



General Conditions of Purchase of PostNL N.V. 2020

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A. General stipulations

Artikel 1 Definitions

In these Conditions, the following terms shall have the following meanings:

PostNL

The Dutch companies affiliated with the public limited company PostNL N.V., with its registered office in The Hague, in accordance with the provisions in Section 24a of Book 2 of the Dutch Civil Code.

Contract

Any contract pertaining to the purchase of goods by or on behalf of PostNL and/or the provision of services, under whatever name, to PostNL.

Offer

A document prepared at the request of PostNL and containing an itemised offer concerning an intended Contract.

Supplier

The natural person, partnership, company or legal entity that is the other party in a Contract with or Offer to PostNL.

Party or Parties

PostNL on the one hand and/or the Supplier on the other.

Conditions

The present 2020 General Purchasing Conditions of PostNL N.V.

Artikel 2 Applicability of Conditions

2.1. These Conditions apply to all Contracts and Offers pertaining to the purchase of goods by PostNL, as well as to the provision of services, under whatever name, to PostNL, unless explicitly agreed otherwise in writing by the Parties. The general terms and conditions of the Supplier do not apply, even when specified in the Offer of the Supplier, unless explicitly agreed otherwise in writing. PostNL hereby explicitly rejects the applicability of the general terms and conditions invoked by the Supplier.

2.2. If one or more stipulations of these Conditions are declared null and void or non-binding or are nullified, the remaining stipulations of these Conditions shall remain valid. In that case, the Parties will make an effort to replace the void, nullified or non-binding stipulation with a valid stipulation that expresses the original intent of the Parties as much as possible.

Artikel 3

Offer and formation of Contract

- 3.1. The Offer shall contain at least the name and registered place of business or domicile of the Supplier, a description and full price of the goods to be sold and/or the services to be performed, the period during which the Offer remains valid unchanged, the location, date and time and the potential delivery costs insofar as it concerns the delivery of goods.
- 3.2. Unless agreed otherwise in writing, PostNL does not owe the Supplier costs in connection with the Offers it requests.
- 3.3. The Contract between PostNL and Supplier can be concluded only in the following manners:
 - a) by written acceptance by PostNL of an Offer;
 - b) if no Offer has been issued: by order or instruction from PostNL, on condition that the order or instruction is effected in writing and that PostNL receives a written confirmation from the Supplier within ten (10) days after the date of the order or instruction;
 - c) by verbally expressed acceptance of an Offer or a verbal order or instruction by PostNL. The Supplier can only invoke this acceptance following reception within three (3) days by PostNL of a written confirmation from the Supplier that is not disputed by PostNL.
- 3.4. Unless both Parties have explicitly agreed otherwise in writing, the agreed price for goods includes all costs involved with delivery carriage paid to the delivery address designated by PostNL, as well as other levies or costs payable to third parties.
- 3.5. In this clause, the term 'in writing' shall be taken to mean: a message sent by the competent representatives of the Party concerned by letter, fax, email or the data line agreed between PostNL and the Supplier with which electronic orders can be placed.

Artikel 4

Electronic orders

- 4.1. The Supplier shall render its assistance in the electronic submission of orders by PostNL. If PostNL switches to electronic ordering, PostNL and the Supplier shall consult each other concerning the consequences thereof for the conditions and prices already agreed upon of goods bought and/or services to be performed.
- 4.2. If PostNL and the Supplier cannot reach agreement on the conditions and prices applicable to electronic orders, then PostNL has the right to terminate the Contract already concluded by written notification to the Supplier subject to one (1) month's notice.

Artikel 5

Change in Prices

- 5.1. The Supplier can unilaterally change an agreed price only if that option has been agreed in writing. In that case, the Contract must specify the circumstances that lead to changes and to what extent changes in material prices, exchange rates or other costs, with the exception of taxes on profits, are passed on.
- 5.2. If an option for price change is agreed upon, then this cannot be invoked for orders already placed.
- 5.3. A price change cannot be contrary to rules and/or pricing orders issued by the government.
- 5.4. If PostNL does not want to accept a price change as referred to in this clause, then it has the right to terminate the Contract in writing by the date on which the price change takes effect or by a later date to be determined by PostNL.

Artikel 6

Transfer of rights or obligations

- 6.1. The Supplier cannot transfer all or part of the obligations arising from the Contract to third parties without PostNL's prior written consent. Conditions may be attached to this consent.
- 6.2. Assignment of claims against PostNL is only possible with PostNL's prior written consent. Conditions may be attached to this consent.
- 6.3. PostNL is authorised to transfer the Contract and/or any rights and/or obligations arising therefrom to a group company of PostNL N.V. (in accordance with Section 24b of Book 2 of the Dutch Civil Code). Insofar as required, the Supplier grants its irrevocable consent for this in advance pursuant to Section 159 of Book 6 of the Dutch Civil Code.

Artikel 7

Environment and hazardous substances

- 7.1. Regarding the goods delivered and/or the services performed, the Supplier guarantees that no materials and products have been or are being used that are considered hazardous to people, property or the environment pursuant to national and international laws and regulations.
- 7.2. Regarding transport and packaging of goods delivered, the Supplier guarantees that the applicable national and international laws and regulations and/or prevailing sector agreements have been observed.
- 7.3. At the request of PostNL, the Supplier shall dispose of the packaging materials it has used without charging costs.
- 7.4. Before the initial delivery of goods and/or the initial performance of services, the Supplier shall notify PostNL in writing when materials or products are being used of which the Supplier can be assumed to be aware that these are hazardous to people, property or the environment, possibly in combination with other products or materials. In those cases, PostNL has the right to cancel orders placed, free of charge.
- 7.5. Before the initial delivery of goods and/or the initial performance of services, the Supplier shall notify PostNL in writing if the Supplier has been informed that the use of the goods results in waste or if the goods themselves constitute waste subject to statutory measures regarding their disposal and/or treatment. In those cases, PostNL has the right to cancel orders placed, free of charge.
- 7.6. The Supplier shall adopt a proactive approach and be innovative where possible in improving the environmental performance connected with the goods to be delivered or the services to be performed. When using or delivering goods, it is expressly preferred to avoid and/or reduce atmospheric emissions involved with energy or transport, insofar as applicable.
- 7.7. At the first request of PostNL, the Supplier shall make available to PostNL all relevant information pertaining to the environmental impact of the goods and services.
- 7.8. The Supplier guarantees that the information it provides is complete and accurate.

Artikel 8

Social and ethical responsibility

- 8.1. The Supplier acts in conformity with the prevailing national and international laws and regulations governing the working conditions, well-being, and safety of the employees.
- 8.2. The Supplier embraces its chain responsibility and ensures that products and services, obtained wholly or partially from third parties, are not in violation of the prevailing national and international laws and regulations governing the working conditions, well-being and safety of the employees.
- 8.3. The Supplier shall adopt a proactive approach and be innovative where possible in improving the social and ethical aspects connected with the goods to be delivered or the services to be performed.
- 8.4. At the request of PostNL, the Supplier shall provide information about the results achieved with regard to the working conditions, well-being and safety of the employees and social responsibility, without charging costs.
- 8.5. If requested by PostNL, the Supplier shall ensure that the proof of certification deemed relevant by PostNL (such as ISO, IIP, OHSAS, ISAE 3402, SOC2 etc.) is submitted, without charging costs.
- 8.6. The Supplier guarantees that the information it provides is complete and accurate.

Artikel 9

Inspection

- 9.1. Every time it is requested, the Supplier shall give PostNL the opportunity to inspect the goods (partially) delivered or to be delivered and/or the services (partially) performed on the basis of the specifications agreed between the Parties as well as potential statutory specifications. For that purpose and on request, the Supplier shall make available testing and measuring equipment and provide personnel support, free of charge.
- 9.2. PostNL has the right to have the (partially) delivered goods and/or the (partially) performed services inspected by an independent testing institute. The costs of the testing institute shall be borne by the Supplier if the Institute rejects the goods and/or services.
- 9.3. The right of PostNL to reject the goods and/or services lapses without prejudice to the stipulations of Article 11 if PostNL does not notify the Supplier in writing within thirty (30) days after delivery of the goods and/or performance of the services that the goods and/or services have been rejected.
- 9.4. If the goods and/or services are rejected, PostNL has the right to set a period within which the Supplier must replace the rejected goods and/or perform the rejected services again. If the Supplier cannot deliver the goods and/or perform the services within the set period, it is in default by operation of law and must refund any amount that has already been paid, without requiring further warning, without prejudice to the stipulations of Article 12.
- 9.5. If goods are delivered or services performed in parts, each lot or part shall be inspected individually. The Supplier cannot invoke the approval of a previous lot or part when a lot or part is rejected.
- 9.6. When goods are rejected, their risk and ownership are deemed to have never been transferred to PostNL.
- 9.7. Once rejected goods have been delivered, they will be available to the Supplier between the third and eleventh day after the rejection has been notified. Once that period lapses, PostNL has the right to send back the goods or have them sent back at the expense and risk of the Supplier or to store them at the expense and risk of the Supplier.
- 9.8. PostNL is authorised to publicly sell rejected goods that have been sent back pursuant to the stipulations of Clause 9.7 and that have been rejected by the Supplier or goods that have been stored pursuant to Clause 9.7 and that the Supplier refuses to collect once two (2) months have lapsed since the Supplier was notified of the intended sale. The proceeds of the sale, after deduction of its costs and of what the Supplier owes PostNL, will be made available to the Supplier.

Artikel 10

Prices, invoicing and payment

- 10.1. All the prices charged by the Supplier are stated in euros and exclusive of taxes levied by the government, unless agreed otherwise between the Parties.
- 10.2. Invoices must be sent to the invoicing address stated in the order or instruction and must specify the reference of the order or instruction. The invoiced amount is stated in euros unless agreed otherwise.
- 10.3. Payment shall be effected no more than sixty (60) days after the accounting department of PostNL receives the correct invoice, on the condition that this invoice can be sent only once the goods have been delivered and/or the services have performed. The date on which the amounts owed are debited from the account of PostNL is considered to be the payment date. The Supplier and PostNL have the right to set out a different (longer) term of payment in the Contract.
- 10.4. PostNL has the right to suspend payment to the Supplier if the Supplier fails to fully or partially fulfil any obligation pursuant to the Contract or the present Conditions.
- 10.5. The Supplier has the right to charge PostNL three (3) per cent interest annually if payment is not effected within the term referred to in Clause 10, paragraph 3, and PostNL also fails to pay after a reasonable notice of default period.
- 10.6. If PostNL has a claim on the Supplier, PostNL has the right to set off the amount of the claim against the amount stated on the invoice.
- 10.7. Advances shall be paid only when agreed upon in writing. The Supplier must pay interest on an advance only during the period that it has exceeded the delivery period. The interest percentage owed in that case is three (3) per cent annually. PostNL can attach the condition to the payment of advances that an acceptable bank guarantee must be issued for the amount of the advance. The costs of a bank guarantee are always borne by the Supplier.
- 10.8. Payments are made exclusively by funds transfer and in euros to an account held in the Netherlands by the Supplier, unless agreed otherwise.
- 10.9. In itself, the payment of an invoice does not imply recognition of the indebtedness, nor agreement that the obligations under this Contract have been fulfilled satisfactorily, and it does not imply in any way a restriction of the rights of PostNL.

Artikel 11

Guarantee

- 11.1. The Supplier guarantees the soundness of the goods delivered and services performed as well as the accuracy of the specifications it provides in this matter. It guarantees that the goods delivered and services performed comply with the statutory regulations applicable in the matter and the specifications agreed with PostNL.
- 11.2. The Supplier must replace, repair or otherwise remedy defects in goods delivered if these defects are detected within twenty-four (24) months after delivery of the goods, or within a such a longer period as customary in the Supplier's business, if these defects are not the consequence of normal wear or incompetent use. Defects in goods delivered include defects in respect of materials or manufacturing defects. A similar obligation to remedy defects applies in respect of the performance of services during a period of twenty-four (24) months after these services have been performed.
- 11.3. Remedying defects as referred to in Clause 11.2 must be done as soon as possible, but no more than ten (10) working days after the Supplier has been notified in writing of the defects by or on behalf of PostNL. PostNL has the right to remedy the defects itself or to have them remedied, at the expense of the Supplier, if the Supplier does not adequately remedy the defects within the aforementioned period.
- 11.4. The Supplier guarantees that the goods it delivers and/or services it performs are not wrongful towards third parties.

Artikel 12

Liability, indemnification, and insurance

- 12.1. The Party that fails imputably in fulfilling its obligation or obligations is liable towards the other Party and must compensate that Party for the loss that Party incurred or will incur as a result thereof.
- 12.2. If the Supplier delivers goods or uses goods in performing services, it shall indemnify PostNL against claims of third parties with respect to 'defective products' within the meaning of the provisions in the Dutch Civil Code governing product liability.
- 12.3. The Supplier indemnifies PostNL against all claims of third parties with respect to a possible violation of the rights of those third parties, including intellectual property rights.
- 12.4. From the conclusion of the Contract, the Supplier shall be adequately insured for the fulfilment of the Contract and will remain adequately insured during the fulfilment of the Contract.

Artikel 13

Force majeure

- 13.1. In the event of force majeure on the part of the Supplier, PostNL has the option either to suspend the fulfilment of its obligations for the duration of the force majeure or to dissolve the Contract, wholly or in part, with immediate effect and without judicial intervention, through a written statement, without being liable to pay damages.
- 13.2. In this case, force majeure does not include the circumstance in which the Supplier is unable to fulfil its obligations because a third party is not fulfilling its obligations towards the Supplier or is not doing so in time.
- 13.3. If the Supplier invokes force majeure, it must immediately inform PostNL in writing, but no more than three (3) working days after that situation of force majeure has arisen, under penalty of cancellation of that invocation.

Artikel 14

Termination and dissolution

- 14.1. PostNL always has the right to terminate the Contract prematurely, without being liable to pay damages. In doing so, PostNL must observe the notice period stipulated in the Contract. If the Contract does not stipulate a notice period, PostNL shall observe a notice period of one (1) month.
- 14.2. Without prejudice to its other statutory and contractual rights, PostNL has the right to dissolve the Contract, wholly or in part, with immediate effect, without judicial intervention and without prior notice of default, through a written statement, and without being liable to pay damages, if:
 - a) the Supplier has been declared bankrupt or has been granted suspension of payment;
 - b) the Supplier has decided to wind up and/or dissolve the legal entity or business;
 - c) any form of benefit has been promised, offered or provided to employees of PostNL by or on behalf of the Supplier, its representative or its personnel;
 - d) a third party directly or indirectly acquires control over the Supplier's business or largely acquires all assets of the Supplier's business. In case of such acquisition, the Supplier shall immediately inform PostNL thereof in writing; or
 - e) the Supplier ceases its business operations or a relevant part thereof.
- 14.3. If one of the Parties continues to default in the performance of its obligations arising from a Contract after having been declared in default by registered letter, the other Party has the right to dissolve the Contract without judicial intervention. The Party whose breach of contract has given rise to the ground for dissolution is obliged to indemnify the other Party for the loss suffered.
- 14.4. PostNL is also authorised to partially dissolve the Contract at its own discretion to the extent that the breach concerns only a part of the goods delivered and/or services performed. Proportional consideration remains owed after partial dissolution.
- 14.5. PostNL can wholly or partially assign the further fulfilment of the Contract to another party at the expense of the Supplier without prior notice of default or prior judicial intervention, if PostNL has the right to dissolve the Contract wholly or in part, regardless of the reasons.

Artikel 15

Intellectual property rights

- 15.1. All intellectual property rights arising within the context of a Contract, including but not limited to copyrights, design rights, trademark rights, patent rights and database rights, all this in the broadest sense of the word, are held by PostNL.
- 15.2. Pursuant to the Contract, the Supplier assigns the rights referred to in Clause 15.1 to PostNL. By signing the Contract, PostNL states that it will immediately accept this transfer of rights should this situation arise. Upon first request, the Supplier shall immediately and unconditionally render its cooperation to PostNL in the assignment of such rights insofar as such transfer requires an additional deed. A fee for the transfer of the rights referred to in Clause 15.1 is considered to be included in the fee payable pursuant to the Contract.
- 15.3. Insofar as copyright-protected works arise in the context of a contract, Clause 15.1 will remain in full force for potential future rights to disclosure and reproduction that do not exist at the time the Contract is concluded.
- 15.4. The Supplier is obliged to inform PostNL without delay in writing about the origination of the rights referred to in Clause 15.1.
- 15.5. The Supplier waives the right to oppose disclosure of the works without mention of the name or other notice(s) of the maker(s) or to oppose changes to or the naming of the works subject to copyright, within the limits of Section 25 of the Dutch Copyright Act 1912 (Auteurswet 1912).
- 15.6. Costs attached to establishing certain intellectual property rights, if any, are borne by PostNL. The Supplier hereby irrevocably authorises PostNL to enter the intellectual property rights, and/or the transfer of those rights to PostNL, in the relevant registers.
- 15.7. If computer software is being delivered, the Supplier undertakes not to disclose the computer software and the results of related preparations in any form to third parties, unless PostNL has granted authorisation for that in writing. PostNL has the right to attach conditions to this authorisation.
- 15.8. Clauses 15.1 to 15.7 inclusive remain fully applicable to third parties involved by the Supplier. For that purpose, the Supplier will include explicit stipulations in its contracts with those third parties, so that Clauses 15.1 to 15.7 inclusive are also fulfilled by those third parties.
- 15.9. If a disagreement exists between the Parties regarding the intellectual property rights, arisen within the context of the Contract, then it is assumed that those rights are vested in PostNL, unless evidence to the contrary is provided by the Supplier.
- 15.10. Insofar as a Contract pertains to intellectual property rights that did not arise within the context of a Contract, the Supplier hereby grants an unlimited, irrevocable, assignable, perpetual, sublicensable and worldwide right of use to PostNL in respect of such intellectual property rights. The right of use also applies for companies affiliated with PostNL and third parties involved by PostNL that make use of the intellectual property rights in question for the benefit of PostNL.
- 15.11. The Supplier guarantees that the intellectual property rights as referred to in Clauses 15.1 and 15.10 do not infringe the intellectual property rights of third parties, that no restricted right, attachment or retention of title of the Supplier or third parties encumbers the intellectual property rights as referred to in Clause 15.1 and that the intellectual property rights are free of any other restriction and not encumbered otherwise (including but not limited to the rights of use of third parties).

Artikel 16

Confidentiality/insider trading prohibition

- 16.1. The Supplier shall never give publicity to the Contract with PostNL or to its existence or contents without the written authorisation of PostNL.
- 16.2. Regarding the information provided by PostNL to the Supplier that can reasonably be considered to be confidential, the Supplier undertakes:
 - a) to treat this information as confidential;
 - b) to take all reasonable measures for the security and safe storage of the information;
 - c) to disseminate the information obtained exclusively within the organisation of the Supplier insofar as necessary to perform the services;
 - d) to keep the information in its possession no longer than reasonably necessary to carry out the instruction and to make these data, including all copies made, available to PostNL again immediately following termination or full fulfilment of the Contract or, after having received authorisation, to destroy these data, in which case proof of destruction must be handed over to PostNL;
 - e) to keep this information confidential towards third parties and to impose the same confidentiality on its employees.
- 16.3. The restrictions imposed with respect to the information referred to in Clause 16.1 do not apply if:
 - a) the information referred to is already or becomes fully available in the public sphere in a manner other than through violating this confidentiality clause;
 - b) PostNL has explicitly confirmed that the information referred to is not subject to this confidentiality clause;
 - c) the information referred to has been made public due to a statutory obligation pursuant to the law or a regulatory body.
- 16.4. The Supplier shall not trade PostNL shares or make a recommendation to third parties to trade in these shares, if the Supplier possesses price-sensitive information pertaining to PostNL. The Supplier guarantees that its employees and/or third parties involved by it are familiar with this stipulation concerning insider trading and that they will comply with this stipulation.
- 16.5. For each breach/violation by the Supplier, its employees and/or third parties involved by it of the obligations in this clause, PostNL has the right to collect an immediately payable penalty of 10,000 euros per breach/violation, without prejudice to the other statutory rights of PostNL. In derogation of Sections 92 and 93 of Book 6 of the Dutch Civil Code:
 - a) PostNL can demand performance of this penalty clause as well as of the obligation to which the penalty clause is attached;
 - b) the Supplier is obliged to indemnify PostNL for any losses exceeding the amount of the penalty;
 - c) PostNL can also claim the penalty if the breach/violation cannot be attributed to the Supplier; and
 - d) the amount of the penalty becomes immediately payable by the Supplier after PostNL has notified the Supplier of the concerned breach/violation of this clause without further warning or other prior statement being required.
- 16.6. The obligations included in this clause are without prejudice to the obligations of the Supplier arising from the Dutch Financial Supervision Act (Wet op het Financieel Toezicht).

Artikel 17

Personal data processing

- 17.1. When fulfilling its obligations pursuant to a contract, the Supplier will comply with all prevailing laws and regulations with respect to the protection of personal data pertaining to PostNL, such as those of employees, customers, contact persons and business relationships, for example.
- 17.2. At the first request of PostNL, the Supplier shall immediately and unconditionally render its cooperation in the conclusion of a separate processing agreement between the Parties in which the model processing agreement of PostNL takes precedence, if the Supplier processes personal data in the name of or on behalf of PostNL in fulfilling its obligations pursuant to a Contract. The present clause counts as a processing agreement if no separate processing agreement has been agreed between the Parties. In this context, the Supplier shall:
- a) only process personal data for PostNL and not use or otherwise process the personal data for other purposes, including but not limited to its own purposes;
 - b) act only on the written instructions of PostNL;
 - c) take and maintain suitable technical and organisational measures to protect personal data from destruction, loss, alteration, unauthorised issuance, unauthorised access, unauthorised use or any other form of wrongful processing ('Data Leak');
 - d) always inform PostNL in writing without unreasonable delay, and within twenty-four (24) hours at the latest after discovery, in the event of a confirmed or suspected Data Leak and take all necessary measures to remedy the Data Leak and its consequences as quickly as possible;
 - e) in the event of a Data Leak, immediately and unconditionally render all cooperation and provide information to PostNL required in connection with (i) the investigation into and remedy of the Data Leak and its consequences and (ii) the required reports of the Data Leak to regulatory bodies and/or data subjects;
 - f) not pass on personal data outside the European Economic Area (EEA) without prior written authorisation from PostNL and always act in accordance with the statutory requirements governing international data transfers arising from the laws and regulations pertaining to the protection of personal data and all additional conditions attached by PostNL to the transfer;
 - g) guarantee that personal data are only accessible to and processed by employees who require access to the personal data in order to achieve the objectives and to fulfil the obligations pursuant to a Contract and to impose on them strict confidentiality in that respect;
 - h) always inform PostNL in writing of any complaint, notice or request pertaining to the processing of personal data pursuant to a Contract as well as render all cooperation to PostNL in handling such a complaint, notice or request;
 - i) not involve processors or subprocessors without PostNL's prior written authorisation and shall in any case always impose the same contractual obligations on all involved processors and subprocessors as those that apply to the Supplier pursuant to this clause, as well as all additional conditions imposed by PostNL on involving processors and subprocessors;
 - j) immediately and unconditionally render all cooperation to PostNL, including the provision of information and making it possible to carry out audits or to have them carried out, to enable PostNL to (i) meet its obligations pursuant to the laws and regulations governing the protection of personal data and (ii) verify the fulfilment of the obligations in this clause; and
 - k) immediately after the termination of each Contract, at the option of PostNL, irrevocably erase the personal data or return them to PostNL while destroying all existing copies, unless the personal data must be stored pursuant to a statutory obligation (in which case the Supplier will immediately inform PostNL thereof in writing).
- 17.3. The fee for the Supplier in respect of its activities pursuant to this Clause is deemed to be included in the fees as set out in the Contract, unless explicitly agreed otherwise.

Artikel 18

Business Principles

The Supplier is familiar with the PostNL Business Principles applied by PostNL. The Supplier agrees with these principles and complies with their stipulations. If PostNL discovers that the Supplier does not comply with the PostNL Business Principles, then PostNL has the right (i) to recover any loss

it potentially incurs or will incur as a consequence thereof from the Supplier and (ii) to wholly or partially dissolve the Contract with immediate effect, without judicial intervention and without prior notice of default, through a written statement, and without being liable to pay damages.

Artikel 19

Deviation from these Conditions

- 19.1. The Parties can deviate from the stipulations in these Conditions exclusively by means of a written agreement, which must be signed by the competent representatives of the Parties.
- 19.2. PostNL has the right to change or add to these Conditions. Changes and additions will take effect thirty (30) days after their announcement or after a date designated by means of a written notification or a notification on the web page of PostNL.

- 19.3. If the Supplier does not wish to accept a change in the Conditions as referred to in Clause 19.2, the Supplier has the right to give notice to terminate the Contract in writing by the date on which the change takes effect. PostNL must receive the notice of termination before the date on which the change takes effect.

Artikel 20

Market conformity

- 20.1. PostNL has the right to have an independent expert hired by PostNL ('Benchmarker') perform a study ('Expert Opinion') each quarter for the purpose of progress reports ('Supplier Dashboard'). The Supplier Dashboard enables the Parties to monitor how the agreed fees relate to those in the market during the service.
- 20.2. If PostNL has doubts about the market conformity of the fees charged by the Supplier, then PostNL has the right to have the fees evaluated for the purpose of verifying whether the fees are competitive with those customary in the market for these services at the moment that these services are performed by the Supplier ('Benchmark').
- 20.3. The costs of the Benchmark will be borne by PostNL. PostNL is not obliged to allow the Supplier to inspect the results of the Benchmark.
- 20.4. Both Parties render their cooperation to reasonable data collection or other requests of the Benchmarker pertaining to the supply of information or data necessary for the Benchmarker to be able to carry out the Benchmark or Expert Opinion for the Supplier Dashboard.
- 20.5. The Benchmarker shall carry out a comparison on the basis of generally accepted benchmarking processes and in accordance with the agreed Benchmark method. The Benchmarker compares services performed under the instruction with those performed in comparable scope, nature, conditions, period, type and volume in fundamentally similar circumstances for a group of comparable customers of the top twenty-five (25) per cent of the reference group in the same economic climate.
- 20.6. If the Benchmarking Report indicates that the costs charged by the Supplier are higher than the compared costs of the group of comparable customers of the top twenty-five (25) per cent of the reference group, then the Supplier shall submit a proposal within thirty (30) working days for changing the fees in order to comply with the conclusions of the Benchmarking Report. Each change in the fees shall take effect thirty (30) days after the date on which the Supplier receives the proposal accepted by PostNL. The price changes do not have retroactive effect and apply only to the services concerned.
- 20.7. If the Parties cannot agree on an adjustment that is acceptable to both of them of the concerned fees within a reasonable period, then PostNL has the right to dissolve the Contract, wholly or in part, with immediate effect, without judicial intervention and without prior notice of default, through a written statement, and without being liable to pay damages.

Artikel 21

Competent court and applicable law

- 21.1. A Contract, an Offer and the present Conditions are governed by the law of the Netherlands, with the exclusion of the principles of international private law. The United Nations Convention on Contracts for the International Sale of Goods, (1980) shall not apply.
- 21.2. Any dispute concerning the contents or interpretation of these Conditions, as well as the formation, the contents or fulfilment of a Contract to which these Conditions apply, shall be submitted exclusively to the competent court in The Hague.

B. Specific stipulations pertaining to the delivery of goods

In case of delivery of goods of any nature, the stipulations included in this part B shall be applicable in addition to the general stipulations included in part A and, insofar as

applicable, the stipulations included in the other parts of these Conditions.

Artikel 22 Delivery of Goods

- 22.1. Delivery shall be deemed to have taken place when the Supplier hands over the ordered goods on the agreed date, properly packed, in accordance with the agreed specifications, at the location agreed when the Contract was concluded or as agreed at some later time, and an authorised signatory of PostNL has signed the appropriate transport document for receipt of the goods with their name and signature.
- 22.2. The reference of the instruction must be mentioned on the packaging. Furthermore, each shipment must be accompanied by the prescribed transport documents and a packing list stating: name and order, date of dispatch, the quantity, marks and numbers of the packages, the packing method, quantities shipped and a description of the goods.
- 22.3. Delivery may only take place at a location or date other than as agreed with the prior written consent of PostNL.
- 22.4. If the Supplier fails to make delivery by the agreed delivery time or within the agreed delivery period, it shall be in default, except in the event of force majeure. In that case, PostNL is entitled to a penalty of half a per cent (0.5%) of the agreed price per working day exceeding the delivery period, with a maximum of twenty-five (25) per cent of the agreed price, without judicial intervention, and without prejudice to its right to demand performance and full damages and without prejudice to its other statutory rights. If delivery is made in parts, the penalty shall be calculated on the basis of the price owed for the parts in question,
- except where late delivery of the supplied goods renders them unsuitable for their purpose, in which case the penalty shall be calculated on the basis of the full purchase price. In derogation of sections 92 and 93 of Book 6 of the Dutch Civil Code:
- a) PostNL can demand performance of this penalty clause as well as of the obligation to which the penalty clause is attached;
 - b) the Supplier is obliged to indemnify PostNL for any losses exceeding the amount of the penalty;
 - c) PostNL can also claim the penalty if the breach/violation cannot be attributed to the Supplier; and
 - d) the amount of the penalty becomes immediately payable by the Supplier after PostNL has notified the Supplier of the concerned breach/violation of this clause without further warning or other prior statement as required to claim indemnification pursuant to the law.
- 22.5. As soon as the Supplier is aware or expects that the delivery cannot take place on the agreed date and time, it shall immediately notify PostNL of this in writing, stating the cause of the delay, the measures it has taken or shall take and the expected duration of the delay. PostNL shall inform the Supplier as to whether the delivery date and time can be postponed or whether the agreed period can be extended. In the event of extension, the Parties shall agree a new delivery date or period. If an extension is impossible, PostNL has the right to dissolve the Contract in accordance with the stipulations of Clause 14.

Artikel 23

Transfer of ownership and risk of goods

- 23.1. The risk of damage or loss of the goods will be borne by the Supplier until delivery of the goods has taken place at the agreed location.
- 23.2. Insofar as this has not happened already, the ownership of the goods is transferred at the moment of delivery at the latest, without prejudice to the right of PostNL to reject the goods in accordance with Article 9.
- 23.3. If any statutory or contractual provision provides for transfer of ownership prior to delivery, PostNL shall be entitled to demand a statement of transfer of ownership from the Supplier in order to secure its title in the goods. The supplier is obliged to keep goods for which ownership has already been transferred to PostNL distinct from other goods of a similar type. Except where agreed otherwise, Clause 23.1 shall remain unaffected by any transfer of ownership prior to delivery.
- 23.4. All goods and documents provided by PostNL to the Supplier in the fulfilment of the Contract remain the property of PostNL. The Supplier shall return such goods or documents to PostNL immediately upon fulfilment or termination of the Contract, or at an earlier time if this can reasonably be expected of the Supplier.
- 23.5. All goods developed and/or manufactured by the Supplier in the fulfilment of the Contract, including but not limited to drawings, sketches, moulds, templates, prototypes, computer programs in source code, object code and/or hard copy, the corresponding documentation and other resources, shall become the property of PostNL upon their manufacture.

C. Specific stipulations in respect of the work/ services to be performed

In case of work and/or services to be performed at PostNL by persons employed by or working for the Supplier, the stipulations included in this part C shall be applicable in

addition to the general stipulations included in part A and, insofar as applicable, the stipulations included in the other parts of these Conditions.

Artikel 24 Definitions

Expert

A person employed by or working for the Supplier who performs work and/or services at or on behalf of PostNL.

Replacement

A person who temporarily or permanently replaces an Expert and meets the above definition of an Expert.

Artikel 25 Performance of work/services

- 25.1. The work/services shall be provided in accordance with the requirements set out in the instruction and the requirements of good workmanship, without any additional costs whatsoever, at the agreed location, on the agreed date and time, in the agreed quantity, according to the agreed quality and for the agreed price. The Supplier guarantees that the Experts it deploys possess the required qualifications, training, expertise and experience to perform the work/services in the proper and agreed manner.
- 25.2. If the work/services must be performed at the PostNL location, this shall occur on working days during the normal office hours of PostNL, except where explicitly agreed otherwise.
- 25.3. If PostNL so requires, the Supplier shall provide a written statement of the personal details (and any changes therein) and qualifications relevant to the performance of the work/services of the Expert(s) and/or Replacement(s) that perform(s) or will perform the work/services.
- 25.4. If the Supplier uses resources or support staff of PostNL in the performance of services, PostNL shall have the right to charge a fee to the Supplier for this purpose.
- 25.5. Clause 22.4 shall apply by analogy to the performance of requested work/services.

Artikel 26 Subcontracting to third parties

The Supplier shall itself perform the work/services stipulated in the instruction or have the work/services performed by persons employed by it and approved by PostNL. The Supplier may only have the work/services performed by third parties with the prior written consent of PostNL (which

consent may be subject to conditions). The Supplier shall in such circumstances remain fully responsible for the work/ services commissioned to it and shall impose in writing these Conditions and the other conditions agreed between the Parties on any third party it involves.

Artikel 27

Availability and qualifications of the Expert and their Replacement

- 27.1. The Supplier shall make available to PostNL the Expert named in the Contract (or their Replacement) for the period of time stated therein. The Expert (or their Replacement) shall perform the work/services for the number of hours per week stated in the Contract.
- 27.2. Departures from the stipulations in Clause 27.1 (including but not limited to overtime and/or on-call duty) shall not be permitted without the prior written consent of PostNL. PostNL shall determine workable days and working times within the contractual period after consulting with the Expert involved (or their Replacement).
- 27.3. The Parties may agree a familiarisation period at the Supplier's expense for each individual Contract if the Expert (or their Replacement) in question has not previously performed work/services for the PostNL entity in question. PostNL and the Supplier shall agree any familiarisation period separately and define it in the Contract.
- 27.4. The Supplier shall ensure that the Expert (or their Replacement) observes the working instructions and/or directions given by PostNL or on its behalf.
- 27.5. Under no circumstances whatsoever shall the Supplier, the Expert and/or their Replacement be authorised to act as PostNL's representative or agent.
- 27.6. The Supplier may replace an Expert subject to the prior written consent of PostNL. PostNL shall not refuse its consent on unreasonable grounds. However, PostNL shall have the right to refuse a Replacement proposed by the Supplier without being under obligation to have the Expert in question replaced by the same Supplier.
- 27.7. The Supplier shall pay the costs of a familiarisation period for a Replacement. The duration of the familiarisation period shall be agreed in advance. If possible, the Expert to be replaced shall work alongside the Replacement during the familiarisation period to familiarise them with the work.
- 27.8. The Supplier shall immediately inform PostNL if the Expert or their Replacement is sick, unfit for work, dismissed and/or absent. PostNL and the Supplier shall then consult with each other to determine whether a Replacement needs to be appointed and how and when this potential Replacement will continue the work/services.

Artikel 28

Hours worked by the Expert(s) and Replacement(s)

When determining the number of hours worked by the Expert(s) (or their Replacement) to perform the work/services, the Supplier shall at PostNL's discretion use an

hourly time sheet, wage slip or other means of verification and, at the request of PostNL, shall allow PostNL to inspect such documents in a manner indicated by PostNL.

Artikel 29

Rates and fees

- 29.1. Except where agreed otherwise in the Contract, the rates stated in the Contract shall apply for the entire term thereof.
- 29.2. Only surcharges stipulated in the Contract shall apply in addition to the rate to work/services performed outside office hours, overtime and on-call duty.
- 29.3. Except where agreed otherwise in the Contract, travelling and accommodation expenses shall be included in the rate and neither travelling and accommodation expenses nor travelling time may be charged separately. Travelling and accommodation expenses and travelling time may be charged at agreed fixed rates only for an authorised journey undertaken on PostNL's instructions with a point of departure and destination that differ from the agreed place of work.
- 29.4. Unless agreed otherwise in the Contract, all other costs, such as office, secretarial, administrative and other additional costs, are included in the rate and may not be claimed separately.

Artikel 30

Taxes and social security contributions

- 30.1. The Supplier is and shall remain responsible and liable for fulfilling all tax and social security obligations resting upon it or any third-party persons/third-party legal entities it involves under a Contract. The Supplier shall indemnify PostNL against all claims regarding these matters.
- 30.2. At the request of PostNL, the Supplier employing personnel involved in connection with the fulfilment of a Contract shall present a Vicarious Tax Liability and Recipients' Liability Payment History Report ('Payment History Report') recently issued by the Dutch Tax and Customs Administration, which proves that the Supplier has fully paid turnover taxes, wage taxes, social security contributions and/or employee insurance premiums for Experts and Replacements involved in connection with the fulfilment of a Contract and has done so on time. At the request of PostNL, the Payment History Report can also extend to third-party persons or legal entities involved by the Supplier in connection with the fulfilment of a Contract. If the Supplier fails to do so within thirty (30) days after the request to present such a report, PostNL is authorised to suspend all payments to the Supplier pursuant to any Contract and has the right to dissolve the Contract wholly or in part, with immediate effect, without judicial intervention and without prior notice of default, by means of a written statement, without being liable to pay damages.
- 30.3. PostNL can stipulate that the Payment History Report must be submitted in the form of an audit opinion, with the auditor designated in consultation with PostNL, without prejudice to the stipulations in Clause 30.2. The costs of the audit opinion are borne by the Supplier.
- 30.4. At PostNL's request, the Supplier must accompany invoices with an hourly time sheet showing which persons have been deployed where, on which days and for how many hours per day for the work/services. The personal details must include the name and date of birth. The Supplier shall also declare that the persons named were employed by the Supplier or its subcontractors during the period in which the work/services were performed and were included in the payroll during each payment period.
- 30.5. PostNL has the right to dissolve the Contract, wholly or in part, with immediate effect, without judicial intervention and without prior notice of default, through a written statement, and without being liable to pay damages, if the Supplier fails to pay or deduct wage taxes, turnover taxes, social security contributions or employee insurance premiums or fails to do so on time.
- 30.6. Without prejudice to the stipulations of the previous paragraphs, PostNL shall at all times be entitled to request the Supplier to open a guarantee account (G account) or the equivalent thereof under the law prevailing at the time to allow PostNL to deduct the contributions, premiums and taxes, as referred to in the previous paragraphs, over the agreed rates and fees and transfer these amounts to the G account for payment to the Dutch Tax and Customs Administration.
- 30.7. If the Supplier uses third parties in the fulfilment of Contracts concluded under these Conditions in accordance with the stipulations of Article 26, the Supplier shall impose on such third parties the same obligations as those contained in this Article 30.

Artikel 31

Company security

- 31.1. If the work/services are performed to any extent in a building of PostNL, the Supplier shall observe PostNL's access control rules that are known to it or with which it may reasonably be expected to be familiar. The Supplier shall take such measures as may be necessary to ensure that the Experts, Replacements and/or other third parties working for it observe these rules as well.
- 31.2. The Supplier shall take sufficient measures to ensure that the Experts, Replacements and/or other third parties working for it always observe PostNL's written rules made known to it with a view to maximising the security of its organisation.
- 31.3. In the event of theft, embezzlement, fraud, bullying, aggression, vandalism, discrimination, sexual harassment, drug or alcohol abuse or other culpable conduct on the part of the Expert, their Replacement and/or other third parties working for it, the employment shall be terminated with immediate effect and any future working relations with PostNL ruled out.
- 31.4. If the working relations are terminated due to the conduct referred to in Clause 31.3 or any other reason imputable to the persons involved, PostNL may decide to enter the details of the Expert, Replacements and/or the other third parties working for it in the NOR (Negative Termination of Employment Registration) Information System of PostNL. If requested, the following information must immediately be made available to an authorised company investigator of the Audit & Security department or to a duly authorised PostNL employee: surname, surname prefixes and initials, date and place of birth and the current address.

Artikel 32

Reliability of Experts and Replacements

- 32.1. At the request of PostNL, the Supplier must where appropriate offer full assistance with the pre-employment screening/examination of antecedents of Experts, their Replacements and third Parties as referred to in Article 25 to be deployed at PostNL.
- 32.2. The Supplier guarantees that all Experts, Replacements and/or other third parties working for it in the performance of a Contract are reliable in every respect.
- 32.3. At the request of PostNL, the Supplier shall provide relevant personal data of an Expert, Replacement and/or other third party working for it in the performance of a Contract.
- 32.4. The Supplier guarantees that the Expert, Replacements and/or the other third parties working for it are in possession of a Certificate of Good Conduct issued by their municipality with regard to the performance of the work/services, unless PostNL deems this unnecessary. The costs incurred in this respect shall be borne by the Supplier. If no such certificate can be produced, the Expert, Replacement and/or other third party working for it shall not be permitted to perform work/services for PostNL.

Artikel 33

Other conditions relating to Experts and Replacements

- 33.1. At the request of PostNL, the Supplier shall ensure that the Expert, their Replacement and/or another third party working for it will not be deployed at competitors of PostNL for a maximum period of one (1) year after termination of a Contract.
- 33.2. During the term of a Contract and for a period of one (1) year after termination of the Contract, the Supplier shall refrain from employing any employees of PostNL involved in the fulfilment of said Contract without the prior written consent of PostNL.

Artikel 34

Foreign Nationals (Employment) Act

- 34.1. The Supplier guarantees to PostNL that it will observe the obligations arising from the Foreign Nationals (Employment) Act (Wet Arbeid Vreemdelingen, WAV) and the applicable ministerial and other regulations and decrees based upon it. This means, among other things, that the Supplier will only deploy its own employees and/or those of third parties who are permitted to perform the work in question for PostNL in the Netherlands. If a residence and/or work permit and/or a combined residence and work permit is necessary for this purpose, the Supplier is responsible for the verification of the required documents prior to the commencement of the work to be performed and shall guarantee the validity of this permit or these permits for the duration of the work. If the permit or permits are about to expire or prove to be invalid, the Supplier shall notify PostNL of this as soon as possible and/or proactively. If a person deployed by the Supplier at PostNL qualifies as a foreign national within the meaning of the WAV, the Supplier shall provide PostNL with a copy of the valid identity card of this person to be deployed by it at PostNL, as well as a copy of a valid residence and/or work permit and/or combined residence and work permit issued to this person, prior to the commencement of the work to be performed.
- 34.2. In the event that the breach of/non-compliance of the Supplier with the stipulations stated above in Clause 34.1 leads to one or more penalties being imposed upon PostNL by the Dutch Ministry of Social Affairs and Employment, the Supplier shall fully reimburse this penalty or these penalties to PostNL at PostNL's first request. An amount equivalent to that of the imposed penalty or penalties can also be directly deducted by PostNL from the outstanding payments to the Supplier.
- 34.3. The Parties recognise that, under the provisions of the WAV, PostNL may be called to account by the competent authorities, whereas it is not always possible for it to ascertain whether employees of the Supplier and/or third parties deployed by it comply with the WAV and the applicable ministerial and other regulations and decrees based upon it. A breach by the Supplier of the stipulations of this Clause will lead to default in its fulfilment of its obligations. All loss or damage arising from this, including but not limited to legal and other expenses, interest and/or one or more penalties imposed on PostNL (in addition to the penalty or penalties referred to in Clause 34.2), will be fully reimbursed to PostNL by the Supplier. An amount equivalent to this loss or damage can also be directly deducted by PostNL from the outstanding payments to the Supplier.
- 34.4. If a government agency carries out an inspection or investigation at the Supplier concerning PostNL in relation to the obligations under Clauses 34.1 and 34.2 and/or under the WAV, the Supplier will notify PostNL of this immediately and also provide PostNL (as far as possible) with all the necessary information that can be of importance to PostNL to make an estimate of whether a breach has been or will be ascertained. The Supplier indemnifies PostNL against claims of third parties in respect of wages pursuant to Section 23 of the WAV and Sections 616a and 616b of Book 7 of the Dutch Civil Code.
- 34.5. PostNL has the right to dissolve the Contract, wholly or in part, with immediate effect, without judicial intervention and without prior notice of default, through a written statement, and without being liable to pay damages, if the Supplier has not or has not fully complied with one or more of the obligations under Clauses 34.1 to 34.4 inclusive.

Artikel 35

Wage and information obligations and perpetual clause

- 35.1. The Supplier must comply with the following information and other obligations in respect of the Expert(s) and/or their Replacement employed by the Supplier:
- a) The Supplier shall adhere to the applicable legislation and regulations in the field of employment conditions and to the Collective Bargaining Agreement that is applicable to it and its employees.
 - b) The Supplier shall establish all agreements in respect of employment conditions in a transparent and accessible manner.
 - c) The Supplier shall grant access to these agreements in respect of employment conditions to the competent authorities on request and without delay and shall cooperate with inspections, audits or wage validation.
 - d) The Supplier shall grant access to these agreements in respect of employment conditions to PostNL on request and without delay if PostNL considers this necessary in connection with an action to recover back wages for work carried out or the avoidance of such an action.
- 35.2. The Supplier undertakes to impose the information and other obligations as stated in Clause 35.1 in full and in writing on all parties with which it enters into contracts and also to stipulate that these parties must subsequently impose these obligations in full upon all parties with which they in turn enter into contracts.
- 35.3. The Supplier will immediately inform PostNL of any action to recover back wages brought by or on behalf of an employee who performs or has performed work for PostNL. The Supplier guarantees that it shall resolve abuses or signs thereof within a reasonable period and indemnifies PostNL against all claims of third parties pertaining to claims within the context of the Dutch Labour Market Fraud (Bogus Schemes) Act (Wet Aanpak Schijnconstructies, WAS). PostNL will recover all losses it incurred as a consequence of claims within the context of the WAS from the Supplier, possibly through set-off.

D. Specific stipulations in respect of IT services/work to be performed

In case of work and/or services to be performed by the Supplier in the sphere of IT, the stipulations included in this part D shall be applicable in addition to the general

stipulations included in part A and, insofar as applicable, the stipulations included in the other parts of these Conditions.

Artikel 36 Definitions

Acceptance

The written approval of PostNL of all or parts of the (Online) Services, Software and/or Equipment delivered to PostNL by the Supplier.

Equipment

Computer equipment, hardware or other IT matters delivered to PostNL by the Supplier in the context of a Contract, including possible corresponding system software, Documentation, accessories, and other related matters.

Data

The personal and other data and information made available by PostNL to the Supplier within the context of a Contract and/or administered by the Supplier on behalf of PostNL.

Service

IT service, function and/or any other activity in the sphere of IT provided by the Supplier pursuant to a Contract, which can be further developed during the term of the Contract and which can occasionally be supplemented, improved and replaced.

Documentation

Manuals, documentation, specifications and other information that describe the (Online) Services, Software and/or Equipment and their properties and that might be necessary for the implementation, installation, use, administration, Maintenance and/or Support thereof, and that enable users to use the (Online) Services, Software and/or Equipment efficiently and effectively in accordance with the intended purpose, specifications and undertakings of the Supplier.

Escrow

The deposit of a source code, application data and/or other technical data pertaining to Software, Data and/or (Online) Services, or a copy thereof, with an independent third party so that PostNL can independently and at its own discretion use the above-mentioned data or have them used, at the fulfilment of one or more conditions stipulated in a (further) (escrow) contract, to remedy of Defects in Software, Data and/or (Online) Services, to safeguard the continuity of Software, Data and/or (Online) Services and for other use, maintenance and administration thereof.

Exit Phase

This has the meaning given to it in Clause 49.1 of the present Conditions.

Defect/Defects

Any faults, breakdowns and/or other shortcomings in the (Online) Services, Software and/or Equipment.

Office Hours

From 8 am to 6 pm on a working day.

Malware

A computer virus, Trojan horse, bot, drop dead device, back-door device, time bomb or any other software routine that is harmful or destructive, intended or designed to enable or facilitate theft of or changes to data, provides access to or permits the use of a computer system by an unauthorised third party, disables, damages or erases a computer system or disrupts, interrupts or harms in any other way its normal use.

Tailor-Made Software

Software designed or developed specifically or exclusively by PostNL or made available to PostNL.

Maintenance

Maintenance or other work to be performed by the Supplier that pertains to the repair, update, and/or improvement of (Online) Services, Software and/or Equipment and/or to the implementation of new versions, releases, patches and/or updates of (Online) Services, Software and/or Equipment.

Support

Services and advice related to the use and functioning of the (Online) Services, Software and/or Equipment, including Maintenance.

Online Service

A service that is made available remotely online or otherwise by means of communication techniques by the Supplier, including but not limited to hosting, cloud, IaaS, SaaS, PaaS or ASP services.

Software

Computer programs, including but not limited to application software, system software, firmware and tailor-made programs, as a whole and as parts and irrespective of the data carrier on which it resides, including all new versions, releases, patches, updates, copies, Documentation or parts thereof.

Service Levels

Required availability, response times, resolution times and/or other performance levels in respect of (Online) Services, Software and/or Equipment.

Standard software

Software not designed or developed specifically or exclusively for PostNL or made available to PostNL.

TPRA

Third Party Risk Assessment

Workaround

An alternative solution to a problem.

Artikel 37

(Online) Service

- 37.1. The Supplier shall perform the (Online) Services on time and in a careful and expert manner in accordance with the common practice and the professional standards applicable to the performance of services comparable to the (Online) Services.
- 37.2. If a Contract has been concluded with a view to having it performed by one or more specific persons or if it has been stipulated in a contract that its performance shall be carried out by one or more specific persons, then the Supplier does not have the right to replace these persons without the prior written consent of PostNL.
- 37.3. The Supplier does not have the right to unilaterally suspend, stop or otherwise restrict the delivery or provision of the (Online) Services to PostNL.
- 37.4. After the conclusion of the Contract and/or at the first request of PostNL, the Supplier shall immediately provide all necessary information to PostNL, including but not limited to login information, and shall without delay and unconditionally render all cooperation to PostNL required for the use of the (Online) Services, including the configuration and/or organisation of the (Online) Services and associated support. The Supplier shall carry out the above-mentioned work at the rates agreed in the Contract. In the absence of explicitly agreed rates, the payment for such work shall be deemed to be included in the fees stipulated in the Contract.
- 37.5. The Supplier shall immediately notify PostNL in writing if the Supplier has the intent to implement changes, restrictions, updates or other modifications, not being Maintenance, in respect of the (Online) Services, including a description of the impact thereof on PostNL's business processes. The Supplier does not have the right to implement changes, restrictions, updates or other modifications in respect of the (Online) Services without the prior written authorisation of PostNL, which PostNL may withhold at its own discretion and to which PostNL may attach conditions. The Supplier shall continue to support, administer and maintain the (Online) Services in their unchanged form if PostNL does not issue the prior written authorisation, without prejudice to the stipulations in Clause 41.5.
- 37.6. The Supplier shall immediately inform PostNL in writing as soon as there is any suspicion or indication that the administration and/or the processing of Data or other information by means of (Online) Services is or could be wrongful towards third parties. The Supplier shall not remove the concerned Data and/or other information without the prior written authorisation of PostNL, unless the Data and/or other information are unmistakably wrongful and the prior written authorisation of PostNL cannot be awaited due to reasons of urgency. The Supplier shall fully indemnify PostNL against and compensate PostNL for claims of third parties in these matters.
- 37.7. The Supplier shall immediately inform PostNL in writing if the Supplier:
- a) receives any claim, demand or order from a regulatory body in respect of the (Online) Services; or
 - b) intends to provide a regulatory authority with any information concerning the (Online) Services, including but not limited to Data and/or other information administered or otherwise processed by means of (Online) Services.

Artikel 38

Software

- 38.1. All Standard Software made available by the Supplier, including the new versions, releases, patches and/or updates thereof, is subject to the stipulations in Clauses 15.10 and 15.11.
- 38.2. All Tailor-Made Software made available by the Supplier is subject to the stipulations in Clauses 15.1 to 15.9 inclusive and Clause 15.11.
- 38.3. The Supplier never has the right to introduce passwords or other security measures in the Software that impede or could impede the use of the Software.
- 38.4. If PostNL detects the presence of such a security measure, PostNL has the right to remove this security measure or to have it removed at the expense of and/or by the Supplier. The Supplier shall immediately and unconditionally render its cooperation in this matter at the first request of PostNL.
- 38.4. For the benefit of its business operations, PostNL has the right to have the Software and/or (Online) Services used by a company affiliated with PostNL or by a third party.

Artikel 39

Equipment

- 39.1. The Supplier shall in any event provide PostNL with installation conditions in writing, including any guidelines for the preparation of the areas where the Equipment will be placed and installed, thirty (30) days before the time of delivery. PostNL has the right to attach reasonable conditions to the Supplier's access to the premises and systems of PostNL in the event of delivery, placement, and installation of Equipment.
- 39.2. At all times, PostNL has the right, at its own discretion, to expand all or parts of the Equipment with equipment of third parties and/or to combine it with other equipment and/or software within PostNL. The Supplier shall immediately and unconditionally render its cooperation in this matter at the first request of PostNL.
- 39.3. If an Equipment manufacturer prescribes a change, addition and/or other modification to the Equipment, the Supplier shall immediately notify PostNL in writing of this change, addition and/or other modification and, at the request of PostNL, the Supplier shall at its own expense, immediately and unconditionally, render its cooperation to PostNL in carrying out this change, addition and/or other modification.

Artikel 40

Implementation

- 40.1. Unless agreed otherwise between the Parties, the Supplier shall ensure the implementation of the Software and/or (Online) Services at PostNL so that the Software and/or (Online) Services can be used by PostNL for their intended purpose as well as in conformity with the specifications and undertakings of the Supplier, including but not limited to the realisation of links with other software and/or (online) services (whether or not of third parties) used by PostNL, carrying out data and other conversions and data migration. The Supplier shall carry out the implementation at the rates agreed in the Contract. In the absence of explicitly agreed rates, the payment shall be deemed to be included in the fees stipulated in the Contract.
- 40.2. Following the conclusion of the Contract, the Supplier will immediately prepare a written implementation plan and submit it to PostNL for approval. The implementation plan shall in any event include the following subjects, and PostNL has the right to require the elaboration of other subjects:
- a) a functional description of the Software and/or (Online) Services;
 - b) a detailed schedule in respect of the implementation, including a list of milestones;
 - c) project organisation, including project governance and the division of responsibilities between the Supplier and PostNL;
 - d) the required commitment and availability of PostNL and potentially of third parties; and
 - e) the acceptance procedure (including test cases) for the interim completion or delivery of milestones as well as for the final completion of the Software and/or (Online) Services.
- 40.3. Unless agreed otherwise, all completion or delivery dates within the scope of an implementation as referred to in the present Clause shall be designated as firm dates, including the completion or delivery dates of interim completion or delivery of milestones.

Artikel 41

Maintenance

- 41.1. The Supplier shall perform Maintenance in respect of the (Online) Services, Software and/or Equipment at the rates agreed in the Contract, and in the absence thereof, the fee for Maintenance shall be deemed to be included in the fees stipulated in the Contract. The Maintenance shall take effect at the time of Acceptance of all or parts of the Software and/or Equipment in question.
- 41.2. The Supplier shall make Maintenance available to PostNL twenty-four (24) hours per day and seven (7) days per week. The Supplier shall in any case be accessible (by phone) to PostNL during Office Hours for Maintenance.
- 41.3. Maintenance includes in any case the following activities (whether or not remotely):
- a) detecting and repairing Defects;
 - b) making new versions, releases, patches and/or updates of Software available;
 - c) taking measures to prevent Defects and other technical issues; and
 - d) providing Support.
- 41.4. The moment at which the Maintenance is carried out shall be determined between the Parties in mutual consultation. The guiding principle shall be that Maintenance must take place in a manner at a time and date that is least disruptive to PostNL's business processes. Maintenance that has the potential to be disruptive to PostNL's business processes must always be announced in writing to and approved by PostNL in advance.
- 41.5. PostNL has the right to obtain all new versions, releases, patches or updates of the (Online) Services and/or Software under the same conditions as those laid down in the Contract. The above-mentioned shall not be considered to be an obligation of PostNL to purchase. The Supplier guarantees that it shall be able to support, administer and maintain each new version, release, patch and/or update of the (Online) Services and/or Software for at least three (3) years.
- 41.6. The Supplier shall offer PostNL the option to have Support, administration, Maintenance and/or monitoring performed remotely by the Supplier. In such case, PostNL shall provide the Supplier access to PostNL's system. In doing so, the Supplier shall observe the rules and procedures of PostNL in respect of such access, ensure that the employees and third parties deployed by it observe these rules and procedures and keep PostNL fully apprised of its activities by means of monthly reports, among others.

Artikel 42

Service Levels

- 42.1. At the first request of PostNL, the Supplier shall immediately and unconditionally render its cooperation in the conclusion of a separate service level agreement (SLA) between the Parties in which the model processing agreement of PostNL takes precedence, insofar as not yet provided for in the Contract.
- 42.2. To the extent that no separate service level agreement has been concluded and the subject is also not covered in the Contract, the following three Service Levels shall be used as far as response times and resolution times are concerned:
- High: as a consequence of a Defect, all or part of the (Online) Service, the Software and/or the Equipment is not available and/or cannot be used and/or its use leads to an unacceptable risk to the business processes of PostNL. In that case, the Supplier shall, immediately and within fifteen (15) minutes after PostNL's first report at most, provide written confirmation of receipt of PostNL's report and proceed with remedying the Defect. The Supplier shall immediately notify PostNL of a temporary solution and/or Workaround if the Supplier does not remedy the Defect or apply a solution that is acceptable to PostNL within four (4) hours after the first report of the Defect, or if the Supplier needs more than four (4) hours for the remedy and/or an acceptable solution. In this event, the Supplier shall take all reasonable measures to subsequently remedy the Defect as quickly as possible.
 - Medium: as a consequence of a Defect, there is a frequently recurring breakdown, failure and/or interruption or a noticeable loss of performance in respect of all or part of the (Online) Service, Software and/or Equipment. In that case, the Supplier shall, as quickly as possible and within two (2) hours after PostNL's first report at most, provide PostNL with written confirmation of receipt of PostNL's report and proceed with remedying the Defect. The Supplier shall immediately notify PostNL stating a temporary solution and/or Workaround if the Supplier does not remedy the Defect or apply a solution acceptable to PostNL within one (1) working day after the first report of the Defect, or if the Supplier needs more than one (1) working day for the remedy and/or an acceptable solution. In this event, the Supplier shall take all reasonable measures to subsequently remedy the Defect as quickly as possible.
 - Low: it concerns a Defect that does not have a direct impact on the proper functioning of all or part of the (Online) Service, Software and/or Equipment, or on the business processes of PostNL. In that case, the Supplier shall, expeditiously and within one (1) working day after PostNL's first report at most, provide PostNL with written confirmation of receipt of PostNL's report and proceed with remedying the Defect. The Supplier shall immediately notify PostNL stating a temporary solution and/or Workaround if the Supplier does not remedy the Defect or apply a solution acceptable to PostNL within five (5) working days after the first report of the Defect, or if the Supplier needs more than five (5) working days for the remedy and/or an acceptable solution. In this event, the Supplier shall take all reasonable measures to subsequently remedy the Defect as quickly as possible.
- PostNL determines the Service Level to be assigned at its own discretion.
- 42.3. To the extent that no separate service level agreement has been concluded and the subject is also not covered in the Contract, the Supplier shall maintain a full availability level as far as the availability of the (Online) Services, Software and/or Equipment is concerned: The availability level achieved per month is calculated with the help of the cumulative time during which the (Online) Services, Software and/or Equipment were not available, they could not be used and/or their use led to an unacceptable risk to the business processes of PostNL.
- 42.4. The Supplier shall immediately inform PostNL of Defects or other relevant circumstances that can or do occur in respect of all or part of the (Online) Services, Software and/or Equipment and/or that can have a substantial impact on the business processes of PostNL or their availability.
- 42.5. Unless agreed otherwise, the Supplier shall grant PostNL access to an online database for problem solving in respect of Defects in the (Online) Services, the Software and/or the Equipment.
- 42.6. Every month, the Supplier shall provide PostNL with a written report in respect of the Service Levels in the preceding month, including availability, response times and resolution times as well as a list of the Defects that occurred and the solutions implemented for these Defects.

Artikel 43

Documentation

- 43.1. The Supplier shall make Documentation available to PostNL, with the help of which PostNL can use, administer and/or maintain the (Online) Services, Software and/or Equipment itself or have third parties do so, for the intended purpose and in accordance with specifications and undertakings of the Supplier.
- 43.2. In addition to the stipulations in Clause 15.10, PostNL has the right to reproduce, disclose and otherwise disseminate Documentation (in changed form or not) within its organisation (including within its affiliated companies) as well as to third parties involved by PostNL, without PostNL owing the Supplier an additional fee for such actions.

Artikel 44

Acceptance

- 44.1. Within thirty (30) days after completion or delivery of all or parts of the (Online) Services, Software and/or Equipment, PostNL shall notify the Supplier in writing of whether it will proceed with Acceptance, unless agreed otherwise. If PostNL is for any reason unable to notify the Supplier within the above-mentioned period of whether it will proceed with Acceptance, PostNL shall inform the Supplier thereof before the expiry of that period, stating the additional period within which PostNL will notify the Supplier of whether it will proceed with Acceptance.
- 44.2. In cases where the notification referred to in Clause 44.1 is missing, the additional period for Acceptance as referred to in Clause 44.1 expires without further notification by PostNL or PostNL has put the completed or delivered (Online) Services, Software and/or Equipment or part thereof to use for productive purposes, Acceptance by PostNL shall be deemed to have taken place.
- 44.3. PostNL is not obliged to effect any payment to the Supplier before Acceptance has taken place. Payments effected before Acceptance shall always be on the suspensive condition that PostNL issues its Acceptance.
- 44.4. Following the conclusion of the Contract, the Supplier shall immediately prepare a written acceptance procedure and submit it to PostNL for approval, unless the nature of the Contract does not require an acceptance procedure, without prejudice to the stipulations as referred to in Clause 40.2. If there is no approved acceptance procedure, the following counts (insofar as applicable) as the acceptance procedure:
- a) After each completion or delivery of all or parts of the (Online) Services, Software and/or Equipment, they shall be checked jointly by the Parties for Defects by means of test cases approved by PostNL. The results of these test cases (including any Defects encountered) shall be recorded in a test report signed by the Parties.
 - b) If any defects are encountered and/or PostNL rejects the (Online) Services, Software and/or Equipment, the Supplier shall remedy all Defects encountered at its own expense within a reasonable period. In this context, the Supplier shall as soon as possible submit a written schedule of the work to be performed to PostNL.
 - c) Once the Defects as referred to in Clause 44.4(b) have been remedied, the Supplier shall present the (Online) Services, Software and/or Equipment a second time to PostNL for Acceptance by means of the Acceptance Procedure in the present Clause.
 - d) If Defects are once more encountered on that occasion and/or PostNL once more rejects the (Online) Services, Software and/or Equipment, PostNL has the right to dissolve the Contract, wholly or in part, with immediate effect, without judicial intervention and without prior notice of default, through a written statement, and without being liable to pay damages.

Artikel 45

Guarantees

- 45.1. The Supplier guarantees that it is competent and qualified and has obtained all required licenses and authorisations necessary to conclude a Contract and to fulfil its associated obligations.
- 45.2. The Supplier guarantees that the (Online) Services are performed with care by a sufficient number of adequately skilled and experienced professional personnel trained for the provision of the (Online) Services.
- 45.3. The Supplier guarantees that the Software, the (Online) Services and/or the Equipment are free of substantial functional and operational Defects, shall substantially conform to the relevant Documentation and shall possess the functions and features as well as function in the manner as undertaken by the Supplier. For this purpose, the Supplier shall regularly carry out code reviews and security tests (including penetration tests).
- 45.4. The Supplier guarantees that it has made the security arrangements prevailing in the market to ensure that the Software, the (Online) Services and/or the Equipment are free of Defects and do not contain Malware.
- 45.5. The Supplier guarantees that the Software and other systems delivered, used or checked by or on behalf of the Supplier in connection with the (Online) Services do not contain Malware.
- 45.6. The Supplier guarantees that the (Online) Services, Software and/or Equipment delivered or made available comply with all applicable laws and regulations and are in conformity with the agreed Service Levels, procedures and other agreements.
- 45.7. The Supplier guarantees that all Equipment and potential replacement parts are new or equivalent to new, are not encumbered by a restricted right, attachment or retention of title of the Supplier or any third party and are free of any other restriction and not encumbered otherwise.

Artikel 46

Information security, continuity, backup

- 46.1. At the site(s) where the Software, Data and/or Equipment are located and at sites used to perform (Online) Services, the Supplier shall organise and maintain adequate procedures in the sphere of information security that guarantee suitable technical, procedural and organisational measures for the protection of the (Online) Services, Software, Data and/or Equipment.
- 46.2. The Supplier shall organise and maintain adequate procedures to safeguard the continuity, integrity, resilience and availability of (Online) Services, Software, Data and/or Equipment, including in case of disruption or interruption of (Online) Services, Software, Data and/or Equipment, for example.
- 46.3. The Supplier shall organise and maintain adequate procedures in respect of Data backup and recovery.
- 46.4. Prior to the formation of the Contract and in response to any later request of PostNL, the Supplier shall immediately and unconditionally inform PostNL in writing about the location of the Data as well as the data centres used by the Supplier in the context of the fulfilment of the Contract, as well as the location of the Data and the data centres used by the Supplier as a disaster recovery location.
- 46.5. Prior to the formation of the Contract and in response to any later request of PostNL, the Supplier shall immediately and unconditionally inform PostNL in writing about the procedures put in place as referred to in the present Clause. The Supplier shall immediately and unconditionally change and/or supplement such procedures at the reasonable request of PostNL.

Artikel 47

Audit

- 47.1. PostNL always has the right to carry out or have third parties carry out an audit of the fulfilment of the Supplier's obligations pursuant to a Contract. PostNL shall inform the Supplier in writing of the intended audit ten (10) working days prior to that intended audit at the latest.
- 47.2. The Supplier shall render its full and unconditional cooperation in the audit and will ensure that third parties involved by the Supplier will also render their full and unconditional cooperation in the audit, in which in any case:
- a) all employees, files and processes shall be made available for consultation and verification; and
 - b) all access shall be provided to (relevant sections of) the areas, systems and/or servers in/with which the fulfilment of the obligations pursuant to the Contract takes place or has taken place at any point in time.
- 47.3. If an audit demonstrates that the Supplier does not fulfil its obligations pursuant to the Contract, then the Supplier shall submit a written plan for the redress of the shortcomings to PostNL for approval within ten (10) working days after demonstration of these shortcomings, without prejudice to the rights, claims and powers of PostNL in connection with the Supplier's shortcoming pursuant to the law and the Contract.
- 47.4. The costs of the audit will be borne by PostNL. The costs of the audit, including PostNL's costs, will be borne by the Supplier if the audit reveals that the Supplier has failed to fulfil its obligations pursuant to the Contract.

Artikel 48

Escrow

- 48.1. PostNL always has the right to request that the Supplier provide for Escrow in respect of Software, Data and/or (Online) Services, even if this was not initially agreed and PostNL wishes to enter into an escrow arrangement with the Supplier at a later point in time. The Supplier shall immediately and unconditionally render all cooperation to PostNL for that purpose.
- 48.2. The Escrow shall contain all undisclosed and other information, including but not limited to the source code, which PostNL reasonably requires for the remedy of failures, maintenance and administration of Software, Data and/or (Online) Services so that it (or a third party involved by it) can independently continue to make undisturbed use of the Software, Data and/or (Online) Services in conformity with the agreed specifications. The Escrow must comply with what is customary in that regard in the Dutch market at that time.
- 48.3. If the Escrow is part of a Contract, the Supplier shall at the request of PostNL provide documentary evidence to PostNL that shows that the Escrow fulfils the stipulations in that regard in the Contract in question.

Artikel 49

Exit

- 49.1. In case of termination of the Contract, regardless of the reason, the Supplier shall continue to make all Software available to PostNL, keep all Data accessible to PostNL and/or provide all (Online) Services to PostNL, in conformity with the conditions of the Contract in question, until the Software in question has been replaced by PostNL, the Data in question have been handed over to PostNL or to another supplier designated by PostNL and the (Online) Services have been transferred to PostNL or to another supplier designated by PostNL (the 'Exit Phase').
- 49.2. In the context of the Exit Phase, the Supplier shall on request always immediately and unconditionally render its assistance to PostNL and ensure that the third parties involved by Supplier also immediately and unconditionally render their cooperation to PostNL. This cooperation comprises in any case:
- a) all actions required for the replacement of the Software and the transfer of the (Online) Services to PostNL or to another supplier designated by PostNL;
 - b) cooperation in the transfer, including migration and conversion, of Data to PostNL or to another supplier designated by PostNL; and
 - c) the provision of adequate information, including about interfaces and other technical details, to PostNL or to another supplier designated by PostNL to enable PostNL or the supplier in question to replace the Software.
- 49.3. The Supplier guarantees that PostNL's business operations will not be endangered during the Exit Phase and will ensure that the replacement of the Software, the transfer of the Data and the transfer of the (Online) Services to PostNL or to another supplier designated by PostNL shall take place without problems and interruption.
- 49.4. At the request of PostNL, the Supplier shall prepare a written exit plan that it will present to PostNL for approval within ten (10) working days. The exit plan should in any case describe the manner in which the Supplier shall fulfil its obligations pursuant to the present Clause.
- 49.5. The costs of the Exit Phase, including the costs of PostNL, will be borne by the Supplier if the termination of the Contract is the consequence of or is related to a shortcoming on the part of the Supplier or if, as a consequence of a Benchmark, the Parties do not reach agreement on the adjustment to the fee(s) and PostNL requires that the (Online) Services, Software and/or Equipment be transferred to PostNL or to a supplier designated by PostNL. In all other cases, the cost incurred with respect to the Exit Phase will be borne by PostNL, and the work performed by the Supplier shall be paid in accordance with the rates agreed in the Contract or, in the absence thereof, in accordance with the regular rates of the Supplier.
- 49.6. The Supplier shall immediately notify PostNL in writing as soon as the Supplier has fulfilled all obligations pursuant to the present Clause.

Artikel 50

Compliance

- 50.1. If the Supplier provides a Service, the Supplier agrees to a TPRA to be carried out so that the risk profile of the Supplier and/or Service can be determined. The risk assessment procedure shall be made available to the Supplier by PostNL at the request of the Supplier.
- 50.2. PostNL can categorise the risk profile of the Supplier and/or Service as Low, Medium or High.
- If PostNL categorises the Service as Low Risk, the Supplier shall agree to a requirement assessment being performed. The Supplier shall remedy the shortcomings detected by PostNL by means of the assessment before the commencement of the provision of the service.
 - If PostNL categorises the Service as Medium Risk, the Supplier shall agree to a requirement assessment being performed. The Supplier shall remedy the shortcomings detected by PostNL by means of the assessment before the commencement of the provision of the service. Suppliers in the Medium Risk category must in any case possess a valid ISO 27001 or equivalent certificate of which a copy shall be made available to PostNL. The Supplier undertakes to maintain a valid ISO 27001 or equivalent certificate. This certificate must comprise all processes carried out for the benefit of the Service for PostNL.
 - If PostNL categorises the Service as High Risk, the Supplier shall agree to a requirement assessment and a cloud risk assessment being performed. The Supplier shall remedy the shortcomings detected by PostNL by means of the assessments before the commencement of the provision of the service. If PostNL categorises the Supplier as High Risk, the Supplier must possess a valid SAE 3402/SOC2 type 2 Assurance or equivalent assurance in addition to the ISO 27001 or equivalent certificate, which shall be made available to PostNL. The Supplier undertakes to maintain a valid ISO 27001 or equivalent certificate and an assurance in accordance with ISAE 3402/SOC2 type 2 established by an externally accredited party. The certification and assurance must comprise all processes carried out for the benefit of the Service for PostNL.
- 50.3. The Supplier agrees to the annual repetition of a risk assessment of the Service to PostNL and will allow PostNL to inspect the follow-up to shortcomings detected by the preceding risk assessment
- 50.4. Important suppliers involved by the Supplier (explicitly including the data centre) must possess the same certification and assurance as arising from the risk assessment. The Supplier will provide PostNL with these certificates and assurance or allow PostNL to inspect them. The Supplier will allow PostNL to inspect the audits performed by the Supplier of the compliance and certification of its important suppliers.
- 50.5. The Supplier must comply with the sections of the Payment Card Industry (PCI) Data Security Standard (DSS) that are relevant to the Service if the Supplier uses credit card data to deliver the Service. The Supplier will carry out an annual PCI DSS assessment and allow PostNL to inspect the follow-up to shortcomings detected in the preceding PCI DSS assessment.
- 50.6. If required for the Service, PostNL will contact the Supplier to make it possible to use the data and/or the network (hereinafter referred to as: data/network) of PostNL in a safe manner for the performance of the Service. PostNL shall carry out random checks of the performance of the Service. PostNL reserves the right to revoke the access granted when there are suspicions of abuse and/or security issues. PostNL requires the Supplier to provide the latest possible version of the software and measures for information security in accordance with ISO 27001 used by the Supplier. The Supplier must have successfully completed a risk assessment initiated by PostNL before the Supplier is granted access. PostNL has the right to dissolve the Contract and any related instruction or instructions, without being liable to pay damages, if the Supplier does not fulfil the requirements and/or requests of PostNL described in the present Clause and cannot realise any corresponding solutions that are acceptable to both Parties within a reasonable period. PostNL also has this right if the Parties cannot reach agreement within a reasonable period on the follow-up to findings from a risk assessment.
- 50.7. The Parties will bear their own costs for the work ensuing from Clause 50.

For more information, please call +31 (0)88 868 68 68 or go to postnl.nl

