

## General Conditions LSE B.V. version August 2020

### Article 1: Definitions

1. Client: the other party who, with the private company LSE B.V. hereinafter referred to as: LSE, enters into an Agreement or negotiates in this respect, as well as the other party who requests a quotation from LSE and a quotation which is sent by LSE.
2. Agreement: the binding Agreement between LSE and the Client, in whatever form, as well as the change (s) and addition (s) thereto and any (further) order placed on the basis of the Agreement.

### Article 2: Application

1. These terms and conditions apply to all offers and quotations from LSE, as well as to all Agreements to be concluded by LSE and activities arising therefrom, including the delivery of goods and services, to the exclusion of the general terms and conditions of the Client.
2. The conclusion of an Agreement, as described in article 4 of these conditions, means that these conditions have been accepted by the Client.
3. Deviations from these conditions must be explicitly agreed in writing. Deviations then only apply to the relevant offers and Agreements to which they apply.
4. If LSE does not always demand strict compliance with these conditions, this does not mean that these conditions do not apply and / or that LSE loses the right to strict compliance with these conditions in future, whether or not similar desire.
5. If the Client is a natural person who does not act as a profession or business, the articles of these terms and conditions, or the parts thereof, remain unreasonably onerous for the Client because they appear on the list as referred to in Article 6: 236 Dutch Civil Code (BW) or contrary to the provisions of mandatory consumer law, not applicable. In that case, the other provisions remain fully applicable.
6. The annulment and / or invalidity of any provision of these conditions does not affect the validity of the other provisions of these conditions. The conflicting, invalid provision will be deemed to have been replaced by a provision that does as much justice as possible to the intention and purport of the original provision.
7. Verbal communications, promises or agreements have no legal force, unless they have been confirmed in writing or electronically by the authorized representatives of the Client or LSE. General delivery or payment terms and conditions, or other general or special terms and conditions of the Client and / or third parties, other than those indicated in this Agreement, are not valid.
8. Obligations which by their nature are intended to continue even after termination of the Agreement will continue to exist after termination of the Agreement, on whatever basis.

### Article 3: Offers and quotations

1. All offers and quotations from LSE are always without obligation, unless explicitly stated otherwise in writing, or if they contain a term for acceptance.
2. If an offer or quotation contains a non-binding offer and is accepted by the Client, LSE has the right to revoke the offer within 5 days after receipt of the acceptance. Offers and quotations from LSE can only be accepted by the Client without deviations.
3. Oral offers and quotations cannot be binding, unless confirmed in writing by LSE afterwards.
4. All statements of formats, dimensions, numbers, weights, rates and processing options provided by LSE are communicated with the greatest possible care, without however being guaranteed by or on behalf of LSE that no deviations can or will not occur.

#### **Article 4: Agreements**

1. An Agreement is only concluded by written confirmation and acceptance by LSE.
2. The text of a confirmation, as described in paragraph 1 of this article, determines the content of the Agreement.
3. If against the text and content of a confirmation, as described in paragraph 1 of this article, within 3 days after receipt is not protested, then it binds the Client.
4. If the Client refers to several (legal) persons, they are all jointly and severally liable for the performance of the Agreement.
5. If the Agreement is concluded by a third party on behalf of the Client, this third party ensures that the Client has accepted these conditions, failing which the third party is bound by these conditions, even if it were the Client itself.
6. LSE is entitled to engage third parties for the performance of the Agreement.
7. Except with the express written permission of LSE, the Client is prohibited from rights or to transfer obligations under the Agreement to third parties.
8. LSE is authorized to request to enter into an Agreement for reasons of its own to refuse in whole or in part or to suspend the execution of current Agreements. This authority can be invoked, among other things, due to the content, nature, scope or form of such a request, as well as due to technical objections, refusal of (advance) payment or conflict of the request with the interests of LSE or third parties including Clients.
9. The Client cannot invoke an Agreement if it appears before or during the performance of the Agreement that the information provided by the Client is incorrect or incomplete. LSE then reserves the right to not or not to further execute an Agreement. In that case LSE can never be obliged to pay any compensation for damage from the Client, without prejudice to the right and the possibility of LSE to be able to claim compensation for damage from the Client or to still perform the Agreement against a higher price than agreed, to which payment the Client is then obliged.
10. Regardless of whether the Agreement is actually performed, each party will bear all costs incurred by its side in connection with the preparation and conclusion of the Agreement.

#### **Article 5: Content, amendment and cancellation of the Agreements**

1. The Client bears the risk of misunderstandings with regard to the content and performance of the Agreement if these are caused by specifications not received, not correctly, not timely or incompletely received by LSE or other communications made verbally or by the Client for this purpose designated person or transmitted by any technical means such as telephone, fax, email and similar means of communication.
2. Full or partial changes of the Agreement by the Client is only possible if LSE agrees to this in writing. If a full or partial change of the Agreement leads to additional costs, LSE is entitled to charge compensation to the Client, insofar as all additional costs are passed on to the Client in any case. The Client is also fully liable to third parties for the consequences of the change in the Agreement and indemnifies LSE in this respect.
3. Except with the express written permission of LSE, the Client is not entitled to cancel the Agreement in whole or in part.
4. In any case, LSE attaches a written permission as referred to in paragraph 3 to the condition that it is entitled to charge the Client compensation, which cannot be less than 20% of the invoice amount of the canceled Agreement. In addition, the Client remains obliged to compensate the damage incurred by LSE. This damage includes the losses suffered and lost profits by LSE and in any case the costs that LSE has already incurred in preparation, including those of reserved production capacity, purchased materials, services invoked and storage. In the event of full or partial cancellation by the Client, the Client is furthermore fully liable to third parties for the consequences of the cancellation and indemnifies LSE in this respect.
5. If during the execution of the Agreement it appears in the opinion of LSE that it is necessary for a proper execution to change the work to be performed, LSE will notify the Client of this, after which Agreement may or may not be changed in whole or in part. LSE can never be obliged to pay any compensation for damage to the Client as a result of such a change.

#### **Article 6: Prices and price changes**

1. All prices stated by LSE are exclusive of turnover tax (VAT) and other levies and increases imposed by the government, unless expressly stated otherwise in writing.
2. The price quoted by LSE for the performances to be performed applies exclusively to the performances in accordance with the agreed specifications.
3. LSE is entitled to charge additional costs, which are not expressly included in the Agreement, to the Client separately, if these costs are necessary for the performance of the Agreement. In such event, the Client will be notified of this in writing as soon as possible.
4. LSE is entitled to increase its prices and rates by 100% if, at the request of the Client, it is required to perform work on Saturdays, Sundays and generally recognized Dutch public holidays.
5. LSE is furthermore entitled to increase the agreed prices and rates, among other things in the event of interim increases and / or surcharges on goods prices, costs of materials, semi-finished products or services required for the execution of the Agreement, shipping costs, wages or social security, decrease in value of the agreed currency and all other government measures that increase prices as a result of which the cost price is increased.
6. If, after the conclusion of the Agreement, the prices for the realization of the Agreement undergo an increase before LSE has fully performed its obligations under the Agreement, LSE is entitled to adjust and change its prices, if and insofar 3 months after the conclusion of the Agreement have expired.
7. Rates as described in the Agreement always apply up to 31 December of the current calendar year. LSE reserves the right to adjust the rates of its services a maximum of twice per calendar year. The NEA figures are used as a basis for any tariff adjustments.
8. All prices quoted by LSE are exclusive of fuel surcharge, unless stated otherwise.

#### **Article 7: Payment**

1. The amounts owed under the Agreement will be charged by means of an invoice. Payment must be made within the payment term stated in the Agreement, being the final payment term. If no payment term is included in the Agreement, payment must be made within 14 days of the invoice date, being the final payment term.
2. The Client cannot invoke any right of discount, suspension or deduction. Compensation by the Client is only permitted if LSE has acknowledged the Client's claim in writing.
3. The Client is at all times and irrespective of the agreed payment conditions obliged to provide security at LSE's first request for the payment of the amounts to be paid to LSE under the Agreement. The security offered must be such that the claim with any interest and costs accruing thereon is properly covered and that LSE will be able to recover without difficulty. Any security that has subsequently become insufficient will have to be supplemented to a sufficient security at the first request of LSE. The Client is furthermore at all times and regardless of the agreed payment conditions obliged to pay an advance for the payment of the amounts to be paid to LSE under the Agreement, in particular with regard to any shipping and postage costs related to the performance of the Agreement (in the broadest sense of the word).
4. Regardless of the appointment, payments are deemed to have been made first to settle the interest and costs that have become due and then to settle the oldest outstanding invoice.

5. If the deadline for payment is exceeded, the Client will be in default by operation of law and will subsequently owe contractual interest of 1.5% per month (cumulative) on the invoice amount owed, including sales tax, calculated from the set payment date, whereby each month that has entered a full month applies, without prejudice to the other rights that LSE can assert against the Client due to non-payment or late payment.
6. LSE is entitled and authorized, when a situation of default arises, as described in paragraph 5 of this article, to immediately suspend and cease the performance of the Agreement until the Client has fully complied with its outstanding financial obligations. During the suspension, even if it lasts longer than the term of the Agreement, all agreed rates remain in effect and billable.
7. If LSE is forced to hand over its claim, apart from its further claims for compensation, all costs included therein will be borne by the Client, both judicial and extrajudicial, the latter being fixed at 15% of the amount to be claimed, with a minimum of € 500.00.
8. LSE will record agreements with the Client in the Agreement about invoicing and the payment term.
9. LSE will keep adequate records of the data that serve as the basis for the invoiced amounts during 6 months after the invoice date.
10. If the Client does not agree with the amount of the invoice, this must be within the stipulated payment term to be reported to LSE. In case of disagreement about the amount of the invoice, the payment term remains in full force.

#### **Article 8: Right of retention**

1. Until the Client has fully complied with all obligations under the Agreement, in particular to settle all outstanding invoices, including interest and costs, LSE is entitled to retain all of the Client's matters (right of retention).
2. LSE also has the right of retention if the Client is declared bankrupt or is in danger of becoming bankrupt or has applied for a moratorium.
3. The Client is obligated to immediately inform LSE in writing if third parties wish to assert (establish) rights on goods that LSE holds.

#### **Article 9: Delivery of goods and stock**

1. The Client has products delivered to the address specified by LSE, stating the Client's company name. For deliveries of 5 pallets and more, the carrier must notify LSE of the shipment at least one working day in advance and agree one day and possibly a time of delivery.
2. LSE can refuse to accept a shipment, such as in the following cases, but not limited to damaged, leaking or opened packaging, inadequate packaging or pallet stacking, mandatory payment on delivery or non-notified deliveries of 5 pallets and more.
3. LSE is not liable for consequences, of whatever nature, of a refused shipment.
4. LSE is not responsible for the receipt of shipments for which the receipt has not been approved by means of a signature.
5. The items to be processed and / or delivered must be delivered on time, free of charge, free of costs and in good condition delivered to the address of the warehouse (storage space) of LSE or to an address specified by LSE, accompanied by a document, for example a packing slip or consignment note. LSE is not liable in any way whatsoever for the contents of the goods received, nor for any defects. The content and the quantity of items per package must be clearly indicated on the accompanying document.
6. LSE will check the delivered shipment for clearly visible external damage. If damage is found, this will be communicated to the Client and stated on the transport documents of the carrier. If the damage is not clearly visible or is only noticed later, the damage will be reported to the Client. LSE is in all cases not responsible for damage to the products of the Client.

7. LSE will count the goods received upon receipt. When products are delivered sorted in outer packaging, the number is used as indicated by the manufacturer on the outer packaging or accompanying packing slip. The content is not recounted, unless at the request of the Client. When delivered in mixed boxes, the content is counted.

8. If the number of products received is disputed by the Client, this must be communicated to LSE within 3 days after receipt. Other irregularities observed by us, such as receipt of unknown products, will be reported by LSE to the Client.

9. LSE is not responsible for the quality of the delivered goods.

#### **Article 10: Storage of goods and stock management**

1. LSE is responsible for stock differences as agreed in the Agreement. If the stock difference settlement is not included in the Agreement, LSE is not responsible for stock differences less than 1%, measured as a percentage of total stock. In the case of a stock difference of 1% and higher, it must be demonstrated that it was caused by deliberate reckless behavior by LSE.

2. The manner of storage will be determined by LSE if no explicit written instruction has been provided by the Client to LSE. LSE will store the goods of the Client in such a way that damage in the event of calamities is prevented as much as possible, but LSE cannot be held liable for damage to products or consequential damage, unless the Client proves that there is deliberate recklessness on the part of LSE.

3. Goods of the Client in storage at LSE are not insured as standard. Insurance is offered as an option at rates and conditions to be agreed upon.

4. LSE annually carries out 1 complete stock count together with the Client. At the request of the Client, LSE performs additional stock counts which are carried out by LSE within 1 working day after request. The additional stock counts are billable.

#### **Article 11: Order processing and sending**

1. The manner in which outgoing orders are collected, packed and shipped, if no explicit written instruction has been provided by the Client to LSE, shall be determined by LSE. LSE will collect, package and ship the Client's goods in such a way that damage is prevented as much as possible, but LSE cannot be held liable for damage to products or consequential damage, unless the Client proves that there is deliberate recklessness on the part of LSE.

2. The method of processing outgoing orders and returns, the materials used and other activities are described in the Agreement with the Client. Rates and conditions for activities other than those described in the Agreement are agreed in consultation.

3. For all outgoing orders and with regard to shipment, LSE only acts as a forwarder within the meaning of art. 8:60 Civil Code (BW). The Dutch Forwarding Conditions (Fenex) 2004 apply to forwarding activities, with the exclusion of the arbitration clause, whereby the present terms and conditions prevail in the Agreement when applied. In that sense, LSE is not responsible for damage or consequential damage to the Client or to third parties if that damage is the result of irregularities arising during the delivery, transport or delivery of the Client's products.

4. LSE is not responsible for damage to or loss of the Client's goods from the moment of transfer of the goods to a carrier such as, but not limited to: parcel service, postal company, transport company or courier, whether or not designated by LSE. The moment of transfer is the moment that the order has the status "closed" in the automation system (WMS) used by LSE. For orders that are collected, LSE has a collection receipt signed by the collecting party.

5. In the event of damage to or loss of the Client's goods, arising after transfer to a carrier, LSE acts as an intermediary between the carrier and Client with regard to requesting the cause of the damage or loss and initiating an investigation.

6. In the event of damage or loss as a result of demonstrable failure of the transporter, LSE will submit a claim at the request of the Client, whereby the Client is obliged to provide all reasonable cooperation. LSE is not responsible for whether or not the claim is awarded.

7. In the event of damage or loss as a result of demonstrable failure of LSE, LSE is responsible for the costs of the replacement value of the goods up to a maximum of € 250,00 per event.

8. If it cannot be proven that the damage or loss is the result of failure of the carrier or LSE, the damage is not recoverable.

9. After transfer to a carrier, goods are not insured against damage and / or loss, other than stated in the standard conditions of the carrier, which can be requested by the Client. The Client declares that it is familiar with the content of the aforementioned conditions. In the event that a provision of these terms and conditions is in conflict with the aforementioned conditions, the provision of these general terms and conditions will prevail, without prejudice to the validity of the other provisions of the aforementioned conditions.

10. Expressly at the request of the Client and provided that the transporter offers that additional insurance can be taken out. LSE is not liable if the insurer does not pay out for any reason or if the damage is not covered by the insurance.

11. LSE is not liable for damage, consequential damage or costs from any cause whatsoever to the Client or third parties, arising as a result of the delivery of incorrect products, numbers, batches, lot numbers and / or expiry date.

#### **Article 12: Automation**

1. LSE provides stable working communication tools (including email and telephone) and, if applicable, WMS including the links realized by LSE and custom solutions made for the Client.

2. In the event of updates to the software used by the Client, whereby the update has or may affect the links realized by LSE, the Client is obliged to request this from LSE at least 2 months before the planned update. LSE is not liable for damage resulting from unannounced software updates.

3. In special cases, LSE allows a link to be realized by the Client, but under strict direction of LSE and specifically agreed conditions.

4. IT support activities are included as standard if it relates to maintenance and management of the links and customized solutions realized by LSE, technical failures insofar as caused by the systems of LSE, the links realized by LSE or customized solutions, (re ) setting up the links realized by LSE after an update of the software of the systems of the Client, insofar as it concerns a generic update of standard and generally available web shop software, functional explanation about the WMS, the links realized by LSE and custom solutions and explanation about additional functionalities of the WMS, available links or custom options.

5. IT support activities at the request of the Client in all cases other than those referred to in Article 12, paragraph 4, are not included as standard, and are charged on the basis of an hourly rate. The number of hours invoiced is based on registration by LSE.

6. IT support will handle technical failures in the WMS, the links realized by LSE and the customization for the Client within a period that is appropriate to the seriousness and impact of the technical failures. The timeframe for a solution to be available depends on the nature of the problem. If the problem prevents adequate order processing within the agreed Service Level Agreement in the Agreement, an attempt will be made to offer a suitable alternative, within the possibilities available. For the structural solution of the technical failures that has arisen, LSE and the Client will discuss possible adjustments to the link and the resulting costs.

#### **Article 13: Complaints**

1. LSE will make every effort to do everything necessary to ensure that the goods and services it supplies meet the reasonable requirements.

2. The Client is obliged to report errors and defects to LSE in writing immediately but no later than 5 days after the execution and delivery.

3. If the Client does not, within 5 days after the day of execution and delivery, inform LSE of the errors and defects that could be noticed during a thorough investigation, the Client will be deemed to agree with the condition in which the aforementioned performances were delivered and the right to complain expires.

4. The Client is obliged to accurately specify the errors and defects found by him and submit relevant evidence.

5. LSE must immediately be given the opportunity to check the errors and defects found by the Client. If the errors and defects found by the Client are justified in the opinion of LSE, LSE will have the choice either to award fair compensation, with due observance of the provisions of Article 14, or to arrange for the damage in consultation with the Client an adequate solution such as repairing errors and defects free of charge. In that case, the Client can never make any claim to replacement or additional compensation.
6. The performances and goods delivered by LSE are in any case considered proper if the Client has taken the delivered or a part of the delivered into use, modified or processed it, delivered it to third parties or had it taken into use, respectively have it processed or processed or delivered to third parties, unless the Client has complied with the provisions of this article.
7. If the period of 5 days referred to in the second and third paragraph of this article must also be considered unacceptably short by standards of reasonableness and fairness for a careful and alert Client, this period will be extended until no later than the first moment when the investigation or notification of LSE is reasonably possible for the Client.
8. The Client is not entitled to dissolve the Agreement or to neglect, suspend or postpone its obligations in whole or in part if LSE fails to properly fulfill its obligations under the Agreement, unless is of gross negligence or serious fault.

#### **Article 14: Liability and damage**

1. LSE does not accept any liability for damage suffered by the Client, unless this is the result of an attributable shortcoming or an unlawful act on the part of LSE. In that case, LSE is only liable insofar as this liability is covered by LSE's insurance, up to the amount paid out by the insurer.
2. If LSE's insurer does not pay out for any reason, or if the damage is not covered by the insurance, the liability is limited to a maximum of € 5,000.00 per case. LSE is not obliged to further compensation of damage and costs, by whatever name and of whatever nature, including business damage, immaterial damage or other consequential damage of the Client.
3. LSE is not liable for any damage, loss or destruction, including theft, of property of the Client that is stored, processed or transported at LSE or third parties engaged by LSE.
4. LSE is not liable in the event of force majeure, as described in article 15 of these conditions.
5. The limitations included in this article do not apply if the damage is the result of intent or gross negligence on the part of LSE.
6. The Client must take out insurance at its own expense for its properties that are stored at LSE or stored at third parties engaged by LSE, are being processed or are being transported.
7. LSE is not liable for damage, consequential damage or costs from any cause whatsoever to the Client or third parties, arising as a result of imperfections in or failure of the automation system (WMS) used by LSE and the links or customization realized by LSE. solutions.

#### **Article 15: Force majeure**

1. Circumstances beyond the control of LSE, whether or not foreseeable at the time of the conclusion of the Agreement, which are of such a nature that compliance with the Agreement can no longer reasonably be expected of LSE, shall be regarded as force majeure, regardless or temporarily, releasing LSE from its obligations to perform.
2. Force majeure includes, but is not limited to, fire, power or internet connection failure, equipment or network failure, unavailability and / or stagnation in the supply and / or obstruction in the transport of the goods, war, unrest, natural disasters, storm damage, flooding, abnormal weather conditions, snow, snowfall, frost, strikes, exclusion or lack of personnel, defects in auxiliary and transport equipment, traffic obstructions, theft of goods, non-performance of third parties engaged by LSE as well as all obstacles caused by government measures. Force majeure on the part of suppliers and distributors as well as delivery problems in the case of so-called difficult to deliver addresses such as houseboats, caravans, houses without a letterbox, closed flats and apartment complexes also fall under this force majeure provision.

3. In case of force majeure, LSE has the right to dissolve the Agreement in whole or in part without judicial intervention, without the Client being able to claim compensation.

#### **Article 16: Dissolution and termination**

1. If the Client fails to fulfill its obligations under the Agreement or if circumstances arise as stated in paragraph 2 of this article, LSE has the right to immediately terminate the Agreement prematurely, without a notice of default being required. In that case, the Client will not be entitled to any compensation and the Client is obliged to compensate LSE for all damage, interest and costs as a result of the interim dissolution or termination.

2. LSE is entitled to dissolve the Agreement prematurely if the Client fails to pay on time or to fulfill other obligations under the Agreement (including these terms and conditions), or if one of the following circumstances occurs or threatens to do :

- a. one or more assets of the Client are subject to a prejudgment or executory attachment;
- b. the Client is filed for bankruptcy;
- c. the Client is declared bankrupt;
- d. The Client is granted a moratorium on payments, whether or not temporarily suspension of payment is applied for by the Client;
- e. the Client dies or is placed under guardianship;
- f. The Client's business is discontinued and / or dissolved and / or liquidated and / or transferred to a third party;
- g. LSE is declared bankrupt;
- h. the Client performs or fails to act, which results in the reputation of LSE or of third parties, including other Clients, is seriously discredited;
- i. the Client no longer complies with rules set by or pursuant to the law or regulations;
- j. the Client reports payment arrears.

3. If LSE has already executed performances of the Agreement at the time of dissolution, these performances and the related payment obligations will not be subject to cancellation.

4. If the Client goes into suspension of payments or goes into bankruptcy, LSE has the right to unilaterally terminate the Agreement immediately and without notice. The agreed rates for storage and other fixed costs remain in effect from that moment and are billable. As long as the Client or the legal representative has not fulfilled all existing and current payment obligations yet to be invoiced, LSE has the right of pledge and retention of the goods of the Client.

5. In all cases of termination of the Agreement, LSE will pass on the costs incurred to prepare the remaining stock of the Client for shipment, as well as all materials used for this purpose to the Client. Any costs for transporting the remaining stock to an address specified by the Client will also be passed on. All these costs, together with the services yet to be invoiced, will be invoiced directly on the basis of the Agreement or as a result of separately made agreements when the remaining stock is ready. Before the goods are sent to the Client, collected by or on behalf of the Client, all outstanding invoices must be paid. If the Client does not wish to take back the residual stock or if the residual stock has not been requested by the Client or its legal representatives within 6 months after sending the last order, LSE reserve the right to destroy or dispose of that stock, whereby the proceeds benefit LSE.

6. If LSE goes into suspension of payments or bankruptcy or proceeds to voluntary company closure, the actual and current stock of the Client is immediately due and payable by the Client, provided that the current payment obligations have been met.



**Article 17: Applicable law and competent court**

1. Agreements to which these terms and conditions apply and further Agreements arising therefrom are exclusively governed by Dutch law.
2. All disputes arising from the Agreements to which these terms and conditions apply or from further Agreements that may result therefrom, including the implementation thereof, will be settled exclusively by the competent court in Roermond.

**Article 18: Changes and explanation of the conditions**

1. In the case of an explanation of the content and scope of these terms and conditions, the Dutch text will always be decisive.
2. These general terms and conditions can be changed and adjusted. Any future adjustments and changes also apply to Agreements that were concluded before the date of change and adjustment, unless expressly agreed otherwise in writing.
3. The changes and adjustments take effect 21 days after publication, unless stated otherwise in the announcement.

**Article 19: Insurance**

1. The items to be processed and / or delivered by LSE remain at the expense and risk of the Client. LSE is therefore not liable for any damage with regard to the items taken into storage, by whatever name and from whatever cause. In that context, the Client is obliged to provide proper insurance, including but not limited to fire, theft, fraud, loss, loss and / or damage, unless expressly agreed otherwise in writing.

**Article 20: Exchange of files**

1. If the parties exchange personal data back and forth, they guarantee to each other that with regard to that personal data, the applicable laws and regulations with regard to the protection of the privacy of the clients of the Client have been complied with (including the Personal Data Protection Act) and that the provision and processing of the aforementioned data by the other party is permitted under these regulations. The providing Party indemnifies the acquiring Party against claims from third parties that arise as a result of the fact that the aforementioned regulations have not been complied with.
2. LSE guarantees that it has taken appropriate technical and organizational measures to protect the personal data of clients of the Client against loss or any form of unlawful processing. These measures are also aimed at preventing unnecessary collection and further processing of personal data.
3. The parties agree to record further arrangements regarding the exchange of personal data in a processor Agreement. This processor Agreement will be drawn up by the Client and signed by LSE at the first request of the Client.

**Article 21: Confidentiality**

1. If and insofar as confidential information of one of the parties comes to the knowledge of the other party during the performance of the Agreement, the other party will only use this information for the performance of the Agreement and limit access to the information to third parties who must take note of them for that purpose. The parties guarantee that third parties will be obliged to maintain the confidentiality of the confidential information.
2. Parties undertake mutually not to disclose confidential information, including - but not limited to - product, market, competition, customer, and company data relating to the other party to third parties, unless this information - without that this is caused by the violation of the present confidentiality obligation - is generally known. The parties will only use this information in the context of the performance of their mutual contractual obligations.
3. A party will only notify third parties about the content of the Agreement if prior written permission has been obtained from the other party.

**Agreed and drawn up in duplicate.**

**Signs for seen and agreed by the Client:**

Name:

Date:

Place:

Signature: