

# General Partner Terms and Conditions - Trustoo

## Article 1: Definitions

- **Trustoo:** the private limited liability company under Dutch law Advanza B.V., registered with the Dutch Chamber of Commerce under number 62910353, trading under the name Trustoo;
- **Partner(s):** Service providers, natural and/or legal persons, who have joined Trustoo and wish to receive Requests through Trustoo. Each Partner is considered a business user of the Online Platform and does not qualify as a consumer. The statutory provisions concerning consumer contracts do not apply, unless otherwise stipulated in these general terms and conditions;
- **Requester(s):** natural and/or legal persons who are interested in a service from one of the Partners of Trustoo and who make their contact details available to Trustoo using the Online Platform and wish to get in contact with the Partners of Trustoo in a particular field, professional group or sector;
- **Lead(s):** all requests from Requesters that Trustoo receives and forwards to Partners. A Lead contains data with which the Partner can directly or via the Online Platform get in contact with the Requester. The Lead may consist of: a quote request by email, a click on the telephone number or a referral to the Partner's website via the Partner's Profile on the Online Platform;
- **Processor:** a natural or legal person who processes personal data on behalf of the Controller, as defined in the General Data Protection Regulation (GDPR);
- **Controller:** a natural or legal person, a public authority, a service or another body which, alone or jointly with others, determines the purposes and means for the processing of personal data; where the purposes and means of such processing are determined in Union or Member State law, the controller or the specific criteria for its designation may be determined by Union or Member State law. As defined in the General Data Protection Regulation (GDPR);
- **Online Platform:** Online marketplace facilitated by Trustoo where Requesters and Partners are brought together;
- **Weekly Limit:** The maximum number of Leads that Partner wishes to receive per calendar week;
- **Profile:** Page on the Online Platform with business information and contact options of the relevant Partner;

## Article 2: Applicability of these general terms and conditions

**2.1:** These general terms and conditions apply to all offers, quotations, agreements and other legal relationships between Trustoo and Partners, regardless of how these were established. Trustoo does not accept any general terms and conditions of its Partners unless expressly agreed otherwise in writing.

**2.2:** Deviations from these general terms and conditions are only possible if the parties have expressly agreed this in writing with each other.

**2.3:** Not only Trustoo, but also all persons engaged by Trustoo in the execution of any assignment from the Partner may invoke these general terms and conditions.

**2.4:** These general terms and conditions may be amended by Trustoo at any time, provided that the amended terms and conditions are communicated to the Partner without delay.

**2.5:** When these general terms and conditions have been declared applicable to a legal relationship between the Partner and Trustoo, they are also applicable to all subsequent legal relationships established between the same parties.

## **Article 3: General**

**3.1:** All written, oral and electronic communications, offers and price quotations made by Trustoo are always without obligation, revocable and do not bind Trustoo.

**3.2:** The acceptance of an offer and/or quotation from Trustoo by the Partner only binds Trustoo if Trustoo confirms in writing or electronically to the Partner that an agreement between Partner and Trustoo has been established.

## **Article 4: About the services of Trustoo**

**4.1:** Trustoo operates an Online Platform aimed at generating Leads from Requesters. The Online Platform focuses on services in various fields, professional groups or sectors. Trustoo thus seeks to bring Requesters looking for a Partner of Trustoo in contact with this Partner. In fact, Trustoo brings supply and demand together. Trustoo receives the requests via the Online Platform it operates and forwards them to one or more of its affiliated Partners.

**4.2:** Trustoo is entitled to use the data provided by the Partner, including photos, logos and company name, for marketing purposes.

**4.3:** Trustoo has only a facilitating role. Trustoo is not responsible for the actions or omissions of a Partner and/or Requester.

**4.4:** The content of the Online Platform and the available information from Partners and Requesters, requests, assignments, reviews and proposals comes from the Partners and Requesters. Trustoo does not guarantee the accuracy and completeness of this information and bears no responsibility for it.

**4.5:** Trustoo accepts no liability for the accessibility of the Online Platform and does not guarantee that the Online Platform will be free from viruses and/or other defects. Trustoo is entitled, without obligation to provide prior information to Partners, to take the Online Platform (temporarily) out of service or to limit it when this is necessary for maintaining, updating and/or adjusting the Online Platform, without this creating any right to compensation against Trustoo.

**4.6:** Trustoo bears no responsibility for the fulfilment of any obligation between Partner and Requester, including but not limited to: meeting any payment obligation, the correct execution of the work to be performed and meeting the quality requirements.

## **Article 5: The agreement between Trustoo and its affiliated Partners**

**5.1:** The agreement between Trustoo and Partner is established at the moment that a Partner has made a request to join the Online Platform of Trustoo and Trustoo has accepted this request. Such a request can be made to Trustoo via the Online Platform operated by Trustoo. Trustoo is free to refuse such a request without giving reasons.

**5.2:** After acceptance and processing of the request, Trustoo assigns a username and password with which permission for access to the Online Platform is granted.

**5.3:** The agreement between Trustoo and a Partner involves, with respect to the obligations of Trustoo, only an obligation of best efforts towards the Partner and does not involve a performance obligation from Trustoo. Trustoo makes efforts to forward relevant requests to its Partner. Trustoo has no obligation towards its Partners to achieve a particular result. This includes but is not limited to that Trustoo is not obliged to forward a certain minimum number of requests to its Partners, unless expressly otherwise stipulated in the agreement or these

terms and conditions. Trustoo also does not guarantee that the Requesters will actually become customers of its Partners. Trustoo also reserves the right to send a Lead to multiple Partners when the Requester makes this known so that a Requester has more choice and can compare different Partners.

**5.4:** The number of requests that a Partner receives from Trustoo may vary per week. A Partner can set a Weekly Limit by email and via the Online Platform, have the desired regions adjusted, and indicate the categories of requests they wish to receive. Changing these parameters is free and can be done at any time.

**5.5:** Partners will receive Leads from Trustoo for the sectors, in the regions and for the categories for which the relevant Partner has registered with Trustoo and has determined the parameters themselves. For each Lead sent by Trustoo to Partner, the rate agreed between Trustoo and Partner will be charged to Partner, as well as a periodic platform or subscription fee ('Premium contribution') if established by Trustoo.

**5.6:** If a Partner is dissatisfied with a Lead, they may notify Trustoo within 14 days via the complaint form on the Online Platform. If the Partner is dissatisfied with a Lead and has notified Trustoo in time, a new free Lead will be credited pro rata to the Partner on the monthly invoice following the month in which the aforementioned notification was made, provided one of the following conditions is met:

- The request data corresponds with an earlier Lead in the previous 14 days (duplicate Lead);
- The requested work does not correspond with the field specified by the Partner;
- The Lead concerns a school project/was requested by a student, or by a job applicant and/or competitor;
- The Lead consists of a name and details that do not exist, or on behalf of a person who did not give the assignment and did not want to consult with the Partner in that regard (incorrect contact details);
- Despite repeated attempts over 5 days, via various communication channels and at different times, it was not possible to contact the Lead.

## **Article 6: Obligations of Partners**

**6.1:** A Partner must create a Profile and set the parameters leading to a match with Requesters as well as the sector, region and category in which the Partner is active. Data from Partners processed by Trustoo are considered as data relating to the relevant Partner and are not considered as personal data as described in the General Data Protection Regulation.

**6.2:** Partner is itself responsible and liable for the content of the data published by it on the Platform. Partner guarantees that the content of this data is correct, up-to-date and reliable, is not in conflict with applicable laws and regulations and is not unlawful. In addition, Partner guarantees that it will not damage the good name of Trustoo with this data and will refrain from sending unsolicited and/or unwanted messages to Requesters.

**6.3:** The Partner shall always provide Trustoo in a timely manner with all data or information useful and necessary for the proper execution of the agreement concluded between the parties and shall provide all cooperation. Partner guarantees that the provided data is correct. The Partner informs Trustoo within 14 days if data has been changed or appears to be incorrect.

**6.4:** Trustoo processes personal data of the Requesters. The Requester grants permission to Trustoo to provide this data to Partners. The Partners undertake to process this data only for the handling of the Lead of the Requester and the execution of any assignments arising

from it that the Requester gives to the Partner. This makes the Partner a Processor of personal data. The Partner is prohibited from forwarding the Lead to third parties or selling it to third parties.

**6.5:** Partner is aware of the General Data Protection Regulation and will make efforts to comply with all legal requirements when processing personal data. The purpose of the processing is: obtaining assignments from requests.

- The processor may not use the personal data for purposes other than those described in this agreement and general terms and conditions.
- Persons employed by or working for the processor who come into contact with the relevant data have a duty of confidentiality.
- The processor takes appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and the protection of the rights of the data subjects is guaranteed.
- The processor does not engage sub-processor(s) without prior written consent from / or agreement with the controller.
- The processor imposes the same obligations on a sub-processor in a sub-processing agreement as in this agreement.
- If the sub-processor fails to fulfil its obligations, the processor remains liable for fulfilling its obligations to the controller.
- The processor assists in complying with the obligations of the controller when data subjects exercise their privacy rights (such as the right to access, rectification, erasure and data portability).
- The processor assists in complying with the obligations regarding the data breach notification obligation. This means that the processor reports any possible data breaches directly and at the latest within 12 hours to the controller and cooperates with investigation/analysis. The processor does not need to report to the Data Protection Authority, this is done by the controller. The processor does not charge any costs for handling possible data breaches that occur at the processor.
- The processor assists in complying with the obligations regarding Data Protection Impact Assessment.
- The processor cooperates with audits by the Controller or a third party engaged by the Controller. The processor makes all relevant information available to verify whether the processor complies with the obligations mentioned in this agreement.
- After the end of the processing services, the processor deletes the data (or returns it to the controller), unless legally obliged to retain it. This is done as soon as possible but in any case within four weeks after the end of the processing services.
- The processor may not process the data outside organisations/countries that offer at least as many safeguards as the European Union, unless otherwise agreed in writing.

## **Article 7: Termination of an agreement between Trustoo and a Partner**

**7.1:** The agreement between Partner and Trustoo may be terminated in writing at any time, subject to a notice period of 1 working day. This notice period may be deviated from in the agreement between the parties.

**7.2:** When Trustoo suffers damage as a result of the termination or the circumstance that led to the termination, this damage may be recovered from the Partner. Amounts owed by the Partner remain fully due and become immediately payable at the time of termination.

**7.3:** Trustoo reserves the right to terminate an agreement with its Partners immediately and without notice period and without giving reasons.

**7.4:** Trustoo is not liable for any damage arising from termination by Trustoo.

## **Article 8: Prices and payment**

**8.1:** Partners receive an invoice with specification of the received Leads. The invoice must be paid by Partners by direct debit, for which a SEPA mandate has been issued.

**8.2:** Without the express written consent of Trustoo, a Partner may not set off, suspend and/or transfer rights and/or obligations to third parties.

**8.3:** All amounts stated by Trustoo are exclusive of VAT. The Partner is obliged to pay the VAT to Trustoo, unless in accordance with European legislation no VAT should be charged to the Partner. All amounts and/or rates used by Trustoo may be changed by Trustoo at any time. This includes both the rate per Lead and any periodic Subscription fee.

**8.4:** After the payment term has expired, the Partner who does not pay on time is in default by operation of law without requiring a notice of default. The statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code is due from the first day after the payment term.

**8.5:** In the event of late payment, the Partner is, in addition to the amount owed and the interest accrued thereon, liable for full compensation of the reasonable costs incurred by Trustoo for both out-of-court and judicial collection, including in any case the costs for lawyers, bailiffs and collection agencies.

**8.6:** The claim for payment is immediately due and payable in the event that the Partner is declared bankrupt, applies for suspension of payments, or a general attachment is made on assets of the Partner, the Partner dies, and furthermore, if the Partner goes into liquidation or is dissolved.

## **Article 9: Liability and indemnification**

**9.1:** Trustoo accepts no liability towards its Partners for any damage whatsoever. The liability of Trustoo for any damage whatsoever is hereby expressly excluded, unless there is direct damage as a result of intent or gross negligence on the part of Trustoo. Direct damage is only understood to mean the costs that the Partner has reasonably had to incur to remedy or resolve the shortcoming of Trustoo, as well as the reasonable costs to prevent or limit such damage and reasonable costs to determine the cause and extent thereof.

**9.2:** In the event that Trustoo is nevertheless liable for any damage suffered by a Partner despite paragraph 1 of this article, this liability is limited to the amount for which Trustoo is insured in relation to the damage suffered, with a maximum of EUR 500. Trustoo is never liable for indirect damage.

**9.3:** The Partner indemnifies Trustoo against all claims from third parties and fully compensates Trustoo in this respect, to the extent permitted by law.

## **Article 10: Miscellaneous**

**10.1:** The parties deviate from the limitation periods as referred to in Book 3 of the Dutch Civil Code and from other statutory limitation periods, with the understanding that all limitation periods applicable in a dispute between the parties are shortened for the Partner to one year, unless a shorter limitation period than one year applies on the basis of another statutory provision, in which case the shorter limitation period applies.

**10.2:** Failure to enforce or invoke a provision in these general terms and conditions by Trustoo does not in any way mean that Trustoo waives its right(s).

## **Article 11: Intellectual property rights**

**11.1:** All rights of industrial or intellectual property in all software or other products and services developed or made available pursuant to the agreement concluded between the parties belong exclusively to Trustoo or its licensors. The Partner only acquires the rights of use and powers that are expressly granted in writing in these general terms and conditions or otherwise, and for the rest the Partner will refrain from reproduction or manufacturing copies. Except for the name and logo of the Partner, all intellectual property rights related to the Online Platform remain the property of Trustoo at all times.

**11.2:** All software, equipment, etc. made available must be considered confidential information.

**11.3:** The Partner is not permitted to modify or remove any indication of copyrights, trademarks, trade names or other intellectual or industrial property rights from the delivered items.

## **Article 12: Applicable law and competent court**

**12.1:** Dutch law applies to all agreements or resulting agreements with Trustoo.

**12.2:** The court of Amsterdam has exclusive jurisdiction to judge all disputes arising between Trustoo and a Partner. For disputes falling under the jurisdiction of the subdistrict court, the subdistrict court of the court of Amsterdam is also exclusively competent. Disputes in this context also include those disputes that are experienced or designated as a dispute by only one of the parties.

## **Article 13: Final provisions**

**13.1:** If a provision of these general terms and conditions is void or annulled, the other provisions will remain in force and the parties will enter into consultation in order to agree on a new provision (or provisions) to replace the void or annulled provision(s), whereby the purpose and intent of the void or annulled provision(s) are taken into account as much as possible.

**13.2:** The Dutch text of these general terms and conditions constitutes the only authentic text. In the event of a discrepancy between the Dutch text and a translation into a foreign language, the Dutch text prevails.