

welisa

Master Service Agreement

[NAAM KLANT]

[DDMMJJJJ]



MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”, named “MSA_[NAAM KLANT]_[DDMMJJJ]”) is made on the 3rd of June 2024 between:

Welisa B.V. stated at Citadel 28-3, 3905 NK Veenendaal, The Netherlands with its seat registered at the Dutch Chamber of Commerce under no. 74430513 hereinafter referred to as “Welisa” or “Supplier”.

and

[NAAM KLANT] stated at [STRAATNAAM & NR., POSTCODE & PLAATSNAAM] with its seat registered at the Dutch Chamber of Commerce under no. [KVK-nummer] hereinafter referred to as [“NAAM KLANT”] or “Customer”.

WHEREAS

- (A) The Supplier is a Salesforce Consultancy company providing Consultancy services on IT solutions based on or connected with Salesforce;
- (B) The Customer is interested in ordering services to be performed by the Supplier;
- (C) The Supplier has agreed to provide certain consultancy services based on Customers’ orders to the Customer and/or any affiliated entities;
- (D) By this Agreement the Parties wish to regulate the terms and conditions under which the Supplier provides such services.

DEFINITIONS

- a. **Agreement** – means this Master Agreement, including Annexes and executed Statements of Work which shall all be deemed a one single contract;
- b. **Consultant** – means the person(s) delegated by the Supplier to provide services under this Agreement and executed Statement of Work;
- c. **Statement of Work (SoW)** – means an order for the Supplier’s services, executed by the Parties. Each Statement of Work shall specify: the scope of services (work) and its description, deliverables, period of Statement of Work, number of Consultants’ providing services, the model of cooperation (especially: onsite/offsite model), Working Hours’ definition, fees (fixed price or time and material basis), and other necessary details. The template of the Statement of Work is included in Annex 1 to this Agreement;
- d. **Working Day** – means each day from Monday to Friday during Working Hours except for bank holidays in The Netherlands;

- e. **Working Hours** – means hours from 8.30 am till 5 pm (08.30h - 17.00h) during a Working Day.
- f. **General Terms & Conditions** – Terms & conditions that apply to this Agreement & all other connected agreements (E.G. SoW's). General Terms & Conditions are included in Annex 2 to this Agreement.
- g. **Support** – Refers to the provision of assistance, guidance, and maintenance services to address issues, answer inquiries, and ensure the effective operation of the systems, products, or services covered under this Agreement. Support may include troubleshooting, technical advice, updates, and other measures to resolve problems or optimize performance, as outlined in the agreed Service Level Agreement (SLA) or support schedule. Project support focuses on addressing needs specific to a defined project scope and timeline.
- h. **Service Level Agreement (SLA)**– Defines the performance standards, response times, and responsibilities for services provided.

1. SERVICES AND SCOPE OF WORK

- 1.1. **Services.** This Agreement establishes rules for the performance of Information and Technology (IT) services by the Supplier for the Customer. The Supplier agrees to provide to the Customer IT services as are described on such Statements of Work as are executed from time-to-time by both Parties to this Agreement.
- 1.2. **Scope of Work.** The specific scope of ordered works shall be described in a Statement of Work.
- 1.3. **Statement of Work.** Statement of Work is considered to be agreed if signed by both Parties. Statement of Work may be transmitted in electronic form (via e-mail or e-signature tool). Template of Statement of Work is specified in Annex 1 (attached to this Agreement).

2. SUPPORT & SERVICE LEVEL AGREEMENT

- 2.1. **Support** services include handling a range of activities such as responding to inquiries, minor or standard changes. Tasks qualifying as minor adjustments are those that do not substantially modify the data model [E.G.: creating/changing flows, add/remove fields, bug fixes, small UI changes, etc.]. Larger or more complex requests will be managed as separate project(s) and scoped through a Statement of Work (SoW).

2.2. Support Contact is, unless otherwise agreed, available according the following schedule:

Support contact information	
Availability (Working Days)	08.30h - 17.00h
Support phone	+31(0)85 130 49 35
Support Email	support@welisa.com
Online Portal (SLA customers only)	https://app.welisa.com

2.3. Service Level Agreement (SLA) can be selected. Ensuring that Customers' Salesforce environment is both reliable and future-proof. Through a SLA, we guarantee dependable support and commitments. Without a SLA we'll still provide our services but against other tariffs and without any performance indicators.

2.4. Basic, Premium or Custom are levels of support that can be chosen. Each level has its own monthly fixed fee, contains performance indicators and services that are included in the package.

	Basic	Premium	Custom
Monthly fee	€ 125,-	€ 225,-	Tailored to need
Telephone and email support	08.30h - 17.00h	08.30h - 17.00h	Tailored to need
Response Time (Working Hours)	24 hours	8 hours	Tailored to need
Health Check	Once per year	Twice per year	Tailored to need
Access Ticketing System	1 user	3 users	Tailored to need
Blueprint-session	N/A	Once per year	Tailored to need
API & Integration Support	N/A	N/A	Optional
Proactive Monitoring	N/A	N/A	Optional
Hourly rate	€ 155,-	€ 150,-	Tailored to need

2.4.1. Service Level Definitions

- a. **Telephone and Email Support** - The possibility to contact the support team via telephone and/or email. This type of support is often used for questions, issues or requests.
- b. **Response Time** - The time it takes to provide an initial response to a report question, issue or request. Time may vary depending on the priority of the request and the agreements in the SLA. Response time indicates that a confirmation or start of action takes place, but not necessarily that the issue is resolved.

- c. **Health Check** - A review of the Salesforce environment (and potential integrations) to check whether everything is functioning correctly. Possible risks, weaknesses, or optimization opportunities are identified during this process. A health check can focus on performance, security, usability, or technical stability.
- d. **Access Ticket System** - The possibility to use an online platform (ticket system) to submit, track, and manage reports or support requests. The system centralizes communication and makes it easier to monitor progress.
- e. **Blueprint-session** - A strategic session in which a blueprint is created for a project, process, or implementation. The goal is to define clear objectives, requirements and steps to be taken. This serves as a roadmap for further development or execution.
- f. **API Integration Support** - Support for integrations between Salesforce and/or Mulesoft and external applications via APIs (Application Programming Interfaces). This includes assistance with maintaining integrations to ensure seamless data exchange between systems.
- g. **Proactive Monitoring** - Continuous monitoring of systems to detect and prevent issues before they have an impact. This can range from monitoring performance, integrations, and security to checking for error messages.
- h. **Hourly Rate** - The amount charged per hour, rounded to 15-minute increments, for additional services or work outside the agreed SLA.

2.5. **Chosen SLA**- Customer selected the service level as seen in the table below:

Service Level Agreement	basic	premium	custom	NO SLA
Select which SLA is applicable to this MSA. NOTE: If 'custom' is selected an additional agreement has to be defined.				

3. DUTIES OF THE PARTIES

3.1. **Duties.** While performing each Statement of Work and its obligations under this Agreement:

- a. The Supplier shall:
 - i. provide an adequate (team of) Consultant(s) to complete the services specified in the Statement of Work within the time frame set forth therein;
 - ii. if the fee is calculated on a time and materials basis, provide the Customer's Project Manager with a time sheet for each month of service performance which shall specify works rendered in previous month by Consultants and man-hours spent by each Consultant on performance of the relevant works;

- b. Customer shall:
- i. provide the Supplier and Consultants with data and details necessary for the performance by the Supplier of the services. If so agreed in a SoW, Customer shall provide Consultant(s) with specific, resources (e.g. project manager, key-users) or software required to perform the services;
 - ii. verify monthly time sheets provided by the Supplier. Customer shall reasonably pursue to notify the Supplier of any objections to time sheet within five (5) Working Days after receiving thereof. Unless any objections are notified, time sheet is considered to be accepted after the lapse of said period; however, failing to notify within the aforementioned period by Customer does not relieve the Supplier of any of its liabilities or responsibilities hereunder;
 - iii. pay to the Supplier the agreed fee for the ordered services.
- 3.2. **Monitoring scope of works**, time schedule and resources provided by the Supplier according to each Statement of Work should be reviewed on a monthly basis and adjusted by mutual agreement between the Customer and the Supplier.
- 3.3. **Change in Resources**. The Parties agree that any change in the resource structure will be discussed and mutually agreed in writing (email acceptance will be sufficient) between the Customer and the Supplier prior to the change taking place.
- 3.4. **Quality of services**. The Supplier shall perform all services with high care, skill, foresight and diligence, in accordance with applicable professional standards currently recognized by its profession, and to the satisfaction of the Customer. In the case the Customer is dissatisfied with the quality of services performed by the Supplier, the Customer shall inform the Supplier's representative set out in Section 7 about its dissatisfaction. The Parties shall discuss the reasons of dissatisfaction and, as a first option, strive to mutually agree on possible remedies.
- 3.5. **Offsite/onsite model**. The Offsite services shall be performed during Working Hours, unless otherwise specified in a relevant Statement of Work. Onsite services shall be performed at the Customer premises (specified in 7.2 of this document) during Working Hours. Unless otherwise agreed by the Parties, the Supplier and its subcontractors shall observe the working rules and policies of the Customer while working on Customer's premises, provided that they were communicated to the Supplier and/or its subcontractors prior to commencement of services.
- 3.6. **Independent Contractor**. The Supplier is an independent contractor. Neither the Supplier nor Consultants and other Supplier's employees are, or shall be deemed for any purpose to be, employees of the Customer. The Customer shall not be responsible to the Supplier,

Consultants, the Supplier employees or any governing body for any payroll-related taxes related to the performance of the services. The Supplier shall not act nor represent itself, directly or by implication, as an agent of the Customer and the Supplier shall have no authority to bind Customer with respect to third parties.

4. PROJECT MANAGEMENT

- 4.1. **Project Manager Designation.** Each Statement of Work shall contain details for the Customer's and the Supplier's Project Manager designation. Or, at least, Customer's and the Supplier's primary contact related to the specific Statement of Work.
- 4.2. **Communication/teleconferences.** The Parties agree that, in order to maintain smooth cooperation, teleconferences of the Parties' representatives will take place whenever requested by any of the Parties.
- 4.3. **Communication/email.** The Parties will report all remarks, reservations and suggestions in electronic form (via e-mail) to the Project Manager designated by each Party.

5. FEES

- 5.1. **Fees.** The Supplier agrees to invoice the Customer, monthly in arrears for services provided to the Customer by the Suppliers under each Statement of Work which specifies that services performed thereunder are to be performed on a time and materials basis. The Supplier agrees to invoice the Customer for services provided to the Customer by the Suppliers under each Statement of Work which specifies that services performed thereunder are to be performed on a time and material basis in accordance with the schedule of payments set forth in the Statement of Work. Unless provided otherwise, all fees included herein and/or in the relevant Statement of Work are net prices (VAT Excluded).
- 5.2. **Fee rates.** Fee calculated on a time and materials basis shall be calculated on the basis of the number of man-hours that were contracted by the Customer and the relevant standard rate listed below:

The Supplier Engineer Role	Standard hourly net rate (EURO)
Salesforce Consultant	€ 145,-
Salesforce Developer	€ 145,-
Salesforce Architect	€ 145,-
Business Analyst	€ 145,-
Project Manager	€ 145,-

Support without SLA	€ 175,-
Support with SLA	According chosen level (Basic, Premium or Custom)
Travel costs, fixed fee per person per day	€ 110,-

Surcharge outside Working Hours is applicable. Work outside Working Hours may only occur on specific request by Customer or if the situation requires. Both situations need to be agreed by Customer and Supplier. Surcharges are as following:

Period	08.30h – 17.00h	17.00h – 24.00h	24.00h – 08.30h
Working Days	100% (standard rate)	150%	200%
Saturday	150%	200%	200%
Sunday & dutch public holidays	200%	200%	200%

The Parties may agree on different rates in specific Statement of Work.

6. TERM AND TERMINATION

- 6.1. **Term.** This Agreement shall commence on the date of its execution and shall continue in full force and effect for an initial term of 12 months. Thereafter, the Agreement will automatically renew for successive 12-month periods unless and until terminated in accordance with the provisions of this Agreement.
- 6.2. **Termination for convenience.** This Agreement shall remain in effect for the duration of the initial term and cannot be terminated for convenience before the end of that term. Either Party may elect not to renew the Agreement beyond the initial term by providing written notice at least two months prior to the end of the initial term. After the initial term, either Party may terminate this Agreement for convenience by providing written notice and observing a three-month notice period.
- 6.3. **Immediate termination for cause.** Either Party may terminate this Agreement and the Statements of Work (by written notice), either in full or in part, with immediate effect if the other Party materially breaches any term of this Agreement or Statement of Work which is irremediable or (if such breach is remediable) fails to remedy that breach within fourteen (14) days after being notified in writing to do so.
- 6.4. **Result of termination.** In case of termination of the Statement of Work, the Party collects deliverables provided upon performance of the terminated Statement of Work, however the other Party shall pay fees for deliverables provided. Termination of this Agreement does not cause termination of executed Statements of Work the obligations under which are duly fulfilled at the effective date of termination.

7. NOTICES

- 7.1. Any notice, request, demand or other communication to be given or made hereunder shall be in writing and addressed to the Party concerned at its address specified below and shall be effective upon receipt by such Party, including transmission via e-mail to authorized representatives.
- 7.2. The relevant addresses and phone numbers of each Party for the purpose of this Agreement are as follows:

Customer information

Primary contact: [NAAM PRIMAIR CONTACTPERSOON]

Primary contact phone: [TELEFOONNUMMER PRIMAIR CONTACTPERSOON]

Primary contact Email: [MAILADRES PRIMAIR CONTACTPERSOON]

Invoices should be addressed to:

Company name:

Company address:

Full name:

Billing Email: [MAILADRES VOOR FACTURATIE]

Billing CC Email:
(optional)

Finance Email:
(in case Welisa has questions)

Onsite work location(s) (if other than invoice address)

Address #1

Address #2

Address #3

Supplier information

Address: Citadel 28-3, 3905 NK Veenendaal

Primary contact: Riekus Ritskes

Primary contact phone: +31 (0)85 130 49 35

Primary contact Email: riekus.ritskes@welisa.com

Other contact information

Finance Email: finance@welisa.com

Finance phone: +31(0)85 130 49 35

7.3. **Complete Agreement.** This Agreement and each Statements of Work entered into hereunder set forth the entire, final and exclusive understanding of the Parties as to the subject matter therein and may not be modified except in a writing executed by both Parties. There are no representations, understandings or agreements hereto or thereto which are not fully expressed herein or therein.

7.4. **Obligation to Inform.** Each Party shall promptly inform the other Party of any event which constitutes a breach of contract, adversely affects or may affect the performance of the Party, or which would be otherwise important for the other Party to be aware of.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the date of the last signature below.

Welisa B.V.:

[NAAM KLANT]

Name: _____
Title: _____
Place: _____
Date: _____

Name: _____
Title: _____
Place: _____
Date: _____

Signature:

Signature:

Annexes:

- Annex 1: Template Statement of Work (SoW)
- Annex 2: General Terms & Conditions

ANNEX 1

Template Statement of Work (SoW)

1. PARTIES

Welisa B.V. stated at Citadel 28-3, 3905 NK Veenendaal, The Netherlands with its seat registered at the Dutch Chamber of Commerce under no. 74430513 hereinafter referred to as “Welisa” or “Supplier”.

and

[NAAM KLANT] stated at [STRAATNAAM & NR, POSTCODE & PLAATSNAAM] with its seat registered at the Dutch Chamber of Commerce under no. [KVK-nummer] hereinafter referred to as [“NAAM KLANT”] or “Customer”.

2. BACKGROUND AND PURPOSE

This agreement document is a Statement of Work as referred to in Master Services Agreement between Welisa and Customer dated XXXXXX (“Master Agreement”). The provisions of the Master Agreement shall apply to this SOW. In case of conflict between the provisions of the Master Agreement and provisions of this SOW, the latter shall prevail.

Topic	Description
Customer’s contact person	[NAAM contactpersoon klant SoW]
Customer’s invoicing reference (PO#)	[PO-NUMMER] (niet verplicht)
Supplier contact(s):	[alleen toegepaste personen benoemen]
Project Manager	[Naam, mail en evt tel.nummer]
Lead Consultant	[Naam, mail en evt tel.nummer]
Consultant	[Naam, mail en evt tel.nummer]
Developer	[Naam, mail en evt tel.nummer]
Business Analyst	[Naam, mail en evt tel.nummer]
Accountmanager	[Naam, mail en evt tel.nummer]
Model of cooperation:	[Onsite/Offsite or both]
Onsite Location(s):	
Scope of Work:	[Omschrijving werkzaamheden, verwijzen naar bijlage met specifieke details mogelijk, beschrijf hier dan in een paar hoofdpunten de opdracht]

TIME SCHEDULE

Topic	Description
Term of this Statement of Work	[DOORLOOPTIJD BENOEMEN EVT. ONDERSTEUND DOOR CONCRETE PLANNING]
Supplier team, roles & responsibilities:	[In te zetten rollen en hun verantwoordelijkheden benoemen]
Project Manager	
Lead Consultant	
Consultant	
Developer	
Business Analyst	
Account Manager	
Customer team, roles & responsibilities:	Team aan klantzijde benoemen denk aan Project Manager, Key-Users e.d. Vooral belangrijk om te benoemen wie verantwoordelijk is voor input werkzaamheden. Dat kunnen wij zijn maar kan ook klant zijn..
Project Manager	
Product Owner	
Key-User Sales	
Key-User Service	
Third-Party (Parties)	Evt. betrokken derde partijen benoemen.

3. FEES

The fee calculation basis is based on time and material. Our work is estimated on the basis of best practices and experiences.

Description	Days	Hours	Hourly Rate	Totals
Salesforce Consultancy	xx	xx	€ xx	€ xx,-

[NAAM KLANT] will receive a deposit invoice as outlined in the schedule below. The first invoice will be issued after signing this Statement of Work (SoW). The hours worked will be deducted from the prepaid amount. Subsequently, invoicing will be based on actual costs at the end of each month.

Payment schedule:	
Hourly Rate	€ xxx
Day Rate	€ xxx
Travel Costs (fixed fee per person per day)	€ 110,-
Down Payment (50% of estimation)	€ xxx
After Down Payment	Time & Material

4. OTHER TERMS AND CONDITIONS:

This SoW is a part of the Master Service Agreement. General Terms and Conditions apply to this SoW. The schedule for the start of the collaboration will be finalized after this agreement is signed or, if quoted, after the payment of the Down Payment.

Provisions

The Customer will ensure to equip Supplier staff with the necessary utilities to execute the above tasks efficiently, such as:

- Correct Salesforce (or Salesforce related) licenses to execute the tasks efficiently
- All other licenses required for the performance of the services are obtained and provided at their expense.
- Customer agrees with the General Terms & Conditions (Annex 1) and the descriptions in this document.

Both companies will provide the necessary connectivity in a secured setup to perform above tasks. Such provision will be at own expense for work executed from each company's site.

Welisa B.V.:

[NAAM KLANT]

Name: _____
Title: _____
Place: _____
Date: _____

Name: _____
Title: _____
Place: _____
Date: _____

Signature:

Signature:

Annex:

- Annex I: General Terms & Conditions

ANNEX 2

General Terms & Conditions

Article 1 Scope

1. These General Terms and Conditions apply to all assignments, offers and agreements to which Welisa B.V. (Welisa) (Chamber of Commerce 74430513) is party, unless otherwise expressly agreed in writing.

2. All offers are without obligation. Any purchasing or other conditions of the Customer do not apply, unless expressly accepted by Welisa in writing.

Article 2 Entering into an agreement

1. Agreements and any further agreements, which have not been entered into in writing, are only binding after written confirmation by Welisa.

2. Welisa's obligations never go beyond what has been confirmed in writing by Welisa.

Article 3 Quotation and conclusion of agreement

1. All written offers from Welisa are without obligation and valid for 14 days after date of issue, unless the offer explicitly states otherwise in writing. If client has not accepted the offer within the aforementioned term, the offer will lapse unless an extension of the offer has been agreed in writing. After expiry of the offer, Welisa is entitled to change the offer.

2. The offer is based on information provided by client, whereby Welisa

relies on the correctness and completeness of this information.

3. An agreement is only concluded after both client and Welisa have signed in writing either the acceptance of the offer or confirmation of assignment.

Article 4 Cooperation by the client

1. Client shall always provide Welisa with all data or information in a timely manner that is useful and necessary for the proper execution of the agreement and shall cooperate fully. 2) Client guarantees the correctness, completeness and reliability of the information provided to Welisa, also when this comes from third parties.

2. If the execution of the agreement is delayed because client does not fulfill its stated obligation or if the information provided by client does not meet the stipulations, the additional costs resulting from this, including the additional work required by Welisa, will be for client's account.

Article 5 Performance

1. Welisa accepts an effort obligation in the execution of the agreement and will execute this agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.

2. In carrying out the agreement, Welisa will as far as possible take into account any reasonable wishes

client may have, provided that, in Welisa's opinion, this is conducive to the proper execution of the agreement.

3. If and insofar as required for the proper execution of the agreement, Welisa has the right to have certain work performed by third parties.

Article 6 Modifications and additional work

1. During the execution of the agreement parties may agree to modify and/or extend the approach and scope of the agreement and resulting work.

2. These additional activities will be reimbursed by client in accordance with Welisa's usual rates.

3. Client accepts that changes to the work referred to in Article 6.1 may affect the agreed or expected period for the completion of the agreement.

4. If in the opinion of Welisa a change in the execution of the agreement is necessary to fulfill its obligations to client, Welisa is authorized to make that change, in reasonableness and fairness.

5. Requests by client to change already planned consultancy day(s) have to be aligned by client with Welisa 14 days before the planned consultancy day(s). Changes communicated less than 14 days cannot be processed and the planned days will be invoiced.

Article 7 Fee / Remuneration

1. When concluding the agreement parties shall agree to an hourly rate or a fixed fee.
2. Both rates are exclusive of VAT (Value Added Tax).
3. For appointments/assignments shorter than 8 hours on location, travel time is counted as working time. This does not include travel time that takes place outside regular office hours (8:30 am to 5:00 pm).
4. Time needed for on demand support activities (e.g. requests via support@welisa.com) are charged per 15 minutes (0:25 hour).
5. Unless otherwise agreed in writing, Welisa has the right to adjust prices annually in keeping with inflation, using the price inflation index determined by Statistics Netherlands (CBS price index figure for the economic activity Information and Communication (category J)). Welisa does not inform the contracting party in writing of this correction, other than an indication on the invoice. This inflation correction offers no reason to terminate the agreement.
6. Travel expenses: for travel costs, the fixed rate is € 110,- per onsite visit per deployed consultant for travel within the Netherlands. Outside the Netherlands, separate agreements are made. Accommodation costs paid by Welisa will be 100% reimbursed by the client unless otherwise agreed.

Article 8 Rates and payment

1. Payment by the client shall be made within 14 days of the invoice

date, without discount or setoff, by transfer to a bank account to be designated by Welisa.

2. client shall pay 50% of the agreed fee in advance, unless the parties have agreed otherwise in writing.
3. Should the client not pay the amounts due within the agreed term, it will be in default without notice of default. Welisa is then entitled to hand over the claim in which case the client shall, in addition to the total amount due, also be obliged to reimburse extrajudicial collection costs, the amount of which is determined at 15% of the total amount due, and of any legal costs.

4. Should the client not pay the amounts due within the agreed term Welisa reserves the right to charge statutory interest from 30 days after the invoice date until the day on which payment is received.
5. Should the client have objections to an invoice from Welisa, the client shall notify this within 14 days of the invoice date. The client has up to 14 days after the invoice date to motivate this objection in writing. If the client has not complied with the above, the client is deemed to have accepted the invoice.

6. In case of any delay in excess of twenty-one (21) days from the due date in the payment of the fees to the Supplier, the Supplier may, with a seven-day prior notice, withhold the performance of its services provided for the Customer until the Customer pays the overdue amount.

7. All prices are exclusive of VAT and other government levies.

Article 9 Time limits

1. Exceeding an agreed (delivery) time does not entitle client to cancel the agreement, or to refuse the purchase of or payment for services, unless he has further set Welisa in writing a reasonable term for the delivery and Welisa has also not fulfilled its obligations within this term.

Article 10 Force majeure

1. In the event of force majeure, the delivery and other obligations of Welisa shall be suspended. In that case Welisa is still obliged to deliver as soon as reasonably possible. Force majeure is equated with unforeseen circumstances with regard to persons and/or material that Welisa uses or tends to use in the execution of the agreement, which are of such nature that the execution of the agreement is therefore impossible, or so objectionable and/or becomes disproportionately expensive that prompt compliance with the agreement cannot be reasonably expected from Welisa.
2. Such circumstances include: government measures, business, traffic and or transport disruptions, disruptions in the delivery of a finished product, raw materials and/or aids/devices, sickness of deployed personnel, strikes, exclusions, obstacles by third parties, or unforeseen technical complications for either or both parties etc. If Welisa has already partially fulfilled its obligations upon commencement of the force majeure, Welisa is entitled to invoice

the already delivered services separately and client is obliged to pay this invoice as if it were a separate transaction.

Article 11 Liability

1. Except to the extent that this is impossible under Dutch law, any liability of Welisa is limited to the amount paid out in the relevant case by its liability insurance. If for whatever reason no payment by the insurance might occur, any liability shall be limited to compensation for direct damage up to a maximum of the amount at the moment of the fault declared contractual sum.
2. The total liability of Welisa due to an attributable shortcoming in the fulfillment of the agreement is limited to compensation of the direct damage up to a maximum of the amount of the contract sum declared up to the time of the fault. For assignments with a duration longer than 1 year, the compensation is limited to a maximum of 1 times the annual fee.
3. The liability of Welisa due to an attributable shortcoming in the fulfillment of the agreement only arises when the client immediately and properly declares Welisa in default in writing and thereby setting a reasonable period for remedying the shortcoming, and Welisa after that period still continues to fail to fulfill its obligations.
4. Welisa is not liable for damage caused by client's failure to provide accurate information in a timely manner which, in the opinion of Welisa, is necessary for the proper execution of the agreement.

5. Apart from the liability referred to in Article 11 paragraph 1, Welisa is not liable for any compensation to client and/or third parties, regardless of the ground on which an action would be based.

6. In any event, a claim lapses if Welisa has not been notified in writing within one year of the discovery of an event or circumstance that gives or may give rise to liability.

Article 12 Confidentiality

1. Welisa shall ensure the confidentiality of all data and information made available by client to Welisa in the context of the Agreement.
2. Except for obligations that the law, or an authorized governmental body, imposes on Welisa to disclose information, Welisa is obliged to observe confidentiality of information submitted by the client to Welisa and designated as confidential, or information that Welisa may assume has this status. If Welisa is obliged - on the basis of a statutory provision or a court decision - to provide confidential information to third parties designated by law or the competent court and the client cannot invoke a right to privilege recognised or permitted by a legal or competent court in this regard, Welisa is not liable for any damages and is not obliged to pay compensation.
3. Communications made in the context of the execution of an agreement by Welisa on behalf of client are made at client's own expense and risk.

4. Welisa reserves the right to use the knowledge gained through the execution of the Agreement for other purposes, insofar as no confidential information is disclosed to third parties.

Article 13 Cancellation

1. Welisa reserves the right to cancel agreements in whole or in part in the event of such a change in law, regulations, case law or (semi) government policy whereby fulfillment by Welisa can no longer be reasonably expected. In such cases, Welisa must notify client in writing of the cancellation. In such cases, client is not entitled to claim compensation.

Article 14 Termination

1. Premature termination of an agreement by the client is only possible when this has been expressly agreed in writing or under payment of the amount due until the original end of the agreement, unless the parties have agreed another payment in writing.
2. Welisa is entitled to suspend its obligations or immediately terminate the agreement in the event that the obligations under the agreement are not fulfilled by the client.
3. Welisa may terminate the agreement immediately in case of bankruptcy, suspension of payments, liquidation, sequestration, debt restructuring or death.
4. In the event of termination Welisa is not liable for any compensation on termination and the claims of Welisa are immediately due and

payable after termination.

Article 15 Non-Solicitation

1. During the Term and for one (1) year thereafter, client shall not for any reason, directly or indirectly, recruit, solicit or otherwise induce or attempt to induce any employee of Welisa to leave the employment of Welisa, nor hire any such employee at client or any enterprise with which client is affiliated.
2. During the Term and for one (1) year thereafter, client shall not for any reason, directly or indirectly, recruit, solicit or otherwise induce or attempt to induce any employee of subcontractor of Welisa dedicated to the agreed assignment to leave the employment of the subcontractor, nor hire any such employee at client or any enterprise with which client is affiliated.

Article 16 Applicable law

1. All agreements are subject to Dutch law.

Article 17 Disputes

1. All disputes between Welisa and client that may arise as a result of this Agreement or from agreements and deeds resulting from it, shall in the first instance be settled through legal proceedings before the competent court in Amsterdam.
2. All judicial and extrajudicial costs reasonably incurred as a result of client's failure to fulfill obligations arising from the agreement will be for client's account.

Article 18 Final provision

1. Welisa is authorized to change these General Terms and

Conditions. The most recently filed version of the General Terms and Conditions applies.

2. In the event that one or more provisions of these General Terms and Conditions proves to be null and void, these General Terms and Conditions will remain in effect for the remainder of the provisions. In that case, a legally valid provision will replace the void or voided provision(s), which comes as close as possible to the void or voided provision(s) with regard to content, scope and effect.
3. The client is not entitled to transfer his/her rights and obligations under the agreement without prior written permission from Welisa.

Article 19 Intellectual property rights

1. With effect from the date when payment of the fees for the work is done, any and all deliverables of this work produced under this Agreement shall be the sole and exclusive property of, and all copyrights (including the right to modify and reassign) and other intellectual property rights to the same shall exclusively belong to the Customer (within all fields of use, in particular those defined in the Act on Copyright and Related Rights), and the Supplier shall not have any right, title, interest or license therein, subject to specific provisions agreed by the Parties in the Statement of Work. The Customer is authorized to use deliverables till the due date of the relevant fee.

Article 20 Miscellaneous

1. Severability. If any provisions of this Agreement shall be held by a court

of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties will try to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the Parties originally embodied in this Agreement including the illegal or unenforceable provision.

2. Waiver. Failure by either Party to enforce any provision of the Agreement shall not be deemed a waiver of that or any other provision.
3. Conflict. If there is any conflict between the provisions of this Agreement and provisions of agreed Statement of Work, the provisions of the agreed Statement of Work govern.
4. Assignment. Party may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any such attempt at assignment shall be void. Each Party is entitled to assign this Agreement to its affiliates or in connection with a merger or acquisition procedure regarding thereof.
5. Modifications. No modification, amendment, supplement to or waiver of this Agreement or any Annex hereunder, or any of their provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both parties.

ANNEX 3

Data Processing Agreement

This Processing Agreement forms an integral part of the arrangements between the Parties as agreed upon on **DATE** (hereinafter referred to as: "the Agreement").

1. PARTIES

Welisa B.V. stated at Citadel 28-3, 3905 NK Veenendaal, The Netherlands with its seat registered at the Dutch Chamber of Commerce under no. 74430513 hereinafter referred to as "the Processor".

and

[NAAM KLANT] stated at **[STRAATNAAM & NR., POSTCODE & PLAATSNAAM]** with its seat registered at the Dutch Chamber of Commerce under no. **[KVK-nummer]** hereinafter referred to as "the Controller".

whereas

- The Controller has entered into an agreement with its clients and the Controller wishes to engage the Processor in the performance of that agreement;
- The Controller and the Processor entered into an agreement (hereinafter referred to as: 'the Agreement') for the benefit of the above on DATE for the purpose of NAME;
- The Processor may be considered a Processor within the meaning of Article 4(8) of the General Data Protection Regulation (hereinafter referred to as: 'the GDPR') in the performance of the Agreement;
- The Controller is considered the Controller within the meaning of Article 4(7) of the GDPR;
- Reference made in this Processing Agreement to personal data refers to personal data within the meaning of Article 4(1) of the GDPR;
- The Controller will determine the purposes and means for the processing to which the conditions as set out in this agreement apply;
- The Processor is prepared to do so and is also prepared to comply with obligations relating to security and other aspects of the GDPR, insofar as this is within its power;

- The GDPR imposes on the Controller the obligation to ensure that the Processor provides sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out;
- The GDPR additionally imposes on the Controller the obligation to ensure compliance with those measures; The Parties wish to lay down their rights and obligations in writing by means of this processing agreement (hereinafter referred to as: 'the Processing Agreement'), partly in view of the requirements under Article 28(3) of the GDPR
- Reference made in this Processing Agreement to provisions of the GDPR until 25 May 2018 will refer to the corresponding provisions of the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens, hereinafter referred to as: 'the Wbp');

have agreed as follows

Article 1. Purposes of the processing

1.1 The Processor undertakes to process personal data on the instruction of the Controller, subject to the conditions of this Processing Agreement. Processing will only take place within the framework of the Processing Agreement and for the purpose of NAME, and in order to achieve those objectives that have been laid down in the Agreement in mutual consultation.

1.2 The personal data that the Processor processes or will process within the framework of the Agreement and the categories of data subjects to whom the personal data pertain are set out in Annex 1. The Processor will refrain from using the personal data for any purpose other than that determined by the Controller. The Controller will inform the Processor of the purposes of the processing insofar as these are not already stated in this Processing Agreement.

1.3 The Processor has no control of the purposes and the resources for the processing of personal data. The Processor

will refrain from making any independent decisions with regard to the receipt and the use of the personal data, the provision thereof to third parties and the duration of storing personal data.

Article 2. Obligations of the Processor

2.1 With regard to the processing as referred to in Article 1, the Processor will ensure compliance with the conditions set by the Wbp and the GDPR with regard to the processing of personal data by the Processor based on its role.

2.2 The Processor will inform the Controller, at the latter's request and within a reasonable term, of the measures that it has taken in order to meet its obligations pursuant to this Processing Agreement.

2.3 The Processor's obligations arising from this Processing Agreement also apply to any party processing personal data under the authority of the Processor.

2.4 Under no circumstances will the processing of data by the Processor cause the Processor's databases to be expanded with data taken from the data sets provided by the Controller, unless it concerns the data in an aggregated, non-traceable form. In such case, the Processor is allowed to use these data for its own other purposes.

2.5 The Processor will notify the Controller without delay if it feels that an instruction provided by the Controller violates the legislation referred to in paragraph 1.

Article 3. Transfer of personal data

3.1 The Processor may process the personal data in countries within the European Economic Area (hereinafter referred to as: 'the EEA'). Transfer to countries outside of the EEA is only permitted where it is done on the prior instruction/with the prior consent of the Controller, or where one of the adequate safeguards within the meaning of the GDPR is in place.

Article 4. Division of responsibility

4.1 The Processor will carry out the permitted processing activities within a computerised or semi-computerised environment.

4.2 The Processor is solely responsible for the processing of the personal data under this Processing Agreement, in accordance with the instructions of the Controller and under the express ultimate responsibility of the Controller. The Processor is not responsible for any other processing of personal data, which in any case includes but is not limited to collection of personal data by the Controller, processing for purposes that the Controller has not reported to the Processor and

processing by third parties and/or for other purposes. The responsibility for any such processing lies solely with the Controller.

4.3 The Controller guarantees that the contents, the use and the instruction to process the personal data as referred to in the Processing Agreement are not unlawful and do not constitute a breach of any right of third parties.

4.4 From the moment that the GDPR enters into effect on 25 May 2018, the parties will keep a register of the processing provided for in this Processing Agreement.

Article 5. Engagement of third parties or subcontractors

5.1 The Controller hereby gives the Processor its consent to engage a third party in the processing of the personal data pursuant to this Agreement, with due observance of the applicable privacy legislation.

5.2 At the Controller's request, the Processor will inform the Controller as soon as possible of the third parties engaged by it. The Controller has the right to object to any third party engaged by the Processor. If the Controller objects to third parties engaged by the Processor, the Parties will consult in order to reach a solution.

5.3 The Processor will in any case ensure that these third parties assume the same obligations in writing as those agreed between the Controller and the Processor. The Processor warrants correct compliance with these obligations by such third parties and will, in the event of errors committed by such third parties, be liable towards the Controller for any loss suffered as if it had committed the errors itself.

Article 6. Security

6.1 The Processor will make every effort to take appropriate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, interference, alteration or provision of personal data) in connection with the processing of personal data to be performed.

6.2 The Processor will make every effort to ensure that the security provided meets a standard that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with the security measures taken.

6.3 If a vital security measure is found to be absent, the Processor will ensure that the security provided meets a standard that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with the security measures taken.

Article 7. Duty to report

7.1 In the event of a data leak (which must be understood to denote a breach of the security, leading to the destruction, loss, alteration or unlawful provision of, or unlawful access to, data that have been forwarded, stored or otherwise processed, whether accidentally or unlawfully), the Processor will inform the Controller thereof without delay, or no later than within eighty-four (48) hours, on the basis of which information the Controller will decide whether or not it will inform the supervisory authorities and/or the data subjects. The Processor will make every effort to ensure that the information provided is complete, correct and accurate.

7.2 The Controller will ensure compliance with any statutory duties to report. Where necessary in order to comply with legal and/or regulatory requirements, the Processor will cooperate in informing the relevant authorities and, where appropriate, the data subjects.

7.3 The duty to report in any case involves reporting the fact that there has been a leak, as well as, insofar as known to the Processor:

- the date on which the leak occurred (or, if the exact date is not known, the period within which the leak occurred); the cause or suspected cause of the leak;
- the date and the time at which the Processor, or a third party or contractor engaged by the Processor, became aware of the leak;
- the number of people whose personal data have been breached (or, if the exact number is not known, the minimum and maximum number of people whose data have been breached);
- a description of the group of persons whose personal data have been breached, including a description of the type or types of personal data that have been breached;

- whether the data were encrypted, hashed or otherwise rendered incomprehensible or inaccessible to unauthorised parties;
- the measures that are intended to be taken and or have already been taken in order to close the leak and limit its consequences;
- contact details for following up on the report.

Article 8. Rights of data subjects

8.1 In the event that a data subject submits a request to exercise its statutory rights to the Processor, the Processor will forward the request to the Controller and inform the data subject thereof. The Controller will subsequently process the request independently. If the Controller requires the assistance of the Processor in handling a request from a data subject, the Processor may charge a fee in respect thereof.

Article 9. Duty of confidentiality

9.1 All personal data that the Processor receives from the Controller and/or collects itself within the framework of this Processing Agreement are subject to a duty of confidentiality towards third parties. The Processor will not use this information for any purpose other than that for which it was provided to the Processor, unless it has been rendered into a form in which it cannot be traced back to the data subjects.

9.2 This duty of confidentiality does not apply insofar as the Controller has given explicit consent for providing the information to third parties, if providing the information to third parties is logically required in view of the nature of the instruction given and the performance of this Processing Agreement, or if there is a statutory obligation to provide the information to a third party.

Article 10. Audit

10.1 The Controller is authorised to have audits performed by an independent IT expert who is bound by a duty of confidentiality in order to verify compliance with all the aspects of this Processing Agreement.

10.2 This audit will only take place after the Controller has requested and assessed any similar audit reports that the Processor has available, and provides reasonable arguments that justify an audit initiated by the Controller after all. Such an audit is justified if any similar audit reports that the Processor has available provide an insufficient or inconclusive answer regarding the Processor's

compliance with this Processing Agreement. The audit initiated by the Controller will take place two weeks after the Processor's prior notification, and no more than once a year.

10.3 As soon as possible and within a reasonable term, with a term of no more than two weeks being considered reasonable unless an urgent interest dictates otherwise, the Processor will cooperate in the audit, and it will make available any information and employees that may reasonably be relevant to the audit, including supporting information such as system logs. The Controller will ensure that the audit causes as little disruption to the other business operations of the Processor as possible.

10.4 The Parties will assess the findings of the audit that has been conducted in mutual consultation and determine on that basis whether or not those findings will be implemented by one of the Parties or by both Parties jointly.

10.5 The reasonable costs of the audit will be borne by the Controller, on the understanding that the costs of the third party to be engaged will always be borne by the Controller.

10.6 The Processor will support the Controller in the performance of a Data Protection Impact Assessment (hereinafter referred to as: 'the DPIA') if the Processor is obliged to do so pursuant to the GDPR. As part of this support, among other things, the Processor will make the information required for the correct performance of the DPIA available to the Controller.

Article 11. Duration and termination

11.1 This Processing Agreement has been entered into for the term determined in the Agreement between the Parties, failing which it will in any case apply for the term of the collaboration.

11.2 The Processing Agreement cannot be terminated prematurely.

11.3 The Parties may only amend this Processing Agreement by mutual written consent.

11.4 After termination of the Processing Agreement, the Processor will destroy the personal data received from the Controller without delay, unless the Parties agree otherwise.

Article 12. Other conditions

12.1 The Processing Agreement and its execution are subject to Dutch law.

12.2 Any dispute that may arise between the Parties in connection with the Processing Agreement will be submitted to the competent court in the district of the court that is also competent to hear any dispute arising within the framework of the Agreement.

12.3 If one or more provisions of the Processing Agreement prove to be legally invalid, the other provisions of the Processing Agreement will remain in force. In such case, the Parties will consult on the invalid provisions in order to agree on a valid replacement provision, the purport of which is as close as possible to that of the provision that is to be replaced.

12.4 If the privacy laws change, the Parties will cooperate in amending this Processing Agreement in order to comply (or continue to comply) with this legislation.

12.5 In the event of conflict between different documents or annexes thereto, the following order of priority will apply:

- a. the Agreement;
- b. this Processing Agreement;
- c. the General Terms and Conditions of the Processor;
- d. any additional terms and conditions.

Thus agreed upon and signed,

Controller

Processor (Welisa B.V.)

Name: _____
Title: _____
Place: _____
Date: _____

Name: _____
Title: _____
Place: _____
Date: _____

Signature:

Signature:

Annex 1: Specification of personal data and data subjects

Personal data

Within the framework of the Agreement, the Processor will process the following regular or special personal data of **NAME** on the Controller's instruction:

Categorie: **NAME**

- **DATA CATEGORY**

The Controller guarantees that the personal data and categories of data subjects as described in Annex A are complete and correct, and indemnifies the Processor against any faults and claims that may result from an incorrect representation by the Controller.