

## GENERAL PURCHASE TERMS

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### SECTION A: GENERAL

Terms in bold will have the meanings ascribed to them in these General Purchase Terms, unless a different meaning followings clearly from the context.

These General Purchase Terms are drafted by ABN AMRO Bank N.V., registered office at (1082 PP) Amsterdam, Netherlands, at the Gustav Mahlerlaan 10 (**AAB**) and its affiliates as described in art. 2:24b BW (together: **ABN AMRO Group**). **ABN AMRO** means the subsidiary of the ABN AMRO Group that enters into the Agreement (as defined below) with the Provider. **Provider** means the legal entity that provides the Performance (as defined below) to ABN AMRO.

These **General Purchase Terms** apply to the purchase by ABN AMRO and the provision by the Provider of 'services' (**Section B**), 'software' (**Section C**), 'cloud and hosting services' (**Section D**) or 'goods' (**Section E**) (jointly: **Performance**). If applicable, the following documents also apply to the Performance:

- data processing agreement
- delivery agreement
- any exhibits to the delivery agreement
- purchase order
- proposal

The aforementioned documents together with these General Purchase Terms constitute the **Agreement**. In case of a conflict between the provisions of the data processing agreement and the General Purchase Terms the provisions of the data processing agreement prevail. A deviation from the General Purchase Terms in any other document only prevails over the General Purchase Terms if the deviation specifically refers to the clause of these General Purchase Terms is being deviated from.

#### 1. Miscellaneous

- 1.1 No other terms will apply between ABN AMRO and the Provider for the Performance. The Agreement can only be modified in writing and signed by duly authorized representatives of each party.
- 1.2 If the Provider has reason to believe that it will not be able to provide the Performance as agreed, it must promptly notify ABN AMRO thereof.
- 1.3 The Agreement is governed by the laws of the Netherlands. The 1980 United Convention on Contracts for the International Sale of Goods (*Weens Koopverdrag*) and its related instruments will not apply. The competent courts in Amsterdam will have exclusive jurisdiction.

#### 2. Fees

- 2.1 All fees are in Euro and include all remunerations for the Performance, excluding VAT. Neither Party is allowed to adjust the fees unilaterally.
- 2.2 ABN AMRO uses a P2P system for orders and invoices. The Provider is required to accept and use this system for their orders and invoices.
- 2.3 ABN AMRO must pay all undisputed amounts within 30 days after the invoice receipt date. If a part of an invoice is disputed, the Provider will send 2 separate invoices, respectively 1 relating to the undisputed and 1 relating to the disputed amount of the invoice. Any undisputed amounts not paid within 30 days after the invoice receipt date, may

be subjected to a 4 percent annual interest, if the Provider informed ABN AMRO of the surcharges beforehand.

- 2.4 Provider must invoice all agreed upon fees within 12 months after providing the Performance. If the Provider fails to do so, the right to payment of such Performance is automatically cancelled.
- 2.5 The Provider must pay all taxes and premiums to the relevant authorities in accordance with the relevant tax and labor laws and regulations and must ensure its subcontractors will do the same. The Provider will indemnify ABN AMRO and hold ABN AMRO harmless from and against all claims, damages, costs and expenses related to any failure by the Provider or any of its subcontractors to pay any taxes or premiums due.

### **3. General rules and regulations**

3.1 The Provider must:

- comply with all legislation and regulations relevant for the Performance and its business activities;
- fulfil timely all its obligations under the relevant tax and social security legislation in relation to its employees or the employees of a subcontractor;
- comply with all policies and instructions provided by ABN AMRO, including the Supplier Code of Conduct and the Anti-Bribery and Corruption Policy;
- ensure that all suspicious transactions of the Provider's employees involved in the provision of the Performance will be reported to the ABN AMRO designated officer responsible for anti-money laundering and will give such officer access and assistance to investigate such report;
- inform ABN AMRO of all incidents which may cause serious harm to the integrity of the business operations and all other incidents with a potential major impact on ABN AMRO or ABN AMRO employees. ABN AMRO may investigate the reported incidents and require the Provider to cooperate with the investigation and to take additional measures to mitigate the impact of the incident and to prevent future incidents;
- possess all permits relevant for the Performance and the Provider's business;
- be rated under FIRA ([www.fira.nl](http://www.fira.nl)) which considers sustainability; and
- not harm ABN AMRO's reputation and integrity in any way.

### **4. Privacy**

4.1 If data relating to a natural person is being processed under the Agreement parties will enter in to a data processing agreement.

### **5. Intellectual property rights**

- 5.1 **IP Rights** are all intellectual and industrial property rights anywhere in the world, including for example knowhow, copyrights and databank rights. If the Performance is bespoke to ABN AMRO, the Provider hereby transfers all related IP Rights to ABN AMRO. The Provider will provide all cooperation in effectuating such transfer for which ABN AMRO will carry the costs if they are reasonable. The Provider may continue to use its general knowledge, experiences, skills and ideas to the extent it does not infringe on ABN AMRO's IP Rights or ABN AMRO's Confidential Information (as defined below).
- 5.2 The Provider guarantees that the Performance and any results of the Performance do not infringe IP Rights of any third party. The Provider indemnifies ABN AMRO and holds it harmless from and against all claims and damages that arise in connection with any claim brought by a party alleging that the Performance or any results of the Performance infringe an IP right of a third party. In case of an infringement claim, the Provider must immediately inform ABN AMRO. At the request of the Provider ABN AMRO may allow the Provider to control the defense of any infringement claim except that the Provider will not be allowed to make any admission of liability or other statement or enter into any settlement or other agreement without ABN AMRO's prior written consent.
- 5.3 The Provider must, at ABN AMRO's choice and at the Provider's expense, (i) procure the right to continue using the allegedly infringing Performance, (ii) modify or replace the allegedly infringing Performance with a non-infringing equivalent with the same functionality, or (iii) refund all fees paid with respect to the allegedly

infringing Performance, including any reasonable costs of replacing the allegedly infringing Performance. The remedies in this clause 5.3 are in addition to, and do not replace the rights and remedies ABN AMRO has under applicable law such as the right to demand specific performance, claim damages, and rescission.

## **6. Confidentiality**

- 6.1 **Confidential Information** is all information in any form in relation to the business, structure, systems, operations, employees, clients, potential clients, know-how, including trade secrets, and any third party's information disclosed on a need to know basis, and all other information that a reasonable person knows or reasonably should understand is confidential.
- 6.2 Each party will: (i) only use Confidential Information received for the purpose it was provided, (ii) prevent disclosure of Confidential Information to third parties, and (iii) restrict the circulation of Confidential Information to persons that have a need to know in connection with the Agreement.
- 6.3 The obligations in this clause do not apply if the Confidential Information: (i) is part of the public domain without violation of the Agreement, (ii) can be proven known and on record at the receiving party prior to the first access to such Confidential Information with the exception to any Confidential Information that was prepared for or on behalf of the other party, and (iii) can be proven to have been independently developed.
- 6.4 Parties will be authorized to disclose Confidential Information at the order of any competent court or competent authority, provided that (i) such disclosure is covered by protective measures which reasonably protect the interest of the owner of the Confidential Information and (ii) the disclosing party has given prompt written notice to the owner of the Confidential Information before such disclosure occurs to allow the owner of the Confidential Information to prevent such disclosure through appropriate legal means and (iii) the receiving party must inform the relevant authority that the Confidential Information is subject to a confidentiality obligation pursuant to the Agreement. Parties also are entitled to disclose Confidential Information to the extent such disclosure is reasonably necessary to comply with a party's obligation to disclose price sensitive information to its investors considering the advice of a reputable law firm or the in-house legal department, and as much as possible after consultation of the other party.
- 6.5 ABN AMRO may provide a copy of the Agreement to a third party in connection with a divestiture of a business or in case of outsourcing of services or the preparation thereof.
- 6.6 The obligations in this clause apply for a period of five years after termination or ending of the Agreement.

## **7. Publicity**

- 7.1 The Provider is not allowed to refer to ABN AMRO as its customer or to use any of ABN AMRO's trade mark(s) without prior written consent from ABN AMRO.

## **8. Control and audit**

- 8.1 ABN AMRO will have the right to perform audits by its internal audit department or by a third party auditor in relation to the Performance. The Provider will cooperate with such audits. Audits will be announced in advance, provided this is reasonably possible.
- 8.2 The Provider acknowledges the right of the competent authorities to perform audits at the Provider's offices and premises in relation to the Performance. The Provider must inform ABN AMRO immediately in case of such audit, unless it is prohibited to do so. The Provider must promptly comply with any instructions given by such authority, including instructions directed to ABN AMRO.
- 8.3 The Provider must maintain records on the Performance for the term of the Agreement and 7 years thereafter.

## **9. Right to use**

- 9.1 The Provider agrees that ABN AMRO may provide each of its affiliates as described in art. 2:24b BW with access to and benefit of the Performance.
- 9.2 The Provider acknowledges that ABN AMRO has engaged various service providers to provide services. The

Provider agrees that ABN AMRO may provide its service providers with access to and benefit of the Performance and that these service providers may interact with the Provider, both to the extent necessary for the service provider to perform its services to ABN AMRO. ABN AMRO is required to enter into an agreement with such service providers that protect the Intellectual Property Rights and Confidential Information to the same degree as they are protected through these General Purchase Terms.

9.3 ABN AMRO can provide the Provider with access to software of other service providers if necessary for the Performance. In that case the Provider guarantees that it will comply with all obligations disclosed to the Provider by ABN AMRO regarding the access to the software.

9.4 If a business of ABN AMRO has been transferred to a third party (**Divested Entity**), ABN AMRO has the right to provide the Divested Entity with access to and benefit of the Performance or, alternatively, the Provider will at the request of ABN AMRO continue to provide the Performance to the Divested Entity, as if the Divested Entity were a member of the ABN AMRO group and for such period as an orderly transfer of the Divested Entity reasonably may require, subject to a maximum period of the earlier of 36 months from the completion of such transfer or the termination of the Agreement.

## **10. Subcontracting**

10.1 The Provider will not subcontract or outsource the Performance, or part thereof, to a third party without ABN AMRO's prior written consent.

10.2 The Provider will be and remains fully responsible to ABN AMRO for the acts or omissions of each subcontractor involved in the Performance.

10.3 The Provider must ensure each subcontractor will comply with all of the Provider's obligations under the Agreement.

## **11. Limitation of liability and insurance**

11.1 The liability of both parties is limited to the amount of 2 million Euro per year. The limitation of liability does not apply in case of a breach of the confidentiality, infringement of IP Rights, or in case of gross negligence or willful misconduct of the other party, its senior management or its employees.

11.2 Any applicable penalty including a penalty under a service level agreement is without prejudice to ABN AMRO's other rights, including its right to claim performance and compensation of damages. If a penalty applies, any damages can only be claimed to the extent these exceed such penalty.

11.3 The Provider will maintain sufficient comprehensive insurances with a reputable insurer to cover the amount of liability in this Agreement.

## **12. Assignment**

12.1 The rights under this Agreement are not transferable and cannot be encumbered without the prior written approval of ABN AMRO. In the event of a merger, take over, acquisition or legal or factual split off affecting the Provider, the Provider must inform ABN AMRO thereof as soon as possible. In such event parties will negotiate in good faith about all amendments proposed to the Agreement by ABN AMRO. If parties do not reach agreement on such amendments within 3 months after ABN AMRO proposed the amendments, ABN AMRO may terminate the Agreement with immediate effect.

12.2 ABN AMRO may transfer its rights and obligations under the Agreement (i) to another ABN AMRO group member, (ii) to a third party acquiring a business for which the Performance is being provided and (iii) in the context of an outsourcing. ABN AMRO must inform the Provider as soon as possible of such assignment.

## **13. Termination**

13.1 ABN AMRO may terminate the Agreement in whole or in part on a 60 days prior written notice.

13.2 Each party may terminate the Agreement in whole or in part on a written notice with immediate effect if one of the following events occur:

- the other party has been declared bankrupt or has been granted suspension of payments;

- the other party fails to comply with its obligations under the Agreement due to a force majeure event for a minimum period of 30 days;
  - the other party fails to comply with its obligations under the Agreement and, if the breach is capable of being remedied, fails to remedy such breach within a reasonable period of maximum 30 days following receipt of a written notice from the other party requiring it to do so.
- 13.3 ABN AMRO may terminate the Agreement in whole or in part on a written notice with immediate effect if:
- the Provider fails to comply with its obligations under the Anti-Bribery and Corruption Policy;
  - the Provider harms the reputation or integrity of ABN AMRO.
- 13.4 Any late payment for undisputed amounts of up to 90 days does not constitute a breach of the Agreement. This Agreement may only be terminated or rescinded to the extent provided for in this Agreement. ABN AMRO and the Provider irrevocably waive any rights they may have to rescind or terminate the Agreement pursuant to applicable law.
- 13.5 In case of termination in accordance with clause 13.1 ABN AMRO will pay for the Performance provided until the Agreement is terminated. In case of termination in accordance with the clauses 13.2 and 13.3, ABN AMRO will only be required to pay the fees that are in ABN AMRO's reasonable opinion in accordance with the value of the Performance as received by ABN AMRO.

#### **14. Survival**

- 14.1 All clauses which are intended to survive termination including but not limited to Intellectual property rights (Section A., clauses 5.4 and 5.5), Confidentiality (Section A., clause 6), Liability (Section A., clause 11), Transition and exit (Section A., clause 15), License (Section C., clause 2) and Escrow (Section C., clause 6) will survive termination.

#### **15. Transition and exit**

- 15.1 The Provider must fully cooperate with ABN AMRO to arrange for an orderly transition of the Performance to another Provider indicated by ABN AMRO or to ABN AMRO immediately at ABN AMRO's first request. Parties will agree a reasonable exit regime and provide each other with all required assistance. The exit regime must provide for a seamless continuity of ABN AMRO's activities and prevent any client impact. The transition may involve a certain period of parallel operations with the Provider and a new provider. In the event the transition is not completed before the termination of the Agreement, the Provider must continue to actively cooperate with the transition and continue to provide the Performance during an additional period of a maximum of 60 days, during which the Agreement will continue to apply.

### **SECTION B: SERVICES**

In addition to Section A this section applies if services – not including Cloud services or Hosting services - are provided under the Agreement.

#### **1. Services at ABN AMRO locations and access to ABN AMRO systems**

- 1.1 The Provider must ensure that at any ABN AMRO location, its employees will:
- be able to identify themselves;
  - comply with the rules and regulations applicable pursuant to clause 3 of Section A;
  - follow the reasonable instructions of ABN AMRO employees;
  - sign such statements as required by ABN AMRO; and
  - if applicable, take the banker's oath and submit to the bank disciplinary law.

#### **2. Pre-employment screening**

- 2.1 The Provider will carry out pre-appointment, background and reference screening prior to deploying any employees on an ABN AMRO location or allowing such employees access ABN AMRO systems and networks. Such

screening must at least consist of the requirements as requested by ABN AMRO.

- 2.2 The Provider will ensure that its employees will cooperate with any screening pursuant this clause and the transfer of relevant data to ABN AMRO. The Provider will ensure that the employees are fully informed about and acknowledge the legitimate interest of the screening pursuant to this clause.

### **3. Replacement of employees**

- 3.1 ABN AMRO can demand replacement of an employee of the Provider in the event such employee does not take the banker's oath and submit to the bank disciplinary law (if applicable), has become incapable of performing its duties, or otherwise requires replacement in the reasonable opinion of ABN AMRO. In case of a replacement, the Provider must ensure that the new employee will have the same level of skill, experience, knowledge and appropriate regulatory classifications and credentials as the replaced employee was expected to have.

## **SECTION C: SOFTWARE**

In addition to Section A, this section applies if Software (as defined below) is provided under the Agreement.

### **1. Definitions**

**Materials:** has the meaning ascribed to it in clause 6.1 of this Section

**Pre-existing materials:** the Provider's or third party's software that existed before the execution of this Agreement or was created independently thereof but used in the context of the Software.

**Release:** a new edition of the Software that enhances the existing functionality, addresses errors in the previous versions and integrates patches and bug fixes issued since the previous version of the Software, without providing substantially new functionality.

**Software:** as described in the Agreement, including its documentation, new Versions, new Releases, updates, alterations and corrections.

**Version:** a new edition of the Software containing substantial new functionality or incorporating a substantial internal restructuring.

### **2. License**

- 2.1 The Provider grants to ABN AMRO an irrevocable, worldwide and perpetual license to use the Software. Perpetual has the meaning the granted license will remain in effect on an as-is basis after the termination of the Agreement. If applicable, the Provider grants ABN AMRO a (sub)license to use the Pre-existing materials.
- 2.2 ABN AMRO will have the right to use the Software on separate systems for each of the following purposes: (i) acceptance, (ii) development, (iii) testing, (iv) business continuity, (v) back-up and (vi) disaster recovery (including hot standby).
- 2.3 ABN AMRO may use the Software in object code form and without any other restrictions than the restrictions as specifically agreed in the Agreement.
- 2.4 ABN AMRO will not reverse engineer, disassemble or decompile the Software except to the extent necessary to obtain operability with other independently created software or if it becomes apparent that the Provider will not provide required maintenance and support services.
- 2.5 ABN AMRO will have the right to make an unlimited number of copies of the Software for distribution purposes if this is necessary for ABN AMRO's deployment model.

### **3. Self-audit**

- 3.2 If the Provider shows it is reasonably implausible that ABN AMRO's use of the Software is in compliance with the Agreement, the Provider has the right to verify compliance by asking ABN AMRO to complete a self-audit during the term of the Agreement. Only if the Provider shows the self-audit is not performed with reasonable skill and care, it will have the right to have a third party EDP-auditor perform an audit at ABN AMRO's premises. ABN AMRO will fully cooperate with such audit, if the scope and details of the audit are agreed between the EDP-GENERAL PURCHASE TERMS 2018

auditor, ABN AMRO and the Provider in advance. If such audit reveals unlicensed use of Software, ABN AMRO must terminate such use or order sufficient additional licenses to cover all usage revealed. ABN AMRO has the right to order such additional licenses against the license fees set out in the Agreement.

#### **4. Acceptance**

- 4.1 ABN AMRO may perform an acceptance test on the Software to verify whether the Software meets the specifications and requirements as set out in the Agreement, and is free from defects and fit for the intended purpose.
- 4.2 The Software will be deemed accepted by the earliest of ABN AMRO's written confirmation of acceptance or ABN AMRO using the Software in a production environment for more than 1 week without interruption.
- 4.3 If Software is submitted for acceptance in several parts or if various components of Software will form a system, notwithstanding the intermediate acceptance of the individual parts, ABN AMRO may perform acceptance testing on the complete system once available.
- 4.4 Upon receipt of a notification of non-conformity, the Provider will, irrespective of the agreed fee structure, and in addition to other rights and remedies ABN AMRO may have, at ABN AMRO's choice: (i) correct such non-conformity free of charge within a reasonable time but ultimately after 30 days after receipt of the notification of non-conformity, or (ii) refund the fees already paid by ABN AMRO for the Software. Upon receipt of the corrected version of the Software and notification thereof by the Provider, ABN AMRO will re-perform acceptance testing.

#### **5. Maintenance and support**

- 5.1 The Provider must ensure that the Software remains compatible with releases of the operating software described by the Provider of the platform on which the Software is installed as upward compatible, or to maintain compatibility with the operating software of a new platform which replaces the original platform. A new Version or Release will not negatively affect the functionality of the Software or platform nor their correct and reliable functioning.
- 5.2 Maintenance and support services will not affect the availability of the Software. However, if it cannot reasonably be avoided that the Software is temporarily unavailable due to maintenance and support services, the Provider must obtain ABN AMRO's prior consent and parties will seek to limit the impact of such unavailability on ABN AMRO's business as much as possible.

#### **6. Escrow**

- 6.1 If required by ABN AMRO, the Provider will deposit a copy of the source code of the Software, including the source code documentation, and all technical documentation (jointly the **Materials**) to an independent third party escrow agent. Source code documentation means information concerning the architecture, structure and programming principles and tools applied in the Software and any particularities concerning the interfaces to other software programs, data sources, and data output as is required to enable reasonable experienced and qualified software engineers to fully understand the structure of the Software, all taking into account the likely experience and training of the average user of such documentation.
- 6.2 The Provider must ensure that the version of the Software deposited is and remains identical to the version of the Software in use by ABN AMRO. The Provider must inform ABN AMRO of each deposit.
- 6.3 The release of the Materials to ABN AMRO will immediately occur when:
  - it becomes apparent that the Provider will refuse to provide agreed maintenance and support obligations
  - the Provider has been declared bankrupt
  - the Provider ceases its business undertaking without assigning its obligations under the Agreement to a competent third party
  - the Provider breaches its obligations under the Agreement to such an extent that it endangers ABN AMRO's ability to continue to use the Software, or

- the Provider has been taken over by a third party which either does not accept the obligations under the Agreement or offers to accept them only on commercially detrimental terms.
- 6.4 After the release, ABN AMRO is entitled to enhance and maintain the Software, and also to create derivative works from it. ABN AMRO may use its service providers to perform these activities.

## SECTION D: CLOUD AND HOSTING SERVICES

In addition to Section A, this section applies if cloud or hosting services are provided under the Agreement.

### 1. Definitions

**BCM:** has the meaning ascribed to it in clause 4.1 of this Section D.

**ABN AMRO Data:** all data processed in connection with the Services (see below for Services).

**ABN AMRO Software:** has the meaning ascribed to it in clause 2.2 of this Section D.

**Cloud Services:** means using an on-demand service model for the delivery of IT-services, usually based on virtualization and distributed computer environments, as further described in the Agreement. The Provider acknowledges this definition is based on the definitions used by Supervisory Financial Authorities and may be subject to amendment in conjunction with amendments made by such Supervisory Financial Authorities.

**Hosting Services:** means a shared or dedicated hosting of a service, as further described in the Agreement.

**Services:** Cloud Services and Hosting Services.

### 2. Right to use

2.1 All ABN AMRO Data that is processed by the Provider as part of the Services is and remains owned by ABN AMRO. The Provider must treat the ABN AMRO Data strictly confidential and in line with clauses 4 and 6 of Section A, notwithstanding the applicability of the other clauses of Section A.

2.2 The Provider receives for the term of the Agreement a non-exclusive, non-assignable, worldwide, limited right to use the ABN AMRO Data and the Software made available to the Provider (**ABN AMRO Software**) to the extent necessary to perform the Provider's obligations under the Agreement.

2.3 The Provider grants to ABN AMRO for the term of the Agreement, and an additional 60 days if needed for the migration of the ABN AMRO Data as set out in clause 5 of this Section D, a non-exclusive, non-assignable and worldwide right to access and to use the Services from any location. The Provider must provide ABN AMRO with the entitlements hereto.

2.4 If the Provider will provide ABN AMRO with access to any third party content or software as part of the Services, the Provider guarantees to have the necessary third party approvals for this provision. The indemnification of clauses 5.4 and 5.5 of Section A. is applicable also for infringement claims in connection with such third party content or software.

### 3. Security

3.1 The Provider must ensure that each physical and each virtual service location constitutes a secure environment that is only accessible to authorized personnel. If any connection is made between a service location and (i) a system or network of ABN AMRO, or (ii) the internet, the Provider will ensure such connection is secure and does not provide unauthorized third parties access to the service location, a system or network of ABN AMRO or the ABN AMRO Data transferred via such connection.

3.2 The Provider must on a continuing basis take appropriate technical and organizational measures to keep the ABN AMRO Data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage. In addition and without prejudice to any other obligations in the Agreement, the Provider guarantees that it will segregate and keep segregated all ABN AMRO Data from that of any other customer.

3.3 The Provider ensures that all ABN AMRO Data is backed up and that such backup will at all times be kept up to date

and will be stored in a secure environment. Promptly upon ABN AMRO's request and in case of expiration or termination of the Agreement the Provider must provide ABN AMRO with a copy of such backup in a format agreed by parties that fits in the systems that ABN AMRO uses to store the ABN AMRO Data.

#### **4. BCM**

- 4.1 The Provider will perform all necessary measures and precautions to achieve the undisturbed rendering of the Services and the undisturbed access to and use of the Services (**BCM**). Therefore, the Provider will implement and document in writing business continuity management.
- 4.2 Any incident for which the Provider has agreed to have business continuity management or disaster recovery procedures and measures in place will be fully attributable to the Provider and the Provider will not be entitled to invoke force majeure (*zich beroepen op overmacht*).

#### **5. Availability**

- 5.1 The Provider must enable ABN AMRO to export and retrieve the ABN AMRO Data from the Services at any time during the term of the Agreement as well as 60 days after the term of the Agreement, subject to the service levels.
- 5.2 Upon termination of the Agreement, and in addition to other obligations of the Provider, the Provider must provide ABN AMRO with all support needed in order to convert, export and retrieve the ABN AMRO Data in a format agreed between parties that is compatible with the systems that ABN AMRO will use to store the ABN AMRO Data subsequent to such termination.
- 5.3 After the ABN AMRO Data is successfully retrieved by ABN AMRO, the Provider must delete all ABN AMRO Data in its systems or in its possession or control. This obligation includes the backups.

#### **6. Notice**

- 6.1 The Provider must promptly inform ABN AMRO in the event of serious disruption of the operating process or other irregularities in connection with the Services, including data leakage or security breach.
- 6.2 The Provider must promptly inform ABN AMRO of any request to disclose the ABN AMRO Data by any law enforcement authority.

### **SECTION E: GOODS**

In addition to Section A, Section, this Section E applies if goods are provided under the Agreement.

#### **1. Definitions**

**Goods:** have the meaning as described in article 3:2 of the Dutch Civil Code, corporeal objects susceptible of human control, tangible goods. For the avoidance of doubt, software is not considered to be a Good.

#### **2. Delivery of Goods**

- 2.1 The Provider must deliver the Goods adequately packed D.D.P. (Incoterms 2010).
- 2.2 After delivery the Provider will remove all packaging materials, at request of ABN AMRO.

#### **3. Inspection of the Goods**

- 3.1 ABN AMRO may inspect the Goods upon delivery, but is not required to do so. The Provider will recollect any rejected Goods as soon as reasonably requested, upon failure thereof these may be returned to the Provider at the Provider's expense.

#### **4. Documentation and instructions of use**

- 4.1 The Provider will provide the Goods with all materials, instructions and documentation required to properly use the Goods. If software is embedded in the Goods, the Provider hereby grants ABN AMRO an irrevocable,



transferable, worldwide and perpetual license to use such software.

**5. Ownership**

5.1 Ownership of the Goods transfers to ABN AMRO at the earliest of a) when the Goods are delivered or b) at the date ABN AMRO pays at least 50% of the Fees for the specific Goods, whichever is first. If ownership transfers prior to delivery, the Provider remains fully responsible for the Goods and will ensure that the Goods are marked and identifiable as owned by ABN AMRO. This responsibility includes adequate packaging, storing, securing and insuring of the Goods.

**6. Quality**

6.1 The Provider must be able to maintain and repair the Goods during the normal life cycle of the Goods with a minimum of 2 years after delivery of the Goods.

6.2 Goods will be deemed non-compliant if a defect occurs within the normal life cycle of the Goods with a minimum of 5 years after delivery of the Goods unless the Provider proves that such defect is the result of normal wear and tear, fault or incorrect use of the Goods by ABN AMRO.