the performance by Stellar Advisory of its obligations under the Agreement, explicitly including any failure in the performance of any warranty obligation agreed upon with the Client, or due to wrongful acts of Stellar Advisory, its employees, or third parties engaged by it, is limited per event or a series of related events to the amount paid out by Stellar Advisory's insurer in this respect, and if the insurer does not make any payment, to an amount equal to the fees that the Client owes under this Agreement per year (excluding VAT). In no event shall the total compensation for direct damages exceed 25,000 euros (excluding VAT).
2. Stellar Advisory's total liability for damages for death or bodily injury or for material damage to property shall in no event exceed 500,000 euros per damaging event, where a series of related events shall be considered as one event.
3. Stellar Advisory's liability for indirect damages, including consequential damages, loss of profits, loss of savings, corruption or loss of (business) data, and damages due to business interruption, is excluded.
4. Except as provided in paragraphs 1 and 2 of this article, Stellar Advisory shall have no liability for damages, regardless of the grounds on which an action for damages would be based. The exclusions and limitations provided for in this article shall not apply if and to the extent the damage results from the willful intent or deliberate recklessness of Stellar Advisory's management.
5. Stellar Advisory's liability for attributable failure in the performance of the Agreement arises only if the Client immediately notifies Stellar Advisory in writing of such failure, setting a reasonable period for remedying the failure, and Stellar Advisory continues to fail to perform its obligations under the Agreement after that period. The notice of default must contain as detailed a description of the failure as possible so that Stellar Advisory can adequately respond.

6. Condition for the entitlement to any right to compensation is that the Client notifies Stellar Advisory of the damage in writing within thirty (30) days of its occurrence.
7. The Client indemnifies Stellar Advisory against all claims by third parties for liability arising from a Defect in the Project/service delivered by the Client to a third party, which also included goods, Materials, or results provided by Stellar Advisory, except if and to the extent the Client proves that the damage was caused by those goods, Materials, or results. The Client also indemnifies Stellar Advisory against claims regarding non-compliance with licenses by the Client and/or third parties (including Users) falling under the Client's responsibility.
8. Stellar Advisory's liability for Defects in products and services of third parties, including software and programs, is excluded.

#### **Article 21. Force Majeure**

1. Neither party shall be held liable for the performance of any obligation if circumstances beyond the control of the parties and which could not reasonably have been foreseen at the conclusion of the Agreement, render performance impossible. The Client may only invoke force majeure if the Client informs Stellar Advisory in writing of such invocation as soon as possible after the occurrence of the impediment, providing the necessary evidence.
2. Force majeure on the part of Stellar Advisory shall exist in any case of power failures, internet outages, disruptions in the telecommunications infrastructure, network attacks (including (D)DoS attacks), malware attacks, domestic unrest, mobilization, war, terrorism, strikes, import and export restrictions, supply chain disruptions, fire, and floods.
3. In the event of force majeure, the performance of the relevant obligation(s) and any related obligation(s) shall be wholly or partially suspended for the duration of such force majeure, without the parties being held liable for any damages in respect thereof.
4. In the event of force majeure, the party invoking force majeure shall endeavor to keep the impediment, caused by the force majeure, as brief as possible.
5. If a situation of force majeure has lasted for ninety (90) days, each of the parties shall have the right to terminate the Agreement in writing, unless the nature or extent of the impediment does not justify interim termination. Any services rendered under the Agreement shall be settled proportionately in that case, without any further obligations between the parties.

#### **Article 22. Disputes and Applicable Law**

1. All disputes arising from or related to (the execution of) this Agreement and/or resulting or related agreements, including those considered as such by only one party, shall be submitted to the court in the district where Stellar Advisory is established.
2. The Agreement is governed by Dutch law, to the express exclusion of the rules of private international law, including the UN Convention on Contracts for the International Sales of Goods (CISG).

#### **Article 23. Changes to General Terms and Conditions**

1. In the case of a continuous Agreement, Stellar Advisory reserves the right to modify or supplement these General Terms and Conditions.
2. Changes also apply to already concluded Agreements, with a notice period of fourteen (14) days after the announcement of the change on Stellar Advisory's Website or by electronic communication. Changes of minor importance can be made at any time.
3. If the Client does not wish to accept a change in these General Terms and Conditions, they may terminate the Agreement up to the date on which the new General Terms and Conditions take effect, or on the receipt date of the termination notice if it is after the effective date of the change. This does not apply to changes required due to (changing) laws and regulations or changes of minor importance. Such changes can be made without the Client being able to terminate the Agreement.

#### **Article 24. Void and Annulled Provisions**

1. If one or more provisions of the Agreement are found to be void or annulled by the court, the remaining provisions of the Agreement shall remain in force. Parties shall consult on the void or annulled provisions to establish a replacement arrangement. The replacement arrangement shall not affect the purpose and intent of the Agreement.

**Article 25. Final Provisions**

1. Stellar Advisory has the right at all times to involve third parties in the execution of the Agreement.
2. The Client is not entitled to assign the rights and obligations from the Agreement to a third party, including merger or acquisition, without the written consent of Stellar Advisory.
3. Client hereby grants Stellar Advisory in advance the right, without requiring explicit consent from Client, to transfer the Agreement concluded between the parties, in whole or in part, to parent, sister, and/or subsidiary companies or a third party in the event of a merger or acquisition. Stellar Advisory shall inform Client if such a transfer has occurred.

## **Appendix 1: Data Processing**

Attachment 1 applies if Stellar Advisory processes personal data on behalf of and under the instruction of the Client. If the parties have separately concluded a data processing agreement, this data processing agreement shall prevail over this Attachment.

### **Article 1. Introduction**

1. The parties have entered into an Agreement, with the (partly) purpose of managing the ICT systems, whereby the Client grants Stellar Advisory permission to log in to the Client's ICT systems. Stellar Advisory can be considered a processor within the meaning of Article 4(8) of the General Data Protection Regulation (hereinafter: "GDPR"), and the Client can be considered a data controller within the meaning of Article 4(7) GDPR.
2. Where this Attachment refers to personal data, it means personal data within the meaning of Article 4(1) GDPR.
3. The Client determines the purposes and designates the means for the processing. The conditions of this Attachment apply to this.
4. Stellar Advisory is willing to comply with the obligations regarding security and other aspects of the GDPR, to the extent possible within its power.
5. The GDPR imposes on the data controller the obligation to ensure that the processor provides sufficient guarantees regarding the technical and organizational security measures with regard to the processing to be carried out and the obligation to monitor compliance with those measures. Given the requirement of Article 28(3) GDPR, the parties wish to establish their rights and obligations through this Attachment.

### **Article 2. Purposes of Processing**

1. Stellar Advisory undertakes, under the conditions of this Attachment, to process personal data on behalf of the Client. Processing will only take place within the framework of this Attachment in order to maintain the ICT systems and log in to the systems of the data controller and those purposes that have been further agreed upon in the Agreement.
2. The personal data processed or to be processed by Stellar Advisory under the Agreement, and the categories of data subjects from whom this data originates, depend on the service provided by Stellar Advisory according to the Agreement. Stellar Advisory provides various services in the field of ICT, including but not limited to the following services: server/workstation management; migration; Wi-Fi; Helpdesk; Smartphones and tablets; Cloud; VoIP and internet. By providing these services, Stellar Advisory may access personal data of the Client. Stellar Advisory processes all categories of personal data of all categories of data subject(s) stored in the Client's ICT systems. Stellar Advisory will not process the personal data for any other purpose than as determined by the Client. The Client will inform Stellar Advisory of the processing purposes to the extent not already mentioned in this Attachment.
3. Stellar Advisory has no control over the purpose and means of processing personal data. Stellar Advisory does not make independent decisions regarding the receipt and use of personal data, the provision to third parties, and the duration of the storage of personal data.

### **Article 3. Obligations of Stellar Advisory**

1. With regard to the processing mentioned in Article 3, Stellar Advisory shall ensure compliance with the conditions set forth in the GDPR for processing personal data by Stellar Advisory from its role.
2. The obligations of Stellar Advisory arising from this Attachment also apply to those who process personal data under the authority of Stellar Advisory.
3. Stellar Advisory shall immediately notify the Client if, in its opinion, an instruction from the Client violates the legislation referred to in paragraph 1.

4. Stellar Advisory shall, to the extent possible within its power, provide assistance to the Client in fulfilling the obligations under Articles 32 to 36 GDPR, including conducting data protection impact assessments (DPIAs) and any necessary prior consultation with the Data Protection Authority. Stellar Advisory may charge reasonable costs for this.

#### **Article 4. Transfer of Personal Data**

1. Stellar Advisory may process personal data in countries within the European Economic Area (EEA). In addition, Stellar Advisory may also transfer personal data to a country outside the EEA, provided that country ensures an adequate level of protection and complies with the other obligations imposed on it under this Attachment and the GDPR.

#### **Article 5. Allocation of Responsibility**

1. The permitted processing shall be carried out by Stellar Advisory within a (semi-)automated environment.
2. Stellar Advisory is solely responsible for processing personal data under this Attachment, in accordance with the instructions of the Client and under the express (final) responsibility of the Client. For all other processing of personal data, including but not limited to the collection of personal data by the Client, processing for purposes not notified by the Client to Stellar Advisory, processing by third parties, and/or for other purposes, Stellar Advisory is not responsible. The responsibility for these processing operations lies solely with the Client.
3. The Client guarantees that the content, use, and order for processing of personal data as referred to in this Attachment are not unlawful and do not infringe any rights of third parties.

#### **Article 6. Engagement of Third Parties or Subcontractors**

1. The Client hereby gives Stellar Advisory permission to use a third party for the processing of personal data under this Attachment, in accordance with applicable privacy legislation.
2. At the request of the Client, Stellar Advisory shall inform the Client about the third parties engaged by it. The Client has the right to object in writing to any third party engaged by Stellar Advisory. If the Client objects to third parties engaged by Stellar Advisory, the parties shall enter into discussions to resolve this issue.
3. Stellar Advisory shall ensure that these third parties undertake in writing the same obligations as agreed between the Client and Stellar Advisory. Stellar Advisory shall ensure compliance with these obligations by these third parties and shall be liable to the Client for any errors of these third parties as if it had committed the error(s) itself.

#### **Article 7. Security**

1. Stellar Advisory will make efforts to implement appropriate technical and organizational measures regarding the processing of personal data, to prevent loss or any form of unlawful processing (such as unauthorized access, alteration, disclosure, or destruction of personal data).
2. Stellar Advisory will endeavor to ensure that the security measures meet a level that is appropriate, taking into account the state of the art, the sensitivity of the personal data, and the costs associated with implementing security measures.
3. If it appears that a necessary security measure is missing, Stellar Advisory will ensure that the security meets a level that is not unreasonable, considering the state of the art, the sensitivity of the personal data, and the costs associated with implementing security measures.

#### **Article 8. Notification Obligation**

1. In the event of a data breach (which means: a breach of security that results, accidentally or unlawfully, in the destruction, loss, alteration, unauthorized disclosure of, or access to transmitted, stored, or otherwise processed data (Article 4(12) GDPR)), Stellar Advisory will inform the Client thereof without undue delay, based on which the Client will assess whether to inform the supervisory authorities and/or data subjects. Stellar Advisory will make best efforts to ensure that the information provided is complete, correct, and accurate.

2. The Client will ensure compliance with any (legal) notification obligations. If required by law and/or regulations, Stellar Advisory will cooperate in informing the relevant authorities and potentially affected individuals. Stellar Advisory may charge reasonable costs for this.
3. The notification obligation includes, at least, reporting the fact that a breach has occurred, as well as, to the extent known to Stellar Advisory:
  - the date on which the breach occurred (if no exact date is known: the period during which the breach occurred);
  - the (presumed) cause of the breach;
  - the date and time when the breach became known to Stellar Advisory or to a third party or subcontractor engaged by it;
  - the number of individuals whose data has been breached (if no exact number is known: the minimum and maximum number of individuals whose data has been breached);
  - a description of the group of individuals whose data has been breached, including the type or types of personal data that have been breached;
  - whether the data was encrypted, hashed, or made incomprehensible or inaccessible to unauthorized persons by other means;
  - the intended and/or already taken measures to remedy the breach and to limit its consequences;
  - contact details for follow-up on the notification.

#### **Article 9. Rights of Data Subjects**

1. In the event that a data subject submits a request to exercise his/her legal rights to Stellar Advisory, Stellar Advisory will forward the request to the Client and inform the data subject accordingly. The Client will then handle the request independently. If it appears that the Client requires assistance from Stellar Advisory to fulfill a data subject's request, Stellar Advisory may charge reasonable fees for this.

#### **Article 10. Confidentiality Obligation**

1. Stellar Advisory is obliged to maintain confidentiality towards third parties regarding all personal data received from the Client and/or collected by itself under this Appendix. Stellar Advisory will not use this information for any purpose other than for which it was obtained unless it has been anonymized in such a way that it cannot be attributed to data subjects.
2. This confidentiality obligation does not apply if the Client has expressly consented to the disclosure of information to third parties, if the disclosure of information to third parties is logically necessary considering the nature of the provided assignment and the execution of this Appendix, or if there is a legal obligation to disclose the information to a third party.

#### **Article 11. Audit**

1. The Client has the right to conduct audits by an independent ICT expert bound by confidentiality to verify compliance with the security requirements.
2. This audit takes place only after the Client has requested and reviewed similar audit reports from Stellar Advisory and provides reasonable arguments justifying an audit initiated by the Client. Such an audit is justified when similar audit reports from Stellar Advisory do not provide sufficient clarity regarding compliance with this Appendix. The audit initiated by the Client takes place two weeks after prior notification by the Client, and at most once a year.
3. Stellar Advisory will cooperate with the audit and provide all reasonably relevant information for the audit, including supporting data such as system logs and Staff, as soon as possible and within a reasonable timeframe, with a maximum period of two weeks being reasonable unless there is an urgent reason against it. The Client will ensure that the audit has minimal disruption to Stellar Advisory's other activities.
4. The findings from the audit will be jointly reviewed by the parties, and based on this, any necessary actions will be taken by one or both parties.
5. The costs of the audit are borne by the Client.

**Article 12. Duration and Termination**

1. This Attachment shall remain in force for the duration specified in the Agreement between the parties and, in the absence thereof, at least for the duration of the collaboration.
2. The Attachment cannot be terminated prematurely.
3. Upon termination of this Appendix, for any reason and in any manner, Stellar Advisory will, at the choice of the Client, return all personal data in its possession in original or copy form to the Client, and/or delete and/or destroy these original personal data and any copies thereof.