

IT GENERAL PURCHASING TERMS AND CONDITIONS MCB NEDERLAND B.V., Version 1, January 2025

ARTICLE 1. DEFINITIONS

For the purposes of these general purchasing terms and conditions, the following definitions shall apply:

Acceptance: the written approval by MCB of the Goods and/or Services and the operation of the Goods in conjunction with MCB's equipment or software;

General Purchasing Terms and Conditions: these IT General Purchasing Terms and Conditions of MCB for the supply of Goods and Services;

Equipment: all computer equipment (hardware) made available or delivered by the Supplier to MCB for the execution of a Contract, together with any accompanying system software, as well as parts thereof and related Goods and accessories;

GDPR: the General Data Protection Regulation;

Services: all work to be performed by the Supplier pursuant to a Contract, including that work which is generally regarded in the ICT industry as an integrated part thereof and that work which is necessary for, or connected to, the work to be performed;

Documentation: all quality and warranty certificates relating to the Goods and/or Services, inspection data, Dutch-language user manuals, instruction manuals, drawings, specifications, technical and revision data and, if necessary, an EU Declaration of Conformity and the relevant (technical) dossier, as well as all other documents which are or could be relevant to MCB for the use of the Goods and/or Services;

Goods: all goods delivered or to be delivered by the Supplier to MCB in the execution of a Contract, including Software and Equipment;

General Purchasing Terms and Conditions: these IT General Purchasing Terms and Conditions of MCB for the supply of Goods and Services;

MCB MCB Nederland B.V. (registered according to its Articles of Association in Valkenswaard, registered with the Chamber of Commerce under No. 17075728);

Maintenance: the maintenance of Software, as well as all activities aimed at maintaining and improving Equipment, as laid down (in more detail) in the Service Level Agreement and the Contract;

Supplier: the counterparty in a Contract with MCB;

Quotation: a document drawn up by the Supplier at MCB's request, containing an itemised offer relating to a proposed Contract;

Contract: Any legal relationship between MCB and a Supplier relating to the delivery of Goods and/or the provision of Services by the Supplier to MCB;

Software: all computer software made available to MCB by a Supplier for the execution of a Contract, as well as all new versions, releases, updates or parts thereof;

SLA: a Service Level Agreement between MCB and a Supplier.

ARTICLE 2. GENERAL PROVISIONS

- 2.1. The General Purchasing Terms and Conditions apply to and form an integral part of all requests, Quotations, offers, orders, order confirmations, assignments, assignment confirmations, Contracts and other legal acts for the supply of Goods and/or Services.
- 2.2. Deviations from the General Purchasing Terms and Conditions apply only if these are expressly agreed in writing between the parties for the relevant Contract.
- 2.3. Should any provision of these General Purchasing Terms and Conditions be void, voidable or otherwise invalid, this shall not affect the validity of the remaining provisions of these General Purchasing Terms and Conditions and the Contract. The parties consent in advance to alternative provisions that correspond to the old void or annulled (or voidable) or invalid provisions as far as possible in terms of content, scope and objective.
- 2.4. MCB expressly rejects the applicability of any general terms and conditions used by Supplier, under any name whatsoever.
- 2.5. In the event of a conflict between the Dutch text of the General Purchasing Terms and Conditions and translations thereof, the Dutch text shall always prevail.

ARTICLE 3. CONCLUSION OF CONTRACT

- 3.1. An oral or written Quotation or other offer made by the Supplier shall be treated as a binding and irrevocable offer and shall be valid for at least thirty (30) days. The costs of issuing a Quotation or other offer shall be borne by the Supplier. Requests for Quotations are without obligation and are not binding on MCB. Requests from MCB shall be treated as an invitation to make an offer.
- 3.2. A Contract is concluded either by written acceptance of the Quotation, by sending an order to the Supplier or by the signature of the Contract by both Parties.
- 3.3. If MCB places an order without a prior Quotation, the Contract will be concluded unless the Supplier objects to the contents of the order within five (5) working days of its receipt.
- 3.4. If the Supplier carries out work (or makes preparations for this) before a Contract is concluded, the Supplier does so entirely at its own risk and expense.

ARTICLE 4. AMENDMENT OF CONTRACTS

- 4.1. Amendment of Contracts may take place in writing only, with the consent of both parties. 'Amendment of Contracts' expressly includes any additional/less work and price changes.
- 4.2. If, as a result of an amendment of the Contract, the work to be performed by the Supplier is demonstrably intensified or expanded, this constitutes additional work for which the

- Supplier shall receive an additional fee. This fee will be determined on the basis of the principles applied to determine the originally agreed fee. 'Additional work' does not include additional activities that the Supplier could have foreseen when concluding the Contract. If the Supplier believes that it is entitled to a fee for additional work, it will not commence performance the additional work until it has (i) provided MCB with a Quotation regarding the extent of the expected additional work and the associated costs and (ii) has received MCB's written approval to perform the additional work.
- 4.3. If, as a result of an amendment of the Contract, the work to be performed by the Supplier is demonstrably reduced, this constitutes less work. In this case, the parties will adjust the agreed fee in proportion to the reduction in the work.
 - 4.4. In the event of additional work or less work, the date of delivery of the Goods or the duration of the provision of the Services shall be redefined through reasonable consultation.

ARTICLE 5. PRICES AND PAYMENT

- 5.1. All agreed prices are fixed and are denominated in Euros.
- 5.2. The agreed prices are exclusive of VAT and include all costs related to compliance with the Supplier's obligations, including but not limited to any levies or taxes imposed or levied in relation to the Goods and/or Services, documentation, packaging, packing and shipping.
- 5.3. Invoices must comply with the legal requirements and must also contain MCB's order number. Invoices should be sent to invoice@mcbl.nl.
- 5.4. Payment shall be made no later than thirty (30) days after the later of (i) Acceptance of the delivered Goods and/or Services and (ii) receipt of the correct invoice.
- 5.5. MCB is authorised to suspend compliance with any obligation to the Supplier if MCB has reasonable grounds to believe that Supplier is not complying with or has not complied with its contractual obligations. In the event of a dispute over an invoice, MCB is entitled to suspend payment thereof until the dispute is resolved. MCB has the right at all times to set off the Supplier's claims against MCB's own claims against the Supplier (whether or not these are due and payable). In no case may the Supplier set off its contractual obligations to MCB against any claim it may have against MCB under any legal relationship.

ARTICLE 6. DELIVERY

- 6.1. The Supplier shall deliver the Goods/Software and/or provide the Services within the agreed terms or at the agreed times. All agreed deadlines shall be regarded as final deadlines.
- 6.2. Delivery of Goods shall take place at the agreed delivery address in accordance with the applicable Incoterm, delivered duty paid (DDP).
- 6.3. The Supplier does not have the right to make partial deliveries. MCB has the right to refuse Services which are provided only in part, in relation to the agreed Services.
- 6.4. MCB reserves the right to change the sequence, delivery address and time of the delivery of the Goods and/or provision of the Services, in which case MCB shall only be liable to the Supplier for reimbursement of the demonstrable, reasonable costs in connection therewith, as approved by MCB in writing in advance.
- 6.5. MCB has the right to postpone the delivery of ordered Goods and/or the provision of agreed Services for a period not exceeding sixty (60) calendar days, in which case MCB shall only be liable to the Supplier for reimbursement of any demonstrable reasonable costs incurred by the Supplier in connection therewith, as approved by MCB in writing in advance.
- 6.6. The Supplier shall submit all Documentation at the same time as the delivery of the Goods and/or the provision of the Services. This Documentation forms part of the said delivery or provision and consequently becomes the property of MCB. If MCB considers it desirable, in view of the nature of the delivered Goods, the Supplier shall provide operation and maintenance instructions free of charge to (personnel of) MCB and any third parties deployed by MCB. MCB has the right to use, copy and distribute the Documentation for use by MCB, its customers and/or the end user.
- 6.7. The Supplier is required to package and stack the Goods in such a manner that the label, the order/order number, the article number, the department to which the Goods are to be delivered and any other information to be specified at MCB's request are clearly visible on the outside of each individual package.
- 6.8. The Supplier undertakes to take back the packaging and transport materials at its own risk and expense, at MCB's request.
- 6.9. MCB has the right to refuse to accept delivery of Goods in the event of non-compliance with the requirements and provisions of the previous paragraphs of this Article, in which case no delivery is deemed to have taken place.

ARTICLE 7. FORCE MAJEURE

- 7.1. Any failure to comply with the Contract, which is not due to the fault of a party and which is also not for the account of the party concerned by virtue of law, legal act or prevailing opinion in social legal practice, shall constitute force majeure.
- 7.2. Force majeure on the part of the Supplier is in any event not deemed to include shortages of personnel, illness of personnel, late delivery or unsuitability of the Goods for whatever reason, shortcomings of a Supplier's supplier or liquidity- or solvency problems. Furthermore, force majeure is not deemed to include any non-compliance with the obligations of a third party or parties engaged by the Supplier.

ARTICLE 8. ACCEPTANCE

- 8.1. Acceptance by MCB of the Goods delivered and/or Services provided by the Supplier shall be provided in writing. MCB will not withhold or unnecessarily delay Acceptance on unreasonable grounds. Payment of an invoice or interim use of the Goods and/or the Services does not constitute Acceptance thereof.
- 8.2. MCB has the right to subject the Goods delivered and/or Services provided by the Supplier to an acceptance test. In that case, the parties will reach agreement in writing on the procedures relating to an acceptance test when concluding the Contract. The acceptance criteria set by MCB will be stated in the Contract. Acceptance tests will be prepared and conducted by MCB. The Supplier will provide cooperation with such tests at MCB's request.
- 8.3. Following correct delivery and, if applicable, installation of the Goods, an acceptance period of thirty (30) days shall commence, during which an acceptance test shall be conducted.
- 8.4. The Supplier shall remedy any defects in the Goods that are revealed during the acceptance period as soon as possible, without charging MCB for any costs.
- 8.5. MCB will not withhold Acceptance in the case of minor defects that do not prevent the intended use of the Goods by MCB, without prejudice to the Supplier's obligation to remedy such defects free of charge.
- 8.6. The Supplier acknowledges and agrees that Acceptance of Goods is without prejudice to MCB's rights under the law, the Purchasing Terms and Conditions and/or the Contract.
- 8.7. Acceptance of the Services shall be deemed to have taken place when MCB has agreed to the Services provided on the basis of the specifications.

ARTICLE 9. TRANSFER OF OWNERSHIP OF GOODS/SOFTWARE

- 9.1. Ownership of the Goods and/or Software shall be transferred to MCB at the time of delivery to MCB at the agreed delivery address, in accordance with the agreed Incoterm. The Supplier guarantees MCB that full and unencumbered ownership of the Goods shall be transferred.
- 9.2. The Supplier shall bear the risk of damage to or loss of the Goods until acceptance has taken place or, if acceptance has not taken place, for a reasonable period after their delivery. If installation or assembly by the Supplier has been agreed, the Supplier shall continue to bear the risk until the installed/ assembled Goods are accepted by MCB in accordance with Article 8 or until the Goods are put to use by or on behalf of MCB.

ARTICLE 10. GUARANTEE

- 10.1. The Supplier guarantees the soundness and reliability of the Goods that it delivers and/or the Services that it provides. This guarantee at least includes the following:
 - a. the Goods are delivered and/or the Services are provided in accordance with the requirements of good professional practice;
 - b. the Goods and/or Services are suitable for the purpose for which the Contract was concluded and possess the properties promised and expected;
 - c. the Goods are new, of good quality and are free of defects as to design, processing, manufacture, construction and dimensions and afford the safety that may be expected;
 - d. the Goods and/or Services comply with the specifications and are free of defects;
 - e. The Supplier shall comply with MCB's Supplier Code of Conduct and all applicable laws and regulations in the execution of the Contract (e.g. all import, export, sanctioning and trade compliance regulations and restrictions, including but not limited to REACH, RoHS and EPR), and the Supplier shall be solely responsible for all claims, damages, losses and losses that may be asserted or suffered as a result of or in relation to failure to comply with applicable laws and regulations. The Supplier agrees to provide MCB with documentation or other information on request in order to demonstrate or establish compliance with applicable laws and regulations. The Supplier will also provide all reasonable cooperation necessary for MCB to comply with its (EU) statutory and/or governmental obligations.
- 10.2. Goods and/or Services are in any event deemed to be defective within the meaning of paragraph 1 of this Article, if defects are discovered therein within six (6) months of

delivery, unless the occurrence of defects is attributable to MCB.

- 10.3. The aforementioned warranty means that any defects discovered within six (6) months of delivery must be fully repaired by the Supplier, without delay and free of charge, at MCB's earliest request, if necessary by replacement of the Goods (or parts thereof), or by re-provision of the relevant Services. Additional costs, such as costs for disassembly, transport and reassembly, will also be borne by the Supplier. This guarantee is without prejudice to all other claims of MCB under the Contract and these Purchasing Terms and Conditions. With regard to defects arising more than six (6) months after delivery, the parties shall agree a mutually acceptable solution.
- 10.4. Following rectification of defects or the provision of (replacement) Services, a new guarantee period shall commence as described in paragraph 3 of this Article and the Supplier guarantees the soundness and reliability of the replaced or repaired Goods or the (replacement) Services provided, as described in paragraph 1 of this Article.

ARTICLE 11. TRAINING AND SUPPORT

- 11.1. If MCB so desires, the Supplier will provide training and support for MCB personnel in order to familiarise them, within reasonable limits, with the use of the Equipment and Software and if necessary, with its further development and its Maintenance. Training and support must be provided by personnel of the Supplier who are competent and suitable to transfer their knowledge to others.
- 11.2. The scope, duration and any costs of training and support shall be agreed in advance in the manner laid down in Article 3 of these Purchasing Terms and Conditions.

ARTICLE 12. SOFTWARE

- 12.1. This Article relates to Software made available to MCB by the Supplier.
- 12.2. The Supplier grants MCB a licence for the Software. The licence to the Software grants MCB and its group companies, as well as third parties using the Software on behalf of MCB, the right to use the Software, without any restriction as to the location of use, equipment, duration or otherwise.
- 12.3. The non-exclusive licence for the Software commences on the date of Acceptance of the Software by MCB, cannot be cancelled by the Supplier and continues indefinitely.
- 12.4. Under no circumstances will the Supplier install security measures or passwords in the Software that (could) prevent the use of the Software. If MCB detects the presence of such security measures, MCB has the right to remove, or to provide for the removal of those security measures at the expense of, and/or by the Supplier.

- 12.5. If the Software fails to function or fails to function as required in connection with equipment and/or software not supplied by it, the Supplier declares itself prepared, in advance, to enter into consultation with MCB and any other party/parties involved in the consultation at the invitation of MCB, in order to trace and remedy the cause of the failure to function or inadequate functioning, in good cooperation. The Supplier shall not charge any costs in this regard.

ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Supplier guarantees that the use, including resale, of the Goods, Services, Software and/or tools it has supplied will not infringe any patent rights, trademark rights, model rights, copyrights or other rights of third parties.
- 13.2. The Supplier shall indemnify MCB against claims arising from any infringement of any rights referred to above in paragraph 1 of this Article and shall compensate MCB for all direct damages resulting from any such infringement. 'Direct damage' refers to damage which is directly and inseparably connected with the act/omission causing the damage.
- 13.3. The Supplier retains any intellectual property rights that it holds to the Goods delivered and/or the Services provided, unless otherwise indicated by the nature or content of the Contract or otherwise, or unless the provisions of paragraph 5 of this Article below apply.
- 13.4. The Supplier has the right to use the information provided by MCB, but only in connection with the execution of the Contract and subject to the provisions of Article 10 of these Purchasing Terms and Conditions. This information is and shall remain the property of MCB.
- 13.5. If Goods and/or Software are developed for the benefit of and in the execution of the Contract, which could involve intellectual property rights to such Goods and/or Software, such rights will become the property of MCB, free of charge, and will be deemed to have been the property of MCB from the outset. If a deed of delivery is required, an irrevocable power of attorney for the transfer is hereby granted by the Supplier to MCB in advance.

ARTICLE 14. SUSPENSION AND TERMINATION

- 14.1. The Supplier does not have the right to suspend its obligations until it has sent a notice of default granting MCB a reasonable period of at least 30 days in which to comply with its obligations.
- 14.2. If the Supplier fails to comply with any or all of its obligations under the Contract or any other agreements arising thereunder, or fails to do so correctly or in a timely manner, as

well as in the event of (an application for) its bankruptcy or a moratorium on payments and in the event of a shutdown, liquidation or takeover or any similar situation regarding the Supplier's business, MCB will have the right, without liability for any compensation, to:

- a. terminate the Contract in whole or in part, without further notice of default or judicial intervention, by issuing written notice thereof to the Supplier; or
 - b. to suspend its payment obligations, without prejudice to any other rights which MCB holds pursuant to the foregoing, including MCB's right to full compensation for damage.
- 14.3. MCB has the right to terminate the Agreement prematurely subject to a notice period of two (2) months, in which case MCB shall only be liable to pay the Supplier the demonstrable, reasonable costs in connection therewith, as approved by MCB in advance, in writing.
- 14.4. Obligations which by their nature are intended to continue even after termination or cancellation of the Contract shall remain in force after the termination of the Contract.

ARTICLE 15. LIABILITY

- 15.1. The Supplier shall be liable for all direct damage arising from or related to fulfilment of its obligations under the Contract.
- 15.2. In the event of a default attributable to MCB in the execution of the Contract, MCB shall only be liable for direct losses, provided that the Supplier has first issued MCB with written notice of default, granting MCB a reasonable period of time in which to still comply with its obligations. MCB shall not be liable for any indirect, consequential or trading loss.
- 15.3. MCB's liability per damaging event is limited to the invoice amount payable by MCB to the Supplier, exclusive of VAT.
- 15.4. The Supplier is liable for and indemnifies MCB against any third-party claim for damages or fines resulting directly or indirectly from (i) an attributable failure of compliance with its obligations to MCB or from (ii) any unlawful acts or omissions on the part of the Supplier. The Supplier is fully responsible for the actions or omissions of its personnel or of third parties deployed in the execution of the Contract, as if these were its own actions or omissions. The Supplier, its personnel or that of third parties deployed in the execution of the Contract must comply with the rules, regulations and codes in force at (and/or on the premises of) MCB. This includes guidelines for IT security, safety, health and the environment. The Supplier is responsible for paying all compensation to its personnel and for arranging, *inter alia*, work-related taxes, social security charges and VAT. The Supplier is liable to MCB for any claims by third parties, including its own personnel and/or third parties that it has engaged, in respect

of inadequate or unpaid compensation, taxes or costs. If necessary, the Supplier must ensure that its personnel and/or named third parties hold professional qualifications, valid work permits, residence permits and any other permits or licences that are required.

- 15.5. The Supplier shall maintain liability insurance of not less than €2,500,000 (two and a half million Euros) per occurrence, including coverage for product liability, property damage and personal injury. Insurance certificates and proofs of payment for premiums due shall be provided to MCB at its earliest request.

ARTICLE 16. TERMINATION OF CONTRACT/EXIT

- 16.1. In the event of the termination of the Contract, for whatever reason, the Parties shall allow a reasonable period of time from the date of termination for the winding up of the Contract (the 'Exit'), in any event including the re-transition of all data belonging to MCB that has been made available to the Supplier under the Contract or otherwise made available to the Supplier.
- 16.2. The Supplier undertakes to provide all reasonable support during the Exit. This obligation in any event includes (but is not limited to):
- a. facilitating the smooth re-transition of the Services to MCB by the termination date of the Contract; or
 - b. ensuring a smooth transition of the Services to the successor supplier by the termination date of the Contract, in a manner that causes as little disruption as possible to MCB's business operations.
- 16.3. If the Supplier engages a third party (the 'Hosting Party') for hosting services, the Supplier undertakes to MCB to impose the following conditions in the contract with that Hosting Party for the provision of the aforementioned hosting services, in the event that the Supplier is deemed to be permanently unable to provide them. The Hosting Party shall:
- a. provide MCB with immediate access to all of MCB's data held by the Hosting Party; and
 - b. contract an agreement directly with MCB for the provision of similar Services to those for which MCB had contracted the Supplier, on similar terms.
- 16.4. As soon as it has complied with all its obligations under this Article, the Supplier shall notify MCB accordingly, in writing.
- 16.5. If the Supplier has engaged a Hosting Party and such Hosting Party ceases to provide the aforementioned hosting services to the Supplier, the Supplier shall be obliged to transfer the hosting services to another Hosting Party at its own expense. This

transition must proceed smoothly, in a manner causing as little disruption as possible to MCB's business operations.

- 16.6. If MCB considers the reasonably necessary and at MCB's request, the Supplier will prepare an exit plan, which will include at least the manner in which the Supplier will comply with its obligations under this Article. In that case, the Supplier will submit a draft of this plan to MCB for approval no more than three months after the conclusion of the Contract.

ARTICLE 17. CONFIDENTIALITY

- 17.1. Without MCB's prior written consent, the Supplier will at no time provide third parties with information concerning the Contract, including (but not limited to) the use of the Contract for publicity purposes.
- 17.2. The Supplier, its personnel and/or the third parties engaged by the Supplier are obliged to maintain strict confidentiality with respect to all information concerning MCB that it may obtain in connection with the Contract or the execution thereof.
- 17.3. This duty of confidentiality also covers all data of clients and/or other relations of MCB, of which the Supplier becomes aware by virtue of its position.
- 17.4. The Supplier shall impose the same confidentiality obligation, in writing, on the employees and/or third parties that it deploys in the execution of the Contract.
- 17.5. If the Supplier violates the provisions of this Article, the Supplier shall be liable, on pain of a non-mitigatable penalty of €10,000 (ten thousand Euros), payable on demand, plus €1,000 (one thousand Euros) for each day that the violation persists or has persisted.

ARTICLE 18. PERSONAL DATA

- 18.1. In fulfilling its obligations under a Contract, the Supplier shall comply with all applicable laws and regulations regarding the protection of personal data, in particular the GDPR. The Supplier shall process personal data relating to MCB only on behalf of and in accordance with MCB's regulations (unless required to do so by law) and only to the extent necessary for the performance of its obligations under a Contract.
- 18.2. The Supplier will only process personal data after it has contracted a processor agreement with MCB in this respect. The Supplier will keep records of the processing activities it carries out on behalf of MCB and, where applicable, under joint processing responsibility. On the instructions of MCB, the Supplier shall implement the measures to assist MCB in complying with the rights of data subjects whose personal data are processed. The Supplier will allow both the Personal Data Authority and MCB to monitor the Supplier's compliance with the privacy

rules. The Supplier will immediately notify MCB in the event of any conflict between MCB's instructions and legislative provisions, so that the parties can find a solution that is not in breach of the law.

- 18.3. The Supplier will engage sub-processors only with MCB's written consent. Without the prior written consent of MCB, the Supplier may not process or provide for the processing of any personal data, either by the Supplier itself or by third parties, in countries outside the European Economic Area (EEA).
- 18.4. The Supplier will destroy or return the personal data to MCB after the end of the statutory retention period or, if the Contract is terminated earlier, on the termination of the Contract.

ARTICLE 19. SECURITY AND DATA LEAKS

- 19.1. In order to guarantee the confidentiality, integrity and availability of the data that the Supplier will process or to which the Supplier has access, the Supplier will demonstrably take appropriate and effective technical and organisational security measures, which, given the current state of the art and the costs involved, are consistent with the nature of the personal data to be processed, to protect the personal data against loss, unauthorised access, or any form of unlawful processing, as well as to guarantee the (timely) availability of the data. The technical and organisational security measures shall at least include:
 - a. measures to ensure that only authorised personnel have access to personal data for the purposes described.
 - b. measures whereby the Supplier grants its employees and sub-processors access to personal data only through named accounts, whereby the use of such accounts is adequately logged and whereby such accounts allow access only to the personal data to which access is necessary for the individual concerned.
 - c. measures to protect personal data against accidental or unlawful destruction, accidental loss or alteration and unauthorised or unlawful storage, processing, access or disclosure.
 - d. measures to identify weaknesses with regard to the processing of personal data in the systems deployed to provide services to MCB.
 - e. measures to ensure the timely availability of personal data.
 - f. measures to ensure that personal data are processed logically separate from personal data that the Supplier processes for itself or on behalf of third parties.
 - g. measures ensuring secure network connections.
 - h. the other measures agreed by the parties in the processor agreement.

- i. The Supplier shall ensure that personnel involved in processing personal data have signed a confidentiality agreement. At MCB's request, the Supplier will provide access to this confidentiality agreement.
- 19.2. The Supplier will actively monitor for data leaks such as breaches of security measures. The Supplier is obliged to notify MCB immediately as soon as a data leak occurs, or has occurred or could occur, at the latest within 24 hours of the discovery of the data leak, both by telephone and by email. The Supplier will provide all relevant information on:
 - a. the nature of the data leak.
 - b. affected and potentially affected personal data and data subjects.
 - c. the observed and likely consequences of the data leak.
 - d. the measures that have been or will be taken to resolve the data leak or to minimise the consequences/damage.
- 19.3. The Supplier shall investigate and remedy the breach and mitigate the negative impact of the privacy breach on data subjects.

ARTICLE 20. TRANSFER OF RIGHTS AND OBLIGATIONS

- 20.1. Without MCB's prior written consent, the Supplier is not permitted to transfer the Contract or the rights and/or obligations arising therefrom to any third party.
- 20.2. MCB is authorised to transfer the Contract and/or any rights and/or any obligations arising therefrom to a group company of MCB (pursuant to Article 2:24b of the Dutch Civil Code). To the extent required, the Supplier grants consent to this in advance, pursuant to Article 6:159 of the Dutch Civil Code.
- 20.3. The relationship between the Parties is that of independent contractors. No part of the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint venture, employment or fiduciary relationship between the Parties, and neither Party shall have the power to contract for or bind the other Party in any way.

ARTICLE 21. APPLICABLE LAW AND DISPUTES

- 21.1. These Purchasing Terms and Conditions, as well as all legal relationships between MCB and the Supplier, are governed solely by Dutch law, to the exclusion of the Vienna Sales Convention.
- 21.2. The competent court of the district of Oost-Brabant has exclusive jurisdiction to hear all disputes that may arise between MCB and the Supplier from or in connection with (the execution of) the Contract as well as in connection with these Purchasing Terms and Conditions.