

# Arteel



**RecognizePeers agreement  
& GDPR agreement**

## 1. RecognizePeers agreement

### 1.1. Validity and acceptance

The current terms and conditions apply to all contracts and Quotations relating to the use of the Service between Arteel, having its registered office at Brusselsesteenweg 59, 3020 Herent (Belgium) and registered with the Crossroads Bank for Enterprises under number 0448.941.734 (hereinafter "**Arteel**") and the customer that subscribes to Arteel's Services (hereinafter "**Subscriber**"), except when special terms and conditions or agreements between Arteel and the Subscriber stipulate otherwise.

These terms and conditions of Arteel are deemed accepted by the Subscriber, even when they are conflicting with the Subscriber's general or special purchasing terms and conditions. The fact that Arteel did not explicitly reject the terms and conditions of the Subscriber referred to in any contract or quotation cannot be interpreted by the Subscriber as an acceptance by Arteel of such terms and conditions.

In the event of any conflict between these terms and conditions and any quotation or other document submitted by the Subscriber, these terms and conditions will prevail, and such conflicting terms in the Subscriber's documents are hereby rejected by Arteel.

### 1.2. Definitions

The following definitions (and additional definitions provided below) will apply:

- "Agreement" means these general terms and conditions together with any Quotations between Arteel and the Subscriber.
- "Arteel Content" means Arteel-supplied text, audio, video, graphics and other information and data available by means of the Service or on Arteel's website.
- "Effective Date" means the date on which Arteel and the Subscriber both have signed the relevant Quotation.
- "Fee" means the fee paid by the Subscriber as a consideration for the license, products or services as set forth in the relevant Quotation.
- "Initial Term" means the initial term of this Agreement as specified in article 1.3.
- "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world.
- "Party" or "Parties" means Arteel and/or the Subscriber.
- "Points" means the virtual currency visible to Users.
- "Quotation" means a form of quotation or proposal submitted by Arteel to the Subscriber in which these terms and conditions are or are deemed to be incorporated.
- "Renewal Term" means the renewal term of this Agreement as specified in article 1.6.
- "Service" means Arteel's online platform service as described in the Quotation.
- "Subscriber Content" means data, information or material provided or submitted by the Subscriber to Arteel in the course of utilizing the Service.
- "Subscription" means the license by means of which the Subscriber wants access to the Services
- "Term" means each of the Initial Term and the Renewal Term, as applicable.
- "Third Party" means any legal or natural person that is not a Party or a User.

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- "User" means such persons as may be invited by the Subscriber to use the Service.
- "User Terms and Conditions" means the terms and conditions available on <https://www.recognizepeers.com/en/terms/> and applicable to the Users.
- "Virus" means a virus, cancelbot, worm, logic bomb, Trojan horse or other harmful component of software or data.

## 1.3. License by Arteel

Subject to the terms and conditions of this Agreement and timely payment of the Fees by the Subscriber, Arteel grants the Subscriber a renewable, personal, restricted, non-exclusive, non-transferable, non-assignable license, without the right to sublicense for the Term to access and use the Service for the Subscriber's business purpose.

Subject to the timely payment of the Fees by the Subscriber, Arteel will grant to the Users a restricted, personal, non-exclusive, non-transferable, non-assignable license, without the right to sub-license, in accordance with the User Terms and Conditions. Subscriber acknowledges and agrees that Arteel can only grant a license and shall only deliver access to those Users that have accepted the User Terms and Conditions.

Arteel reserves the right to make, in its sole discretion, material changes and material updates to the functionality of the Service from time to time without prior notification to the Subscriber. Arteel may, in its sole discretion, change, supplement or amend the User Terms and Conditions in a material manner from time to time, for any reason without any liability towards the Subscriber. In such case, the Subscriber will however have the right to terminate this Agreement within a fifteen calendar day period after such material changes or updates without Arteel being entitled to a compensation.

The Subscriber is not allowed to use the Service or a component thereof in a manner not authorized by Arteel. Within the limits of the applicable law, the Subscriber is not permitted to (i) make the Service available or sell or rent the Service to any Third Parties; (ii) adapt, alter, translate or modify in any manner the Service; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service to any Third Party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organisation) of the Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Service; (vi) intentionally distribute any Virus, or other items of a destructive or deceptive nature or use the Service for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (vii) remove or in any manner circumvent any technical or other protective measures in the Service.

## 1.4. License by Subscriber

The Subscriber grants Arteel a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display the Subscriber Content to the extent necessary to perform its obligations under this Agreement, in particular to provide and maintain the Services. Arteel reserves the right, but is not obliged, to review and remove any Subscriber Content which is deemed to be in violation with the provisions of the Agreement or otherwise inappropriate, any rights of Third Parties or any applicable legislation or regulation.

## 1.5. Intellectual property

Subscriber acknowledges and agrees that this Agreement is not a sale of the Service or any rights therein, and that Arteel and its suppliers shall at all times retain all Intellectual Property Rights in and to the Service and the Arteel Content. All rights in and to the Service and Arteel Content not expressly granted to the Subscriber in this Agreement are reserved by Arteel. No license is granted to the Subscriber except as to use of the Service as expressly stated herein. Arteel's name, Arteel's logo, and the product names associated with the Service are trademarks of Arteel or Third Parties, and they may not be used without Arteel's prior written consent.

Subscriber acknowledges and agrees in particular that the source code from the Service is and remains a confidential and proprietary trade secret of Arteel.

## 1.6. Agreement term and termination

This Agreement takes effect as from the Effective Date and remains in effect for the Initial Term as mentioned in the applicable proposal or quotation. The Agreement will automatically renew for successive one-year periods (each a "Renewal Term") beginning at the end of the Initial Term, unless either Arteel or the Subscriber provides notice of termination three months before the end of the Initial Term or current Renewal Term, as applicable.

Either Party may terminate the Agreement by giving at least three months' notice prior to the end of the Initial Term or the then current Renewal Term, or unless otherwise terminated early in accordance with the provisions of this Agreement.

Either Party may terminate this Agreement by written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within sixty calendar days from receipt of a default notice.

Either Party may terminate this Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business. Upon termination of this Agreement for whatever reason (i) the Subscriber shall promptly pay Arteel all Fees and other amounts earned by or due to Arteel pursuant to this Agreement, up to and including the date of termination, (ii) all user rights granted to the Subscriber pursuant to this Agreement, including the rights to use the Service, shall automatically terminate and the Subscriber shall return all copies of the Service, if any. Termination of this Agreement on whatever ground shall be without prejudice to any right or remedy that has accrued prior to the actual termination. The provisions of this Agreement that are expressly or implicitly intended to survive termination shall survive any expiration or termination of this Agreement.

## 1.7. Deadlines

The deadlines set out in the Agreement with regard to the launch of the Services are given purely for information, and their being exceeded may not give rise to any indemnity or to the termination or cancellation of the Agreement.

## 1.8. Bespoke development, additional work or travel

In case we would need to customize or make changes to the Services or perform any other type of additional work not foreseen in the Quotation (such as, but not limited to any adjustments to the look and feel of the app, managing users, point distribution, changing reports or intervening in the standard invoicing process), this work will be invoiced at hourly rates. Unless otherwise specified in the Quotation, the hourly rates are €75 for a Creative Designer, €95 for a Software Engineer, €110 for a Customer Success Associate and €155 for a Subject Matter Expert. The minimal invoicing period and the unit of invoicing is fifteen minutes, even if the services performed were less. Unless otherwise specified in the Quotation, travel costs in Belgium, including related travel time, are calculated on the basis of €0.95 per kilometre from the offices of Arteel in Herent. Travel costs outside of Belgium shall be agreed with the Subscriber in special conditions.

The hourly rates and travel costs are indexed each year, on 1st January, based on the consumer price index, the basic index being that of the month of November 2013 and the new index being that of the month of November before the change. Non-indexation on the annual date agreed does not imply any waiver of its application during the year or on later annual dates.

## 1.9. Points & Reward Catalogue

Every recognition, given via the Services by one User to another User, has a Point value. These Points have a monetary value. Unless otherwise specified in the Quotation, the monetary value of one Point is €0.25. During the setup, the Subscriber will define for all Users how many recognitions – and corresponding Points – they can hand out and during what period ('Reset Period'). At the end of each Reset Period, Users receive a new batch of recognitions to hand out. The

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Point value associated with any unused recognitions at the end of the Reset Period, remains at the disposal of the Subscriber.

Apart from the Point value associated to recognitions, Arteel can allocate Points directly to Users in accordance with the Subscriber's instructions.

Once received Points remain at the disposal of the receiving User until the end of the Agreement unless the Subscriber specifies a Point Expiration policy. At the Agreement end, up to 85% all points not (re)distributed or redeemed, can be transferred into gifts or other products according to Arteel's GiftServices offering (<https://arteel.eu/giftservices/>).

A User can redeem Points at their disposal for items from the Reward Catalogue. This Reward Catalogue is comprised of merchandise items and Retail Gift Cards. Both merchandise items and Retail Gift Cards are expressed in Points.

Points have no independent economic or cash surrender value other than pursuant to redemption by Users solely in connection with the Service. Points are only redeemable by Users for using the Service.

## 1.10. Fees

Unless otherwise specified in the Quotation:

- Points are billed to the Subscriber prior to them being made available for Users to recognize other Users.
- Merchandise items are charged at the Arteel Cost Of Goods Sold (COGS). This COGS includes Arteel's Actual Cost for the reward products from its Suppliers plus any direct, indirect, or laid-in costs. Applicable Taxes or Duties are not included in the COGS. Unless otherwise specified in the Quotation, Shipping Costs are not included in the COGS. This COGS is usually less than, and maximally equal to, the manufacturer's suggested retail price.
- Retail Gift Cards are charged at the face value plus 6.95%. Unless otherwise specified in the Quotation, any mark-up on the face value of Retail Gift Cards, will increase the Points necessary for the Users to redeem the Retail Gift Cards.
- For invoicing per cost centre or for invoicing via an external system (e.g. a procure-to-pay application), a fee of €39 per invoice is charged.
- Optional gift services: for keeping customer-specific items in stock: (1) order picking at €2.1 per SKU and (2) storage per shelf of 100\*50\*50 cm at €40 per year; for packaging in gift paper at €1.82 per box; for adding a physical greeting card with a template or personalized message at €1.82 per card.

The fees for invoicing per cost centre or via an external system, as well as the fees for optional gift services are indexed each year, on 1st January, based on the consumer price index, the basic index being that of the month of November 2013 and the new index being that of the month of November before the change. Non-indexation on the annual date agreed does not imply any waiver of its application during the year or on later annual dates.

## 1.11. Billing

Unless otherwise specified in the Quotation:

- All set-up, configuration and workshop fees are billed at the Effective Date.
- The initial Subscription fee is billed at the Effective Date. Any later Subscription fee is billed at the start of every Renewal Term.
- Any bespoke development, additional work, travel cost or cost for invoicing per cost centre or invoicing via an external system, is billed at the end of the month based on the services performed during that month.

Unless otherwise specified in the Quotation, all invoices for any charges under this Agreement are due and payable within 30 calendar days of invoice date. Any invoice not contested by the Subscriber in writing to Arteel within fifteen days of the date of its issue is considered as having been definitively and irrevocably accepted. Amounts due are exclusive of all applicable taxes, levies, or duties, and the Subscriber will be solely responsible for payment of all such amounts. All amounts are payable in Euro. All amounts not paid by the Subscriber on the due date mentioned in the invoice shall bear interest in accordance with the law of 8 August 2002 on combating late payments in commercial transactions. Additionally and unless



otherwise specified in the Quotation, each unpaid invoice incurs ipso iure and without notification of default of payment, a contractual indemnity equal to 10% of the invoiced amount with a minimum of €250 without prejudice to the right to reasonable damages for possible collection costs in accordance with Article 6 of the Law of 2 August 2002 on combating late payment in commercial transactions if this is higher.

## 1.12. Warranty

The Subscriber warrants that the provided Subscriber Content is accurate and truthful and shall not (i) infringe any Intellectual Property Rights of Third Parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any Viruses, intended to damage the Service; or (v) otherwise violate the rights of a Third Party. The Subscriber agrees and acknowledges that Arteel is not obligated to back up any Subscriber Content. Any use of the Service in violation of these representations and warranties by the Subscriber constitutes unauthorised and improper use of the Service.

Except as expressly provided in this Agreement and to the extent permitted under applicable law Arteel expressly disclaims all warranties, express or implied, including but not limited to any warranties of merchantability, non-infringement, satisfactory quality and fitness for a particular purpose. In particular Arteel does not warrant that the Service is error-free or that the operation of the Service shall be secure or uninterrupted or that all problems can be solved and hereby disclaims any and all liability on account thereof. However, Arteel undertakes to make all reasonable efforts to remedy bugs reported by the Subscriber.

## 1.13. SLA & Support

Arteel guarantees 99.75% availability of the infrastructure per month, it being understood that the following shall not be taken into account when calculating this percentage: planned maintenance (in theory, four windows of 24 hours of maintenance per year planned over weekends), as well as any disruptions not attributable to Arteel (including network outages associated with Internet service providers). Arteel shall only be held liable by the Subscriber from the time that Arteel is directly responsible for the cause of any unavailability. The amount of any penalties in the event of unavailability attributable to Arteel shall under no circumstances exceed 10% of the fee calculated on an annual basis.

Arteel shall provide technical and helpdesk support to the Subscriber and to Users from 9 am to 5 pm CET time, each day which is not a Saturday, Sunday or public holiday in Belgium. Arteel will resolve all support requests as promptly as possible, in accordance with severity levels and corresponding response times that are customarily provided with similar services.

## 1.14. Communication

Arteel is responsible for clearly communicating directly with Users on relevant aspects of managing the Services using automated or manually generated messages. These messages may be used to communicate shipment and redemption information, account balance updates, redemption notifications, satisfaction surveys or any similar communications. In any instance where Arteel has a specific message to relay to Users, not related to the Services, these will be sent to Subscriber's designated contact to be disseminated according to the Subscriber's internal communication policies.

## 1.15. Confidentiality

Either Party is required to maintain the confidential nature of all information communicated in the context of the negotiation and execution of the Agreement, in particular information regarding their production, organisation and working methods. They hereby undertake not to divulge any of this information without the written agreement of the other party. They shall divulge information only to their employees who are directly involved in the execution of the contract, or making use of the programs, and they hereby guarantee that these employees are aware and will comply with the obligations in relation to the confidential nature of the said information.

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During the term of this Agreement, Subscriber hereby agrees that Arteel may include Subscriber's name and logo as a Subscriber who uses the Services in Arteel's marketing materials.

## 1.16. Liability

To the maximum extent permitted under applicable law, Arteel's liability with respect to any single incident arising out of or related to this agreement will never exceed the amount paid by the Subscriber hereunder in the twelve months preceding the incident. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power of telecommunications or data networks or services.

## 1.17. Miscellaneous

*Applicable law and Jurisdiction.* This Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favour of or against either Party and in accordance with Belgium law, without giving effect to any laws of conflict. The competent courts of the place of the registered office of Arteel will have exclusive jurisdiction over any dispute or controversy arising from or relating to this Agreement or its subject matter.

*Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

*No Agency.* No joint venture, partnership, employment, or agency relationship exists between Subscriber and Arteel as a result of this Agreement or use of the Service.

*No Waiver.* The failure of a Party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

*Force Majeure.* Except for the payment of the Fee by Subscriber, if the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any natural disaster, flood, riot, fire, war, act of terrorism, judicial or governmental action, labour disputes, strikes, blockades, failure of power or telecommunications or data networks, act of God or any other causes beyond the control of such Party, that Party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

*Assignment.* This Agreement may not be assigned by Subscriber without the prior written approval of Arteel but may be assigned by Arteel to (i) a parent company or subsidiary, (ii) an acquirer of all or substantially all of Arteel's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this article will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

*Third party providers.* The Subscriber acknowledges that the Service may enable or assist it or its Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Arteel makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Subscriber or the User and the relevant third party, and not Arteel.

*Notice.* Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five calendar days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on

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the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

*Survival.* All sections or articles that by their nature should survive, shall survive termination (or expiration) of this Agreement.

*Entire Agreement.* This Agreement, together with any applicable Quotation, comprises the entire agreement between Subscriber and Arteel and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each Party.



## 2. GDPR agreement

### 2.1. Introduction

This agreement serves to regulate the processing of certain Personal Data, which Arteel's Subscriber - acting as **Data Controller** - has at its disposal.

Specifically, Data Controller wishes to transfer certain Personal Data of its Employees to Arteel (acting as **Data Processor**) for processing. This agreement governs the execution and organization of the processing of these data by Arteel, and also includes the necessary guarantees with regard to the protection of their privacy.

Before proceeding to the actual transfer of the relevant Personal Data, Data Controller shall take all measures to ensure strict compliance with the General Data Protection Regulation (hereinafter "GDPR") and the Belgian or other applicable Law, which implies that Data Controller, among other things, shall inform the Employees concerned in full about the purpose of the transfer of these data, the nature and content of the transferred data and also shall obtain the specific approval of the Employees concerned about this transfer.

In this sense, this agreement includes the technical and organizational measures (see Article 32 of the GDPR) - which aim to ensure that the processing complies with the requirements of this Regulation and, moreover, that the protection of the rights of the Data Subject is guaranteed. In assessing the appropriate security level, particular account shall be taken of the processing risks, in particular as a result of the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data, whether by accident or by unlawful intent.

### 2.2. Definitions

In this agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- "Affiliate" means an entity that is owned or controlled by or is or under common control or ownership with the Data Controller, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- "Applicable Laws" means (a) European Union or Member State laws with respect to any Personal Data and (b) any other applicable law with respect to any Personal Data in respect of which any company is subject;
- "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of Belgium;
- "EEA" means the European Economic Area;
- "Employees": means (1) employees and contingent workers (such as temporary workers, freelancers, independent contractors, other outsourced non-permanent workers) as employed by the Data Controller; or (2) the gift addressees as appointed by those employees or contingent workers
- "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- "GDPR" means EU General Data Protection Regulation 2016/679;
- "Services" means the services and other activities to be supplied to or carried out by or on behalf of Data Processor for Data Controller pursuant to the Principal Agreement; and
- "Subprocessor" means any person or any third party appointed by or on behalf of Data Processor to Process Personal Data on behalf of Arteel in connection with the Principal Agreement.
- "Subscriber": means the customer that subscribes to Arteel's Services

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- The terms, "Commission", "Data Controller", "Data Processor", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## 2.3. Processing of Personal Data

Each party shall:

- Comply with all applicable Data Protection Laws in the Processing of Personal Data; and
- Not Process Personal Data other than on the relevant documented instructions unless Processing is required by Applicable Laws to which the parties are subject. In accordance with the instructions of Data Controller and the contents of this agreement, Arteel shall only process the Personal Data in accordance with the provisions of Appendix 1 of this agreement.

In order for Arteel to process the Personal Data, the relevant data must be made available by Data Controller, after the prior specific permission has been obtained by the Employees concerned. Only the Personal Data that are strictly necessary for the purposes described in Appendix 1 can and may be processed by Arteel. This processing of the relevant data, as well as the way of making it available, shall always be done in a safe manner.

## 2.4. Duration of the Agreement

This agreement enters into force on the Effective Date and forms an integral part of the Principal Agreement (RecognizePeers agreement). In this sense both agreements have the same period of validity.

If the Principal Agreement ends, this Processing Agreement ends automatically. In the same sense, the Processing Agreement cannot be terminated separately.

After termination of this processing agreement, the current obligations for both parties, such as the reporting of Data Leaks, relating to Personal Data shall continue. The same applies to the confidentiality obligation as to the Personal Data.

## 2.5. Use of Personal Data

The Personal Data may only be processed by Arteel for the purposes described in Appendix 1 of this agreement. This implies the fundamental obligation to only use the data internally. The communication thereof to third parties, in any way whatsoever (by means of transmission, distribution or in any other way) is prohibited, unless this is obliged by law or unless Arteel has to ship catalogue items. For shipments of catalogue items, Arteel will provide the relevant order fulfilment partner with the user's - or the recipient's - name, address and - if needed or requested by the user, the recipient or the fulfilment partner - phone number and/or email. A list of these fulfilment partners, which act as subcontractors is available in Annex 2. Arteel has entered into a written agreement with these Subprocessors as least as restrictive as this Data Protection agreement. Arteel remains responsible for all actions by the Subprocessors with respect to the Processing of Personal Data under this agreement. In case the Services include the delivery of a parcel in a non-EEA country, Personal Data will be communicated to the competent foreign customs authorities and to a local operator in charge of distributing the parcel abroad.

Arteel is prohibited from making a copy of the Personal Data provided, with the exception of a back-up, if this is necessary for the execution of the assignment as described in this agreement. Arteel shall not retain the data for longer than is necessary for the performance of the Service.

## 2.6. Obtaining Personal Data directly from Data Controller Employees

If in the execution of this agreement, Arteel obtains Personal Data directly from Employees and registers this data, it shall comply with the provisions of article 13 of the GDPR and inform the Data Subjects (e.g. by means of a privacy policy or analogous document that defines the terms of use of the Personal Data).

The Data Controller can at any time request to review the content and manner of the prior notification from Arteel.

## 2.7. Confidentiality

Data Processor shall treat the Personal Data in strict confidence.

By means of a confidentiality declaration, Data Processor has ensured that (future) staff members are bound by the confidentiality obligation laid down in this Article 2.7.

## 2.8. Staff, agents and contractors

Each party shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the other party, ensuring that all such individuals are subject to contractual confidentiality obligations or professional or statutory obligations of confidentiality.

## 2.9. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

In assessing the appropriate level of security, each party shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

## 2.10. Subprocessing and export

Arteel shall not appoint nor disclose any Personal Data to any Subprocessor except fulfilment partners without the prior written consent of Data Controller (cf. Article 2.5).

Arteel shall not export any Personal Data outside the European Economic Area.

## 2.11. Liability

Arteel is not responsible for any claims from Employees, other persons, other organizations or any third party with whom Data Controller has entered into any cooperation or whose Personal Data Controller personally processes.

Arteel shall be able to recover in full any penalty by the Supervisory Authority that is the result of the above-mentioned action. In this context Data Controller agrees to indemnify Arteel in full from such claims.

Data Controller expressly understands and agrees that (to the fullest extent permitted by law) Arteel shall not be liable to any party for any direct, indirect, incidental, special, consequential, exemplary, punitive or any other damages for use of this Service or other hyperlinked Services, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Arteel has been advised of the possibility of such damages), arising out of, or resulting from:

- the use or the inability to use the Services;
- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from our services;
- unauthorised access to or alteration of transmissions or data;
- statements or conduct of any third party on our website;
- any products or services of Arteel; or
- any other matter relating to the Services.

In no event shall our Arteel's total liability to Data Controller for all damages, losses, and causes of action (whether in contract, tort - including, but not limited to, negligence) exceed the amount paid by Data Controller to Arteel, if any, for use of the Services, excluding the amounts paid to purchase points, gifts or vouchers.

## 2.12. Data Subject Rights

Taking into account the nature of the Processing, each party shall assist the other party by implementing appropriate technical and organisational measures, insofar as this is possible, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

Arteel shall:

- Promptly notify Data Controller if Arteel receives a request from a Data Subject under any Data Protection Law in respect of the Personal Data; and
- Ensure that Arteel does not respond to that request except on the documented instructions of Data Controller or as required by Applicable Laws to which Arteel is subject, in which case Arteel shall to the extent permitted by Applicable Laws inform Data Controller of that legal requirement before Arteel responds to the request.

## 2.13. Personal Data Breach

Arteel shall notify Data Controller without undue delay and at least the next business day upon becoming aware of a Personal Data Breach affecting Personal Data, providing Data Controller with sufficient information to allow each party to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

Data Controller shall co-operate with Arteel and take such reasonable steps as to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## 2.14. Requests for rectification and erasure of data

Arteel shall examine all requests for rectification or erasure of data, and if this proves necessary in accordance with the GDPR, give an appropriate follow-up. Arteel shall notify Data Controller immediately. When Data Controller receives such a request, it shall also inform Arteel immediately.

## 2.15. Deletion or return of Personal Data

Arteel shall promptly and in any event within 10 years of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Personal Data.

Data Controller may in its absolute discretion by written notice to Arteel within 10 years of the Cessation Date require Arteel to (a) return a complete copy of all Personal Data to Data Controller by secure file transfer in such format as is reasonably notified by Data Controller to Arteel; and (b) delete and procure the deletion of all other copies of Personal Data Processed by Arteel. Arteel shall comply with any such written request within 14 days of the Cessation Date.

## 2.16. Data Protection and data privacy authorities

Each party shall provide reasonable assistance to the other party with any data protection impact assessments, and/or prior consultations with Supervising Authorities or other competent data privacy authorities, which parties reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law.

## 2.17. Control by Data Controller

Data Controller has the right to check compliance with this agreement at any time. Arteel shall, at the simple request of Data Controller, be obliged to provide all information necessary to demonstrate compliance with the obligations laid down and

to accept audits, including inspections, by Data Controller or an auditor authorized by it. These control costs are borne in full by Data Controller.

Arteel, likewise, has the right at any time to check compliance with this agreement. At Arteel's request, Data Controller is obliged to provide all information necessary to demonstrate compliance with the obligations laid down and to accept audits, including inspections, by Arteel or an auditor authorized by it. These inspection costs are borne in full by Arteel.

## 2.18. Governing law and jurisdiction

The parties to this agreement hereby submit to the choice of jurisdiction stipulated in the Article 1.16 with respect to any disputes or claims howsoever arising under this agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in Article 1.16.

This agreement is governed by Belgian law and the Courts of Leuven shall have sole jurisdiction.

## 2.19. Severance

Should any provision of this agreement be invalid or unenforceable, then the remainder of this agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

## GDPR Annex 1: details of processing of personal data

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

### **Subject matter and duration of the Processing of Personal Data**

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement.

### **The nature and purpose of the Processing of Personal Data**

The Personal Data may be processed for the purpose of providing the Services under the Principal Agreement, including the following purposes: to (a) promote the use of our Platform and send users related messages, (b) report on all aspect of Platform usage, (c) fulfil orders placed on the Platform, (d) provide support to users, (e) enforce compliance with our terms of use and applicable law, (f) protect the rights and safety of our users and third parties as well as our own, (g) meet legal, accounting or security requirements, (h) respond to lawful requests by public authorities, (i) prosecute and defend a court, arbitration, or similar legal proceeding, (j) improve the services we offer, (k) execute research or benchmarking studies, (l) ensure compliance with the applicable data protection, privacy or information security requirements and service levels, (m) manage legal claims with and between the Data Processor, Data Controller, the data subject(s) and/or third parties, also after termination of the agreement for any reason whatsoever, or for (n) any other category of purposes for the processing of Personal Data as agreed between the parties in the relevant agreement, purchase order or any other document of the agreement.

### **The types of Personal Data to be Processed**

The Personal Data processed concern (a subset of) the following categories of data for the Employees: employee identification number; gender; preferred language; first and last name; preferred first name; profile picture; home or work address; professional or private email address; telephone or mobile phone number; time zone; birthdate; hire date; pension date; gift order date; gift delivery date; gift content and value; gift delivery address; gift drop point location; gift tracking code; marital status; name and email of (backup) manager; contingent worker or not; job title; work unit or department; hobbies or talents; marital status; children or not; number of children; name and email of referred potential hire; presence at a company event or party; descriptions posted of behaviour in line with company values; comments or likes posted; and any system access/ usage/ authorization data.

### **The categories of Data Subjects to whom the Personal Data relates**

All Employees of Data Controller.

### **The obligations and rights of Data Controller**

The obligations and rights of the Data Controller are set out in this agreement.



## GDPR Annex 2: list of subprocessors

This Annex 2 includes a list of all order fulfilment partners that act as Subprocessors (cf. Article 2.5.).

### **Bpost nv**

with registered seat of business at Muntcentrum, 1000 Brussels, Belgium

and with company number 0214.596.464

### **DHL International nv**

with registered seat of business at Woluwelaan 151, 1831 Diegem, Belgium

and with company number 0406.796.224

### **Dachser Belgium nv**

with registered seat of business at Schoondonkweg 13, 2830 Willebroek, Belgium

and with company number 0415.394.184

### **F-GROUP bv**

with registered seat of business at Blarenberglaan 17 B, 2800 Mechelen, Belgium

and with company number 0536.477.009

# Arteel

|                         |                      |
|-------------------------|----------------------|
| Registered company name | <b>Arteel Y.</b>     |
| Legal entity form       | bv                   |
| Tax country             | Belgium              |
| Tax registration number | BE 0448.941.734      |
| Preferred languages     | Dutch or English     |
| Address line 1          | Brusselsesteenweg 59 |
| Postal code             | 3020                 |
| City                    | Herent               |
| Country                 | Belgium              |
| Phone                   | +32 16 499 960       |
| Email                   | info@arteel.eu       |
| Website                 | www.arteel.eu        |
| Bank name               | BNP Paribas Fortis   |
| IBAN                    | BE58 2300 0449 7079  |
| BIC                     | GEBABEBB             |
| Currency                | Euro                 |

