

General Terms and Conditions of Purchase of Aegon Corporate Center B.V.

A. General

These General Terms and Conditions of Purchase apply to the purchase and provision by Supplier of: “services” (Part B); “software” (Part C); “cloud and hosting services” (Part D); “projects” (part E) “goods” (Part F); (jointly and severally referred to hereinafter as “Performance”).

The following documents may also be applicable to the Performance:

- ♦ Main agreement;
- ♦ Appendices to main agreement;
- ♦ Purchase order;
- ♦ Quotation;
- ♦ Data processing agreement (obligatory in the case of processing of Personal Data).

The above documents may be added to these General Terms and Conditions of Purchase and these will then jointly form the Agreement.

In the event of any conflict between the provisions of the various documents, the documents shall prevail based on the following sequence:

- ♦ Data processing agreement (if applicable);
- ♦ These General Terms and Conditions of Purchase;
- ♦ Main agreement;
- ♦ Appendices to main agreement;
- ♦ Quotation.

If a provision in a lower ranked document deviates from a provision in a higher ranked document, it must be explicitly indicated which provision in the higher ranked document is being deviated from; the deviation in the other document will then prevail.

Aegon Corporate Center B.V. or an affiliated party (hereinafter referred to as “Aegon”) is the Party with which Supplier concludes the Agreement obliging it to provide the agreed Performance. Pursuant to the Agreement, it is possible that affiliates, subsidiaries and/or participatory interests [deelnemingen] affiliated with Aegon Corporate Center B.V. will also use this Agreement and/or the Project Result. Aegon Corporate Center B.V. does not, however, stand surety for said subsidiaries and/or participatory interests. The contracting Aegon entities themselves will be independently responsible and liable for entering into and performing such an agreement. If another Aegon entity avails itself of this option, an Agreement will be concluded between that Aegon entity and the Contractor. Where the present Agreement refers to ‘Aegon’, such shall then be taken to mean the Aegon entity concerned.

Supplier is the Party obliged to provide the agreed performance (hereinafter referred to as “Supplier”).

1 Miscellaneous Provisions

- 1.1 No general terms and conditions shall apply to the Performance other than these General Terms and Conditions of Purchase, even if Supplier refers to such in its quotation or in other documents. These General Terms and Conditions are available in Dutch and English. In the event of discrepancies between the Dutch and the English version, the Dutch version prevails.
- 1.2 Supplier shall notify Aegon immediately if it has reason to assume that it will be unable to provide the Performance as agreed.

- 1.3 The Agreement and any wrongful act [*onrechtmatige daad*] by Supplier shall be subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (“Vienna Sales Convention”) and the associated regulations shall not apply. The district court in The Hague, The Netherlands, shall have exclusive jurisdiction.

2. Remuneration

- 2.1 The agreed remuneration shall include all costs (including any contributions and taxes that must be remitted) for the Performance, excluding value added tax (“VAT”), and shall be made in euros, unless otherwise agreed in writing. A Party shall not be entitled to amend the agreed remuneration unilaterally.
- 2.2 Aegon will pay all undisputed and correctly submitted invoices within thirty (30) days of receipt.

Should Aegon dispute the amount or content of an invoice, it will inform Supplier to that effect immediately. During the period of dispute, Supplier shall not be entitled to suspend performance of any part of the Agreement merely with reference to the disputed invoice. Parties shall discuss the invoice concerned within a reasonable period.

- 2.3 All obligations - including those pursuant to tax, healthcare insurance and social security legislation, and also the (Dutch) Placement of Personnel by Intermediaries Act [*Wet allocatie arbeidskrachten door intermediairs*] and the (Dutch) Aliens Employment Act [*Wet arbeid vreemdelingen*] - relating to Supplier’s staff shall be for the account of Supplier. Supplier indemnifies Aegon in respect of any liability relating thereto, including any claims by third parties due to non-payment of taxes and contributions owed by Supplier or a subcontractor of Supplier.
- 2.4 Invoicing and payment shall take place in the manner described in Part F (“Invoicing and Payment”) of these General Terms and Conditions of Purchase.

3. General Rules

- 3.1 In performing the engagement, the Supplier will comply with the applicable laws, regulations, and any applicable collective agreement [*cao*].

The Supplier will maintain a clear and accessible record of all of the employment terms and conditions relating to the performance of the present engagement.

If requested, the Supplier will allow authorised agencies access to these agreements on employment terms and conditions and will cooperate with any inspections, audits, or salary verifications [*loonvalidatie*].

If requested, the Supplier will allow Aegon access to these agreements on employment terms and conditions if Aegon considers this necessary in connection with the prevention or processing of a salary claim relating to work performed in connection with the engagement.

The Supplier is required to impose all of the aforesaid contractual obligations to provide information unabridged on all parties with which it contracts in connection with the performance of the engagement.

The Supplier is also obliged to require these parties to include the aforesaid contractual obligations, unabridged, in any contracts they conclude in connection with the performance of the engagement.

- 3.2 If Supplier or Supplier’s employees are given access to Aegon buildings and/or access to Aegon systems in order to perform the Agreement, Supplier and/or its employees shall comply with Aegon’s security policy and screening policy (further explained in article 17 of these terms), including by undergoing pre-employment screening (“PES”) and by signing a non-disclosure agreement.

- 3.3 Supplier shall notify Aegon immediately of (i) incidents of a criminal nature, (ii) money laundering, (iii) conflicts of interest or corruption, (iv) incidents that may pose a serious threat to the integrity of the business activities, and (v) any other incidents with potentially profound consequences for Aegon. Aegon shall investigate incidents that are reported, with Supplier being obliged to cooperate fully with such investigation. In the light of the investigation, Supplier shall take measures to limit the consequences of the incident and to prevent any future incidents. Aegon may periodically, during the term of the agreement, screen the Supplier and their UBO's (Ultimate Beneficial Owners) which will be checked against the applicable sanction lists, inter alia.
- 3.4 Supplier shall possess all the necessary permits.
- 3.5 Supplier shall not damage the reputation of Aegon in any way whatsoever.

4. Privacy

- 4.1 If data that can be traced to a natural person (Personal Data) is to be processed by Supplier on the basis of the Agreement (whether inside or outside the Aegon environment), Supplier shall only process such Personal Data within the meaning of the General Data Protection Regulation (GDPR). Dutch: Algemene Verordening Gegevensbescherming (AVG).
- 4.2 Supplier shall:
- a) Process Personal Data to the extent and in the manner necessary for the Performance or for compliance with the applicable legislation and regulations;
 - b) Process Personal Data confidentially and in accordance with article 6 of these General Terms and Conditions of Purchase;
 - c) Not process any Personal Data outside the European Union. Supplier shall report where the Personal Data is being processed. Personal Data shall not be transferred to a different location without the prior written consent of Aegon. Aegon shall be entitled to attach conditions to such consent;
- 4.3 In case the Supplier is a Processor as referred to in the GDPR, the Supplier will:
- a) Only process Personal Data on the instructions of Aegon
 - b) Not have Personal Data processed by sub-processors without the prior written consent of Aegon. Aegon shall be entitled to attach conditions to such consent;
 - c) Take suitable technical and organisational measures in order to protect the Personal Data from deletion, loss, or unlawful publication or other unlawful processing;
 - d) Allow a competent public regulatory authority access to the relevant processing systems, facilities, and supporting documentation if such is necessary to fulfil a legal obligation. Both parties shall provide one another with the necessary assistance in the event of an inspection or investigation. If a competent public regulatory authority finds that the processing pursuant to this Agreement is unlawful, both parties shall take immediate measures to effectuate compliance with the GDPR.
 - e) Return all Personal Data to Aegon at Aegon's first request. Supplier shall not retain the Personal Data for any longer than is necessary to comply with its obligations pursuant to this Agreement. Upon this Agreement terminating, Supplier shall return the Personal Data and all copies thereof to Aegon and/or delete all Personal Data as instructed by Aegon, unless this Agreement or applicable legislation provides otherwise.

- f) Notify Aegon forthwith, and in any event within 24 hours of discovery, of any breach of the measures referred to in article 4.3(c), and/or of unauthorised or unlawful processing, loss, deletion, or damage of/to Personal Data (i.e. a data leak) as well as of:
- (i) The point in time when the Personal Data breach commenced;
 - (ii) The nature and extent of the Personal Data breach;
 - (iii) The service and/or part of the system where the Personal Data breach took place;
 - (iv) The expected rectification time;
 - (v) The nature and extent of the data files involved;
 - (vi) The potential consequences of the breach for the person to whom the Personal Data relates, with a proposal for preventing any possible damage or other negative consequences; and
 - (vii) What measures have been taken to terminate the Personal Data Breach.
- g) Immediately allow Aegon, at Aegon's first request, to inspect the Personal Data. If Supplier receives a request for access to Personal Data or a complaint about the processing thereof from a third party, including the person whose Personal Data is concerned, Supplier shall immediately pass on such request to Aegon.

4.4 Supplier shall notify Aegon by telephone (+31 (0)70 344 5477) or by e-mail (groupdataprotectionofficer@Aegon.com) via the central notification centre of Aegon Corporate Center B.V. of any serious interruption of the service provision or any serious incident, including a Personal Data breach or security breach.

4.5 The provisions of this article shall be considered a processing agreement [*verwerkersovereenkomst*] within the meaning of Article 28 GDPR. Supplier shall in all cases, at Aegon's first request, conclude a further processing agreement in addition to what is provided in the present article 4.

4.6 If Supplier fails to comply with its obligations regarding the processing of Personal Data, Aegon shall be entitled to terminate the Agreement with immediate effect, either wholly or partly, without prior notice, without any obligation to pay damages, and without prejudice to any other rights of Aegon.

5. Intellectual Property Rights

5.1 All data made available to and/or generated by Supplier in connection with the Performance of the present Agreement shall be the property of Aegon. Nothing in this Agreement shall be deemed to cause the rights (including property rights) in respect of such data to be vested in Supplier or to cause said rights to be transferred to Supplier.

5.2 Parties agree that the intellectual property rights in respect of works created by Supplier specifically and exclusively for Aegon in the context of the Agreement – including software, data, results, instructions, reports, and documentation, and the information that they contain – shall be vested in Aegon.

5.3 Only the intellectual property rights to the standard materials, standard (development) products, standard methods and techniques (including software) that are clearly identified before the start of the Agreement as (intellectual) property of Supplier shall be vested in Supplier.

5.4 Supplier hereby grants to Aegon all rights in respect of the works referred to in article 5.2 both for current works and any derivative works later developed, which rights Aegon hereby accepts, without further charge. Supplier shall provide its full cooperation as regards the transfer within the meaning of the present sub article. Supplier hereby agrees that – given the nature and purpose of this Agreement – it will not invoke its right to make changes in the product (as laid down, *inter alia*, in article 25(4) of the (Dutch) Copyright Act 1912 [*Auteurswet 1912*]) against Aegon. Supplier shall also not invoke its rights within the meaning of Article 25(1)(a)(b) and (c) of said Copyright Act 1912 against Aegon.

- 5.5 Supplier indemnifies and will compensate Aegon in respect of all claims asserted by third parties regarding infringement of any intellectual property right in relation to works utilised and/or created in the context of this Agreement.
- 5.6 Supplier shall not be entitled to invoke the application of Article 7 of the Copyright Act [*Auteurswet*] to rights in relation to works within the meaning of Article 5.2 of these General Terms and Conditions.

6. Non-disclosure of Confidential Information

- 6.1 Confidential information shall mean any information belonging to Aegon – in any form or format whatsoever and stored on any medium whatsoever – relating to the business, management of the business, its structure, systems, activities, employees, clients, potential clients, know-how or trade secrets, and information disclosed on a confidential basis by third parties, and any other information that a reasonable person knows, or should reasonably know, to be confidential.
- 6.2 Supplier shall:
- Keep confidential information secret;
 - Use confidential information solely for the purpose for which it has been disclosed; and
 - Not disclose confidential information to any third party without prior written consent.
- 6.3 Supplier shall only make confidential information public if and to the extent required by law, by regulatory authorities, or pursuant to the regulations of a stock exchange, provided Supplier has informed Aegon immediately in writing of the disclosure requirement.
- 6.4 Supplier shall ensure that its employees, agents, and contractors (and in case of subcontracting all subcontractors as well) comply with its obligations under this article.
- 6.5 The obligations specified in this article shall not apply if the confidential information has become public without breach of this non-disclosure agreement.
- 6.6 At Aegon's request, Supplier shall remove, delete, or return the confidential information belonging to Aegon.
- 6.7 The obligations specified in this article shall apply for an unlimited period of time and shall survive termination of the Agreement.

7. Publicity

- 7.1 Supplier may not refer to Aegon as a client or use its trade mark(s) in any other manner without the written consent of Aegon.

8. Audits

- 8.1 Aegon shall be entitled to have audits carried out by its internal audit department or by an external auditor. Supplier shall cooperate in these audits. As far as reasonably possible, audits shall be announced in advance. Supplier shall ensure that Aegon is also able to carry out audits of Supplier's subcontractors.
- 8.2 Supplier recognises the relevant right and shall cooperate with any request by regulatory authorities to carry out audits of Supplier. Supplier shall notify Aegon immediately of any such audit. Supplier shall comply immediately with all instructions given by such regulatory authority to Supplier or with Aegon.

9. Right of Use

- 9.1 Aegon shall be entitled to utilise the Performance for other affiliates of the Aegon group and to allow said affiliates to access and utilise the Performance.
- 9.2 Aegon shall also be entitled to utilise the Performance for its other service providers in so far as such is necessary for them to provide Aegon with their services.
- 9.3 If an Aegon business unit is transferred to a third party, Aegon shall be entitled to continue to allow said business unit to access and utilise the Performance, or Supplier shall continue to provide the Performance to said business unit as if this business unit were still part of the Aegon Group.

10. Subcontracting

- 10.1 Supplier shall not have the Performance (or part of the Performance) performed by a subcontractor without the prior written consent of Aegon.
- 10.2 Supplier shall be responsible and liable for the acts or omissions of any subcontractor that is involved in the Performance.
- 10.3 Supplier must ensure that any subcontractor complies with all obligations of Supplier pursuant to the Agreement.

11. Liability

- 11.1 Any failure in the performance of this Agreement shall oblige a Party to compensate the other Party for the loss/harm that such other Party sustains, unless such failure is not due to the fault of the party failing to perform.
- 11.2 Supplier indemnifies Aegon in respect of all claims, proceedings or actions, and possible penalties imposed by a competent public regulatory authority and/or third party against Aegon in relation to any breach of a legal obligation by Supplier or action by Supplier contrary to the Agreement.
- 11.3 If Supplier is required to pay liquidated damages [*boete*] to Aegon (including liquidated damages pursuant to a service level agreement), such shall not affect Aegon's other rights, including its right to performance, compensation, or termination.
- 11.4 Supplier shall maintain adequate insurance, with comprehensive coverage, with a reputable insurance company to cover any loss/harm for which Supplier is liable pursuant to this Agreement, including personal injury, damage to property, and professional liability.

12. Assignment

- 12.1 Without prejudice to the provisions of Article 2, the rights pursuant to this Agreement shall not be assignable (within the meaning of article 3:83(2) of the Dutch Civil Code [BW]) and shall not be encumbered without the prior written consent of Aegon. Supplier shall notify Aegon as soon as possible, in writing, in the event of Supplier being affected by a merger, takeover, acquisition, or legal or actual division (i.e. a change of control). In such case, Aegon reserves the right to terminate the Agreement with immediate effect if the new owner/part owner of Supplier or partner/participant in Supplier is a competitor of Aegon, may harm the good name or reputation of Aegon, or Aegon has had negative experience with such new party (i.e. fraud, crime, legal disputes, contract termination due to default, insolvency).

12.2 Aegon shall be entitled to assign its rights and obligations pursuant to the Agreement (or part thereof) to another part of the Aegon group or to a third party that takes over a business activity from Aegon for which the Performance is provided. Aegon shall notify Supplier to that effect as soon as possible.

13. Termination

13.1 Aegon shall be entitled to terminate the Agreement, in whole or in part, in writing, observing two (2) months' notice, unless provided otherwise in the agreement.

13.2 Each Party shall be entitled to terminate the Agreement, in whole or in part, with immediate effect, in writing, if:

- The other Party is declared bankrupt or is granted a suspension of payments;
- The other Party fails to perform the Agreement for at least thirty (30) days due to force majeure;
- Party reasonably anticipates the other party's failure to perform and the other party has not provided reasonable assurances following receipt of a written demand from the other Party within a reasonable time. Said rectification period shall not apply if performance is no longer possible or if the creditor must infer from the statement by the debtor that the debtor will fail to perform an obligation.

13.3 Aegon shall also be entitled to terminate the Agreement, either wholly or partly, with immediate effect, in writing, if a wrongful act [*onrechtmatige daad*] has been perpetrated against Aegon, for example if Supplier has harmed the reputation or integrity of Aegon.

13.4 Aegon may in writing also terminate the agreement entirely or in part with immediate effect if the outcome of the screening referred to in Article 3.3 of these Terms is negative. In that case Aegon is also entitled to suspend payments to the Supplier with immediate effect.

13.5 Arrears of payment up to ninety (90) days shall not entitle Supplier to terminate the Agreement.

14. Transfer at termination and Exit Plan

14.1 At Aegon's request, parties shall reach agreement on a procedure for ensuring the rapid transfer of the Performance to Aegon or to a different supplier, to be designated by Aegon, in the event of full or partial termination of the Agreement. In the event of full or partial termination of the Agreement, Supplier shall take account of the continuity and adequacy of the service provision for Aegon. Supplier undertakes in advance that in the event of full or partial termination of the Agreement it will, if so desired, cooperate with an exit plan so as to ensure a rapid transfer of the Performance to Aegon and/or to a different Supplier.

14.2 Said exit plan shall provide for full continuity of Aegon's activities and also guarantee the continuity and adequacy of services provided to Aegon's clients.

15. Articles that continue to apply after termination of the Agreement

15.1 The following articles shall continue to apply after termination of the Agreement:

Privacy (Part A, article 4), Intellectual Property Rights (Part A, articles 5.4, 5.5, and 5.6), Confidentiality (Part A, article 6), Liability (Part A, article 11), Transfer (Part A, article 14), License (Part C, article 18 and 19), and Escrow (Part C, article 22).

B. Services

If services are provided, this Part B ("Services") shall apply in addition to Part A ("General").

16. Services at Aegon's premises and access to Aegon's systems

16.1 Supplier shall ensure that its employees can present proof of identify when working at Aegon premises, and that:

- As an employee they hold the correct permit, consent, or registration;
- As an employee they hold Dutch nationality or valid residence status and any necessary work permit;
- They comply with the applicable rules and instructions pursuant to article 3, Part A ("General");
- They sign the non-disclosure agreement required by Aegon;
- They take the bankers' oath [*bankierseed*] and subject themselves to disciplinary law if such applies.

As already provided in Part A ("General") article 2.3, Supplier shall ensure compliance with its obligations pursuant to tax and social security legislation.

17. Access to Aegon Buildings / systems / specific functions

17.1 If Supplier or his/her employees are granted access to Aegon-buildings and/or access to Aegon-systems and/or deploy employees in specific departments with access to sensible information in order to execute the agreement then the Supplier and/or his/her employees need to comply with the requirements of Aegon's information security policy, in particular the Aegon standard framework Pre-Employment Screening. This means that the employee concerned has to undergo a so-called pre-employment screening and to sign a confidentiality statement. The Aegon standard framework Pre-Employment Screening can periodically be modified whereby the Supplier is committed to these changes.

17.2 Supplier will execute the pre-employment screening in the manner prescribed by the Aegon standard framework Pre-Employment Screening. If Supplier herself is unable to execute the pre-employment screening, Aegon will execute this pre-employment screening.

17.3 At all times Aegon is entitled to request and to view the result of the pre-employment screening executed by the Supplier. In that case the Supplier is not allowed to submit a copy of the ID of the employee concerned.

17.4 The pre-employment screening, executed by the Supplier or Aegon, must be completed with a positive result before the employ can begin work activities.

17.5 If Supplier or his/her employees execute work activities for Aegon before the result of the pre-employment screening is established then the Supplier will be held responsible for all damage endured by Aegon.

17.6 The Supplier will ensure that her employees can identify themselves when they work at an Aegon-location, and that they:

- As employee have the appropriate license, permission or registration;
- As employee have the Dutch nationality or are in possession of a valid residence status and, in addition, have a necessary employment permit;
- Sign the (confidentiality)statements required by Aegon;
- Take the banker's oath and submit themselves to disciplinary law if applicable.

C. Software

If software is provided, this Part C (“Software”) shall apply in addition to Part A (“General”) and Part B (“Services”) (if applicable).

18. License

18.1 In return for payment of a one-time license fee, Supplier grants Aegon a non-exclusive, transferable, royalty-free, perpetual license for utilisation, without any limitation whatsoever, of the software as described in the supply agreement and as delivered. Aegon is entitled to allow Aegon group companies to utilise the software without Supplier’s further consent.

19. Supplier warrants that:

- It is authorised to grant the license;
- It will make all available updates and (security) patches for the software available to Aegon;
- It will ensure that, if Aegon considers such to be necessary, it concludes an escrow agreement and will give the source code for the software for Aegon into custody. The purpose of said escrow agreement is to guarantee the continuity of use of the software if Supplier is no longer able to continue the service provision for reasons as described in the escrow agreement, but in any case as described in article 22.3 of Part C (“Software”);
- The software offers the agreed functions and facilities, in all respects, and will continue to offer such, in all essential respects free of defects and errors, and does not contain any viruses;
- Aegon shall be entitled to make the necessary number of copies of the software to serve as reserve copies and for normal operational purposes.

20. Acceptance

20.1 Aegon shall be entitled to perform an acceptance test of the software in order to determine whether the software meets the agreed specifications and requirements, is free of defects and errors, does not contain any viruses, and is suitable for the intended purpose.

20.2 If Supplier delivers the software in a number of parts or if the software consists of various components, Aegon shall also be entitled to perform incremental acceptance tests of the individual parts or components as soon as said parts and/or components become available.

20.3 If Aegon rejects the software, Supplier shall, at Aegon’s discretion, rectify the defects free of charge within a reasonable period of no more than fourteen (14) days after receiving the rejection, or reimburse the fees already paid by Aegon for the software. Such shall be without prejudice to all other rights of Aegon pursuant to the Agreement and to law.

20.4 Aegon shall be entitled to repeat the acceptance test when it has received the rectified version of the software.

21. Maintenance and Support

21.1 Supplier shall provide support services (management and maintenance) as provided in the Agreement and in the appendices thereto. The support services are to ensure that the software supplied continues to operate in combination with the platform on which it runs.

21.2 Supplier shall at all times:

- a. Ensure that the Performance fully complies with the requirements stipulated in the Agreement, including the technical, functional, and financial requirements;
- b. Ensure that all Performance is provided according to the professional standards that may be expected of a professional IT Service Provider. If Aegon is unclear in any way regarding the quality that it expects, staff of Supplier shall request Aegon to provide further and, if possible, more detailed information;
- c. Ensure that the various elements of the implementation of support services, including the service levels, are monitored, regularly and precisely, by Supplier in order to substantiate compliance and/or non-compliance of Supplier's support services with this Agreement. Supplier shall provide Aegon with said evaluation at Aegon's first request;
- d. Ensure that Supplier makes proactive suggestions and/or tackles challenges as regards making improvements in order to provide the support services more efficiently;
- e. Ensure that the software remains at all times compatible (including after new versions or releases have been installed/implemented) with the operating system on which the software has been installed;
- f. Ensure that a new version or release does not adversely affect the functionality of the software or platform on which the software runs or the correct functioning and reliability thereof.

22. Escrow

22.1 At Aegon's request, Supplier shall cooperate in concluding an escrow agreement; said agreement shall be attached to the Agreement as an appendix. Parties will reach agreement on the costs for said escrow agreement in due course. The following provisions shall apply to said escrow agreement: Supplier shall deposit a copy of the source code for the software – including all changes, updates and/or corrections that have been or are made to the software – and all technical documentation that is relevant and necessary for maintenance of the software with an independent third-party custodian (i.e. an escrow agent). Said information shall in any case include the architecture, structure, and programming principles applied in the software that are necessary to give a software developer a full understanding of the structure of the software.

22.2 Supplier shall ensure that the escrowed version of the software is and remains identical to the version of the software utilised by Aegon and that the aforementioned information also relates to the version of the software utilised by Aegon. Supplier shall notify Aegon of each new escrow.

22.3 The source code and all specified and necessary information shall be released to Aegon immediately if:

- ♦ Supplier ceases its business operations without transferring, in a legally valid manner, its maintenance obligations and/or obligations pursuant to the Agreement to a competent third party;
- ♦ Supplier is declared bankrupt;
- ♦ Supplier fails to comply with its maintenance obligations and/or fails to comply with other obligations pursuant to the Agreement such that, in the opinion of Aegon, the continuity of use of the software is in danger;
- ♦ Supplier is taken over by a party that does not consider itself bound by the maintenance obligations or only offers continuation of the maintenance obligations for the software subject to unreasonable conditions.

22.4 After the release of the source code and the other information regarding the software, Aegon shall be entitled to improve and maintain the software and develop products derived from it. Aegon shall also be entitled to have such activities performed by subcontractors.

D. Cloud and Hosting Services

If cloud or hosting services are provided pursuant to this Agreement, this Part D (“Cloud and Hosting Services”) shall apply in addition to Part A (“General”), Part B (“Services”), and Part C (“Software”).

Cloud computing is an on-demand service model for the provision of IT services, generally based on virtualisation technologies and distributed computing environments.

23. Services

23.1 The Services by Supplier consist of making remote functionality available by electronic means. Said service is further specified in the Agreement.

23.2 All Personal Data and all other data and information belonging to Aegon that Supplier processes as part of its service shall be, and shall remain, the property of Aegon. Supplier shall treat the Aegon Personal Data, other data, and information as strictly confidential in accordance with articles 4 and 6 of Part A (“General”) of these General Terms and Conditions of Purchase.

23.3 If, as part of the Services, Supplier provides Aegon with access to content or software belonging to Supplier or to third parties, Supplier warrants that it holds all the rights necessary for the provision of such service, including all rights relating to the underlying computer software. Supplier also warrants that it has the consent of third parties that may be necessary for the use of their content or software.

The indemnification in articles 5.1 and 5.2 of Part A (“General”) shall also apply to claims due to infringement caused by such third-party content or software.

24. Security

24.1 Supplier shall be responsible for establishing and maintaining a programme for data protection and information security, including physical, technical, administrative, and organisational safeguards, intended (a) to ensure the security and confidentiality of the Personal Data and other Aegon data; (b) to protect against anticipated threats or hazards to the security or integrity of the Personal Data and other Aegon data; (c) to protect against unauthorised disclosure or access and unauthorised use of the Personal Data and other Aegon data; (d) to ensure that the Personal Data and other Aegon data are dealt with in the proper manner; and (e) to ensure that all employees, agents, and subcontractors of Supplier abide by the above.

25. Audit by Supplier

25.1 Aegon shall be entitled to assess Supplier’s privacy statement and information security prior to the start of the provision of services.

25.2 At least once a year, or as frequently as Aegon deems necessary, Supplier shall have an extensive independent audit of its programme for data protection and information security carried out by a third party and shall furnish Aegon with the findings of this audit.

25.3 Supplier shall, as a minimum, implement all necessary safeguards identified by Aegon or as a result of an audit of Supplier’s programme for data protection and information security, without prejudice to the provisions of article 4.

25.4 Supplier shall ensure that each physical and each virtual service location is a secure environment that is accessible only to authorised personnel, and that unauthorised third parties do not have access to the service location.

25.5 Supplier shall continuously take appropriate technical and organisational measures to secure and protect the Aegon Personal Data and other Aegon data against unauthorised or unlawful processing and loss, deletion, or damage. Supplier shall keep all Personal Data and all other Aegon data separate from data belonging to other clients.

25.6 Supplier shall ensure that a back-up is made of all Personal Data and all other Aegon data and is stored in a secure environment as further specified in the Agreement. At Aegon's first request and on the expiry or termination of the Agreement, Supplier shall return or delete the Personal Data and all other Aegon data.

26. Continuity of Service

26.1 Supplier shall take measures against reasonably foreseeable incidents that may threaten the continuity of service provision and access to services.

27. Notification

27.1 Supplier shall notify Aegon immediately of any serious interruption of the service provision or any serious incident, including a Personal Data breach or a security breach.

27.2 Supplier shall immediately notify Aegon of any request from government officials or regulators for the provision of Aegon data.

27.3 Supplier shall notify Aegon by telephone (+31 (0)70 344 5477) or by e-mail (groupdataprotectionofficer@Aegon.com) via the central notification centre of Aegon Corporate Center B.V. of any serious interruption of the service provision or any serious incident, including a Personal Data breach or a security breach.

28. Miscellaneous

28.1 Supplier shall not be entitled to suspend the service provision.

28.2 Supplier shall ensure that the service is available at all times for use by Aegon, unless parties have agreed a different availability in the Agreement, in which case that availability shall apply.

28.3 Supplier shall at all times make data belonging to Aegon available to Aegon at Aegon's first request and in a commonly used format.

E. Projects

If a project is contracted under this Agreement, this Part applies in addition to Part A ("General"), Part B ("Services"), Part C ("Software") and Part D ("Cloud- and Hostingservices") if these parts apply.

29. Acceptance

29.1 The result of the engagement will be assessed by the responsible manager at Aegon by no later than a date agreed between the parties and based on the agreements made between the contractor and Aegon in this Agreement and accompanying appendices.

29.2 The results of the assessment will be set forth in a report which will be signed by Aegon and the contractor.

29.3 If the assessment reveals that the result of the engagement fails to meet the agreements/requirements referred to in this Agreement, a list will be made of the unmet requirements. This list will constitute part of the report.

- 29.4 The contractor will remedy the unmet requirements recorded in the report within fifteen (15) working days after the date of the report.
- 29.5 If Aegon has not approved the result of the engagement upon the first assessment, the assessment will be repeated after the term referred to in paragraph 4 of this article has elapsed. A second report will indicate whether the unmet requirements included in the first report were remedied and whether the result now satisfies the agreements/requirements referred to in this Agreement. The provisions of paragraph 4 of this article will apply to unmet requirements that have not been remedied. None of this will result in an extension of the agreed end date.
- 29.6 If, after the second assessment, Aegon again rejects the result of the engagement, Aegon will be entitled to terminate the agreement based on a breach of performance, without any demand or notice of default being required. In such case, the contractor will be liable for consequential damages that Aegon has incurred, or will incur.
- 29.7 If the result of the engagement is approved by the responsible manager at Aegon, the result will be accepted by Aegon by means of signing the purchase order / Statement of Work. Payment of the agreed fee will then follow.

30. Change orders

- 30.1 A situation involves change orders when additional work is required that falls outside the scope of the Agreement, to be referred to hereinafter as: "change orders". No compensation will be paid for a change order unless this is agreed in a new Agreement (Statement of Work) or unless a written amendment proposal is agreed.
- 30.2 Proposals for change orders can be made by both Aegon and the contractor, and can only be agreed in writing in a new Agreement (Statement of Work).
- 30.3 Aegon can submit an amendment proposal to the contractor. This must be agreed in writing between the parties. The fee for an amendment proposal will be on a fixed price basis. This amendment proposal will be added as an amendment to the Agreement.
- 30.4 Change orders will be invoiced separately or deducted from the invoice for the next payment date in accordance with the payment scheme or from the total price to be paid if no payment scheme has been agreed.

F. Goods

If goods [Zaken] are provided, this Part E ("Goods") shall apply in addition to Part A ("General").

"Goods" shall have the meaning assigned to them in article 2 of Book 3 of the (Dutch) Civil Code [BW], namely physical objects susceptible to human control. For the avoidance of doubt: software is not considered to be a good.

31. Delivery of Goods

- 31.1 Supplier shall deliver the Goods on a "Delivered Duty Paid" basis (Incoterms 2010).

32. Documentation and Instructions for Use

- 32.1 Supplier shall deliver the Goods together with all materials, instructions, and documentation that Aegon requires in order to use the Goods properly. If software is incorporated into the objects, Supplier shall grant Aegon an irrevocable, transferable, worldwide, and perpetual license to utilise such software.

33. Ownership

33.1 Ownership of the Goods shall pass to Aegon at the point in time when the Goods, as being intended for Aegon, are produced or separated.

34. Quality

34.1 Supplier guarantees, as a minimum, that the Goods to be provided by Supplier are suitable for Aegon's intended use.

F. Invoicing and Payment

35. Purchase Order and Conclusion of Agreement

35.1 An Agreement shall be concluded at the point in time when Supplier accepts Aegon's purchase order (the "Purchase Order"). A Purchase Order shall be deemed to have been accepted:

- a) If Supplier has expressly accepted the Purchase Order;
- b) As soon as Supplier starts performing according to the Purchase Order; or
- c) If Supplier has not expressly refused the Purchase Order within three (3) working days after receiving it.

35.2 Aegon shall be entitled to withdraw or modify a Purchase Order to the extent possible within the applicable Dutch and European case law, legislation, and regulations. Aegon shall not provide compensation for any costs or loss/harm associated with such withdrawal or modification, unless agreed otherwise in writing.

35.3 All actions carried out by Supplier prior to the creation of the Agreement shall be at the expense and risk of Supplier.

36. Remuneration for Additional Work and Cancelled Work

36.1 Supplier shall perform the Agreement in return for the remuneration specified (in euros) in its Purchase Order.

36.2 Extra Performance not reasonably included within the Agreement shall only constitute additional work [*meerwerk*] to the extent that such is solely attributable to Aegon.

36.3 Additional work shall only be dealt with by Supplier after the content and budget have been agreed with Aegon in writing.

36.4 Net settlement for additional work [*meerwerk*] or cancelled work [*minderwerk*] shall be at most at the rates specified in the Purchase Order, unless agreed otherwise in writing.

36.5 To the extent that fees and rates for additional work or cancelled work are not included in the Purchase Order, Supplier undertakes to exclusively quote market rates for such work.

37. Invoicing and Payment

37.1 Invoices shall be submitted to Aegon's Central Invoice Processing Department and shall comply with all legal requirements for invoices, unless Parties agree that Aegon will submit the invoices (i.e. "self-billing").

Supplier shall indicate the following on the invoice (as a minimum):

Aegon Corporate Center B.V.
Attn: Cost Accounting & Control
Postbus 7
2501 CA Den Haag
The Netherlands

37.2 If Supplier has received a Purchase Order, then the Purchase Order number (including the letters "PO") and the Purchase Order line(s) shall be given on each line of the invoice. Each invoice shall comprise the same number of lines and the same order of lines as in Aegon's Purchase Order that was issued to Supplier. Aegon shall refuse invoices that do not comply with the requirements specified in the present section.

37.3 If Supplier has not received a Purchase Order from Aegon, Supplier shall indicate a cost centre on the invoice.

37.4 Several Purchase Order numbers may be indicated on a single invoice. In the case of a collective invoice, the Purchase Order number (including the letters "PO" as given in the Purchase Order) and Purchase Order line number shall be given on every line of the invoice. A collective invoice with several Purchase Order numbers shall not include any lines without a Purchase Order number.

38. Any more specific requirements in consultation with Aegon

38.1 Invoices may be sent by e-mail to ap@Aegon.com or sent by post. Invoicing by e-mail is preferable.

38.2 Supplier shall not invoice the amount owed for the products and/or services purchased by Aegon earlier than the date of delivery of said products and/or provision of said services.

38.3 Each invoice shall be sent in a separate e-mail message, i.e. only one invoice per e-mail.

38.4 The contents of the e-mail message itself will not be read. Should Supplier wish to provide additional information with the invoice, such should be indicated on the invoice itself, or an appendix should be sent together with the invoice (in the same PDF).

38.5 At Aegon's request, Supplier shall make use of a (third-party) platform for electronic invoicing. Each Party shall bear its own costs for use of this platform for electronic invoicing.

38.6 Payment of amounts owed shall take place within thirty (30) days of receipt of the invoice, provided that the invoice complies with the requirements specified in the present section.

38.7 Aegon shall be entitled to suspend the payment concerned, either wholly or partly, for as long as Supplier fails to comply with its obligations pursuant to this Agreement.