

**GENERAL CONDITIONS OF CREMAN B.V.  
DEPOSITED WITH THE CHAMBER OF COMMERCE 34184797**

**DATA PROCESSING AGREEMENT**

In this document, CreMan explains how it processes your personal data in its capacity of controller.

Privacy takes priority. CreMan is convinced that the protection and respect of the privacy of its employees, customers, debtors and other relations are vital.

Personal data is processed with the greatest possible care. We cannot perform our business operations without processing certain personal data. We believe it is important to process personal data in accordance with existing guarantees for the protection of privacy. As such, we follow existing statutory (EU) rules for the protection of personal data, namely the Dutch Personal Data Protection Act and, since 25 May 2018, the General Data Protection Regulation (GDPR). In all cases, CreMan abides by the requirements set out in the Dutch Personal Data Protection Act and the General Data Protection Regulation.

**Why does CreMan process your personal data?**

We only process personal data:

1. To be able to collect the claims outsourced by our customers;
2. To ensure your replies via online forms (available on the website) are processed as fast and smoothly as possible.

CreMan processes personal data only for the aforementioned purposes.

**Exchange of personal data with third parties - sub-processors**

CreMan may disclose the data to third parties who are involved in the processing and performance of the aforementioned purposes (bailiffs and lawyers). CreMan has concluded processing agreements with these third parties.

**Difference between the roles of controller and processor**

To the extent our Client determines the purposes and means of the processing of personal data of its debtors, our Client is the controller of its personal data. If agreed on in writing or in the event our Client sends us the data via our website or by e-mail, CreMan will process this personal data on the instruction of its Client in the capacity of processor. In its capacity of processor, CreMan will endeavour to take appropriate technical and organisational measures to protect the personal data against loss or any form of unlawful processing.

**What personal data does CreMan process?**

Personal data is data that can be used to trace your identity, such as your name, address, e-mail address, IP address, telephone number and age. CreMan can obtain your personal data in various ways. First, you may have provided this personal data via the website or otherwise. CreMan may have also obtained it through its Clients. If CreMan processes your personal data, we will ask for your consent. If the personal data is provided to us by our Clients, we assume the Client has obtained your consent.

## **Exchanging personal data with debtors**

CreMan offers debtors low-threshold ways to contact our employees. This means we use a wide range of communication channels (portal, telephone, e-mail, etc.). These channels have different security levels. When CreMan needs certain details from you, our employees will advise you to submit them in the safest way possible. Naturally, our employee will use the various communication channels in the same way.

## **Confidentiality**

Employees of CreMan with access to personal data are bound by a duty of confidentiality under the employment contract.

## **The protection of personal data**

CreMan processes personal data with great care and together with any processors, it takes appropriate organisational and technical security measures to protect its files that contain personal data. This way, we guarantee that this data is accessible only to persons who are appropriately authorised by virtue of their jobs and that the data can only be used for the purposes for which it was obtained.

## **Retention periods**

CreMan retains personal data no longer than is permitted by law, contractually agreed on and/or necessary for the purpose for which it is processed. How long certain data is retained depends on the nature of the data.

## **Changes to the Processing Agreement**

We can change this processing agreement with or without notice at any time. Therefore, we advise you to consult this processing agreement regularly so that you are aware of any changes to it.

## **GENERAL CONDITIONS FOR COLLECTION OF CREMAN B.V.**

### **1. Definitions**

In these general conditions, the following terms are defined as stated below.

- 1.1 CreMan: CreMan B.V. and/or its affiliated companies.
- 1.2 Debtor: the natural person or legal entity debtor of the Client.
- 1.3 Services: the collection or recovery activities and all associated services of CreMan.
- 1.4 Client: the natural person or legal entity who has concluded an Agreement with CreMan.
- 1.5 Agreement: an agreement between CreMan and the Client, under which CreMan undertakes to provide services.
- 1.6 Claim: the amount to be claimed from the debtor, including costs and interest.

### **2. Applicability of the general conditions**

- 2.1 These general conditions apply to and form part of all offers, both verbally and in writing, in connection with the services provided by CreMan.
- 2.2 An additional offer or Agreement will be drawn up at all times for all related services provided by CreMan.
- 2.3 The provisions of the general conditions for collection apply to the parties from the date on which the instruction or instructions are outsourced or from the date on which the Client otherwise has confirmed its consent to the content of the general conditions for collection.
- 2.4 CreMan reserves the right to supplement and/or change these general conditions. Changes also apply to current agreements.
- 2.5 Deviations from these general conditions apply only if they are explicitly agreed on in writing.
- 2.6 The applicability of any purchasing or other conditions of the Client is explicitly rejected.

### **3. Offers and formation of the Agreement**

- 3.1 All quotes of CreMan are free of obligation, unless explicitly stated otherwise in writing in the offer in question.
- 3.2 An Agreement is formed after CreMan's written acceptance or following CreMan's performance of the Agreement.
- 3.3 CreMan reserves the right to refuse a service.
- 3.4 By providing a service, the Client authorises CreMan to undertake all activities and actions which CreMan believes to be the most efficient in connection with a speedy collection. If further legal measures are deemed necessary, they will at all times be taken in consultation with the Client but CreMan is free to decide not to take legal measures if it believes such measures would be irresponsible.
- 3.5 After issuing the collection instruction, the Client can make arrangements or settlements with the Debtor only after consulting CreMan. If no consultations are held and the collection instruction is withdrawn, CreMan has the right to charge the Client for the missed collection commission, as well as all other costs incurred, in and out of court, as well as any legal costs incurred.
- 3.6 The provisions of the previous paragraph of this article also apply if the Client withdraws its collection instruction without consultation, while CreMan has been unable to complete its activities.
- 3.7 CreMan has the right to ask the Client for an advance payment to cover the costs and/or disbursements to be incurred. CreMan has the right to halt further activities as long as it has not received the requested advance payment.

### **4. Legal Services**

- 4.1 These general conditions apply to all instructions for legal services issued to CreMan.
- 4.2 All instructions are accepted for and on behalf of the private limited company. The provisions of Sections 7:404, 7:407, subsection 2 and 7:409, subsection 1 of the Dutch Civil Code are explicitly excluded.
- 4.3 These general conditions also apply to additional and subsequent instructions. In that case, the Client is expected to be familiar with the present applicable general conditions of CreMan.
- 4.4 We may make our acceptance or further performance of an instruction dependent on the payment of an advance to be determined by us.
- 4.5 The confirmed hourly rate is payable for the activities, unless agreed otherwise in writing.
- 4.6 The hourly rate consists of the fee including agency costs, exclusive of VAT and exclusive of costs charged to CreMan by third-parties in the form of so-called disbursements.
- 4.7 CreMan is not liable for damage caused by CreMan due to a failure to comply, unless it concerns wilful recklessness or intent.
- 4.8 All liability of CreMan is limited to the amount paid out under its professional liability insurance in the relevant case, increased by the policy excess that is not payable by the insurer under the policy conditions.
- 4.9 The Client indemnifies CreMan against all third-party claims in any way connected with or ensuing from the issued instruction and/or the work undertaken for the Client. This indemnification also includes the costs for legal aid. The provisions of this article, as well as all other provisions of these general conditions that aim to create rights in favour of third parties are also intended as an irrevocable third-party clause within the meaning of Section 6:253, subsection 4 of the Dutch Civil Code, created in respect of them for no consideration.

### **5. Rates**

- 5.1 All rates are controlled by the rates, provisions and conditions of CreMan. Only written, documented deviations are binding.
- 5.2 The rates are included in a separate offer and/or brochure which these general conditions form a part of, unless agreed otherwise in writing.
- 5.3 CreMan reserves the right to change or index the rates, which also applies to current contracts.

- 5.4 All amounts, whether or not mentioned in these conditions or the agreement, are exclusive of VAT. Deviations from this are possible only if explicitly agreed on in writing.

## **6. Obligations of CreMan**

- 6.1 CreMan has a best-efforts obligation as may reasonably be expected from it for the work and services it has accepted. CreMan will only use legally permitted means to provide its services. Therefore, CreMan is never obliged to achieve a certain result.
- 6.2 CreMan has the right to return all or part of an instruction on account of irrecoverability or because it can be reasonably assumed that the claim cannot be recovered in a reasonable term, which will be at the discretion of CreMan.
- 6.3 CreMan will take the greatest care in connection with the information that is disclosed to them. Such information will only be used for the services to be provided by CreMan.
- 6.4 After the instruction is fully completed, CreMan will retain the underlying documents no longer than is permitted by law, contractually agreed on and/or necessary for the purpose for which it is processed. How long certain data is retained depends on the nature of the data.

## **7. Obligations of the Client**

- 7.1 The Client must be able to prove the right of claim of the instruction issued.
- 7.2 Along with an instruction, the Client always provides CreMan with underlying documents relevant to the (collection) settlement, such as terms and conditions of delivery, the underlying agreement that forms the basis of the claim, the invoice (with specifications, if desired), the reminders and other correspondence with the debtor in connection with the claim.
- 7.3 The Client is obliged to immediately notify CreMan in writing of all payments it receives, changed name and address details, correspondence or any other contact between the Client and the debtor. If no timely notice is given for payment received, any unnecessarily incurred costs and disbursements will be at the expense of the Client.
- 7.4 The Client guarantees the correctness, completeness and reliability of all the information and documents made available to CreMan for the performance of an agreement, also when they originate from third parties hired by the Client.
- 7.5 If the Client fails to reply to a request for information from CreMan within fourteen days, CreMan can consider the instruction as being withdrawn. CreMan will end the instruction and charge the Client the extrajudicial collection costs or costs incurred by third parties.
- 7.6 CreMan is not liable for damage, regardless of the nature thereof, due to CreMan acting on incorrect and/or incomplete information made available by the Client.

## **8. Payment**

- 8.1 All invoices sent to the Client by CreMan must be paid by the Client within fourteen days of the invoice date. This term is a final deadline.
- 8.2 When the payment term is exceeded, the Client is in default by operation of law and the Client will owe interest at 1.5% per month until the day on which payment is made in full.
- 8.3 CreMan has the right to set off anything it owes the Client in line with the statutory provisions against a claim it has against that same Client. If the Client is in default, any of its subsequent (expense) claims will be immediately due and payable in full without notice of default and can, therefore, be set off.
- 8.4 All claims of CreMan against the Client are immediately due and payable if the Client - provisionally or otherwise - is granted a moratorium, when a winding-up petition is filed for or on behalf of the Client, when the Client is placed under guardianship or when the Client dies, has gone into liquidation or is dissolved or in the event the debt restructuring scheme for natural persons is declared applicable to the Client.
- 8.5 If the Client attributable fails to fulfil its obligations and CreMan proceeds to take collection measures, the Client, in addition to the total amount already due and payable, must also pay all judicial and extrajudicial costs, including all costs calculated by external experts and the costs set in court in connection with the collection of this claim, the extent of which is set at a minimum of fifteen (15) per cent of the total outstanding amount, subject to a minimum of EUR 50.00.

- 8.6 If the Client fails to pay the rates it owes for the services provided within a 14-day period stipulated by CreMan in writing, CreMan, without any further warning, has the right to suspend all its services until full payment has been made. CreMan is never liable for any damage suffered by the Client as a result of this.
- 8.7 Before proceeding to provide goods or services or to continue doing such, CreMan is at all times entitled to demand security from the Client for the correct fulfilment of its obligations.
- 8.8 Complaints about invoices must be submitted to CreMan in writing within ten days of receiving the invoice.
- 8.9 Towards the Client, CreMan undertakes to promptly pay monies received, minus the collection commission.
- 8.10 All payments on claims received by CreMan on behalf of the Client in an account other than that of Stichting Derden Gelden Beheer CreMan will be immediately transferred to the account of the aforementioned foundation.
- 8.11 CreMan will first deduct the amounts received by them or the Client from the costs, then from the interest and finally from the principal sum.
- 8.12 The following are considered payment, after issuing the collection instruction:
- a. all amounts collected;
  - b. payments by or on behalf of the Debtor, whether or not directly to the Client;
  - c. all amounts collected by the Client or otherwise;
  - d. returned goods, the value of which is based on the original invoice price;
  - e. all credit entries, settlements or remissions by the Client.

## **9. Dissolution**

- 9.1 Both parties can only dissolve all or part of the Agreement if the other party - following a proper and fully detailed written notice of default stating a reasonable term in which the shortcoming can be remedied - fails imputably in the fulfilment of fundamental obligations ensuing from the Agreement.
- 9.2 In derogation from paragraph 1 of this article, CreMan can, without notice of default and without legal intervention, fully or partially terminate the Agreement if the Client - provisionally or otherwise - is granted a moratorium, if a winding-up petition is filed for or on behalf of the Client, if its business is liquidated or terminated for reasons other than reconstruction or the merger of businesses or in the event the debt restructuring scheme for natural persons is declared applicable to the Client. CreMan will never be obliged to pay any compensation on account of such termination.

## **10. Liability**

- 10.1 CreMan's liability towards the Client and third parties is limited to compensation for direct damage, up to a maximum of the amount charged in connection with the Agreement.
- 10.2 CreMan's liability towards the Client who is a natural person not acting in the course of a business or profession is limited to the compensation for direct damage, up to a maximum of the amount to be paid out under the liability insurance taken out by CreMan, minus the policy excess amount.
- 10.3 Direct damage is limited to:
- a. the reasonable costs to be incurred by the Client to ensure that CreMan's performance conforms to the Agreement;
  - b. the reasonable costs, incurred to determine the cause and extent of the damage, if and insofar as the determination relates to direct damage within the meaning of these general conditions;
  - c. the reasonable costs incurred to prevent or limit damage, if and insofar as the Client proves that these costs have led to a reduction of direct damage within the meaning of these general conditions.
- 10.4 CreMan's liability for indirect damage, including consequential damage, lost profits, lost savings and damage caused by business interruptions, is excluded.
- 10.5 CreMan is not liable for errors and shortcomings of third parties it has hired for the performance of the Agreement.
- 10.6 CreMan is not liable for damage, unless it is the result of intent or gross negligence on the part of CreMan and/or its managers or subordinates.

- 10.7 All claims of the Client and third parties will expire if they have not been submitted to CreMan in writing and with a substantiation within one year after the Client or the third party was familiar or could reasonably have been familiar with the facts on which the claim is based.
- 10.8 The Client is obliged to indemnify CreMan against all third-party claims. The Client is obliged to compensate CreMan for the reasonable costs of defence against such claims.
- 10.9 The legal claim for compensation or remedy by the Client towards CreMan expires by the lapse of one year after the Client voiced its protest on the matter.
- 10.10 In derogation from Article 10.9. all claims of the Client who is a natural person not acting in the course of a business or profession will expire by the lapse of two years after the Client voiced its protest on the matter.
- 10.11 The Client remains personally liable for all possible legal consequences of furnishing CreMan with false, incorrect or incomplete (written, verbal or electronic) information and failing to furnish it in time.

### **11. Force majeure**

- 11.1 None of the parties is obliged to fulfil any obligation if they are unable to do so due to force majeure. The meaning of force majeure includes non-attributable failure on the part of third parties hired by CreMan.
- 11.2 When the situation of force majeure has lasted more than ninety days, the parties have the right to dissolve the Agreement and they will then be obliged to reverse performances already delivered.

### **12. Conversion**

- 12.1 When a provision of these general conditions is voided, declared invalid by a legal body or ceases to apply, it will not affect the other provisions of these general conditions. In that case, the Client and CreMan will consult each other to agree on a new provision that reflects the goal and purpose of the original provision to the greatest possible extent.

### **13. Disputes, choice of forum**

- 13.1 These general conditions, the Agreement and all agreements ensuing from it are governed by Dutch law.
- 13.2 All disputes between the parties in connection with these general conditions, the Agreement or ensuing agreements are settled by the competent court in Amsterdam, unless another court is competent under mandatory law.