

Privacy Conditions Van Oers

In its work, Van Oers¹ must comply with legal requirements and, in some cases, act independently and because of this the form of Van Oers' privacy judicial position has certain distinctive elements. For example, Van Oers can fulfil both the role of 'data processor' and 'data controller'.

1. Position of Van oers

Van Oers acts as a Controller if:

- you are a private customer;
- Van Oers processes personal data within the scope of (work for) a statutory obligation;
- Van Oers processes personal data for work in relation to which it must act independently;
- the processing of personal data is not the primary task, but stems from this.

In all other cases, Van Oers acts as Processor. In that case, you determine how and why we may process personal data concerning you and your employees.

2. Specificities as a controller

With regard to the processing operations for which Van Oers acts as Controller, it must inform involved parties of this. However, this is very difficult for Van Oers, due to the fact that it cannot contact the involved parties (for example, your employees). Van Oers therefore asks that you inform involved parties about any processing operations that are carried out by Van Oers. Insofar as you fail to do so, Van Oers takes the view that the provision of the information by Van Oers is not mandatory because this is impossible, or this involves a disproportionate effort by Van Oers.

As, in principle, Van Oers does not have a direct customer relationship with involved parties, Van Oers is equally unable to follow up any requests addressed to it by involved parties. For that reason, if Van Oers receives a request from an involved party with whom it does not have a separate relationship, it shall pass on this request as soon as possible to you as the client. You would then be responsible for assessing this request and dealing with this correctly and in a timely manner. This method of working is aligned with the Royal Netherlands Institute of Chartered Accountants (Nederlandse Beroepsorganisatie van Accountants (NBA), which has also discussed this with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

As Controller, Van Oers shall evaluate and, where necessary report, any data breaches. In that respect, Van Oers shall follow the standard procedure in accordance with the applicable privacy legislation.

3. Van Oers as processor

For processing operations in respect of which Van Oers acts as Processor, the Processor's Contract attached as appendix 1 applies.

4. Van Oers as controller

For processing operations in respect of which Van Oers acts as Controller, appendix 2 'Van Oers as Controller' applies.

APPENDIX 1: PROCESSOR'S CONTRACT

1. General

In this Processor's Contract, the following terms shall have the following meanings:

- 1.1. **General terms and conditions:** the General Terms and Conditions of the Processor, that apply fully to every agreement between the Processor and the Controller and of which this Processor's Contract forms an integral part.
- 1.2. **Client:** the natural or legal entity who/that has instructed the Processor to perform Work, as well as the Controller.
- 1.3. **Contract:** every agreement reached between the Client and Processor for the Processor to perform Work on behalf of the Client, in accordance with the provisions in the order confirmation.
- 1.4. **Personal data:** the personal data categories defined in Appendix 1.
- 1.5. **Processor:** the private limited liability company Van Oers Accountants en Belastingadviseurs B.V., with its registered office and place of business at Ginnekenweg 145 in Breda and all entities affiliated with Van Oers, including but not limited to Van Oers Audit B.V., Van Oers Agro N.V., Van Oers Corporate Finance B.V., Van Oers Organisatieadvies N.V. and Van Oers IT en Cybersecurity N.V.
- 1.6. **Controller:** the Client who/that, as a natural or legal entity, has instructed the Processor to perform Work.
- 1.7. **Work:** all work that has been commissioned, or that is performed by the Processor on other grounds. The foregoing applies in the broadest sense and includes, in any case, the work listed in the order confirmation.

2. Applicability of the Processor's Contract

- 2.1. This Processor's Contract applies to all Personal Data that is processed by the Processor as part of the execution of the Agreement with the Client on behalf of the Client, as well as to all Work ensuing from the Contract for the Processor and the Personal Data to be processed to that end.
- 2.2. The Controller is responsible for processing the Personal Data concerning specific categories of involved parties as described in Appendix 1.
- 2.3. In the performance of the Contract, the Processor processes certain personal data on behalf of the Controller.
- 2.4. This is a Processor's Contract within the meaning of article 28 paragraph 3 of the General Data Protection Regulation (GDPR), in which the rights and obligations in respect of the processing of the Personal Data are agreed upon, including with regard to security. In respect of the Controller, this Processor's Contract is binding for the Processor.
- 2.5. Just like the Processor's General Terms and Conditions, this Processor's Contract constitutes part of the Contract and all future contracts between the parties.
- 2.6. Considering its position and role as accountant, when performing the assignment, the Processor can act as Controller. If the Processor acts as Controller, this Processor's Contract does not apply. In that case, appendix 2 'Van Oers as Controller' applies.

3. Scope of the Processor's Contract

- 3.1. By giving the assignment to perform Work, the Controller has given the Processor the assignment of processing the Personal Data on the Controller's behalf in the manner described in Appendix 1 in accordance with the provisions of this Processor's Contract.
- 3.2. The Processor shall process the Personal Data exclusively in accordance with this Processor's Contract, in particular in accordance with the content of Appendix 1. The Processor confirms that it shall not process the Personal Data for other purposes.
- 3.3. The Processor is never vested with control over the Personal Data. The Controller retains control over the purpose and means for processing the Personal Data.
- 3.4. The Controller can give the Processor additional written instructions on account of amendments or changes in the applicable regulations in relation to protecting personal data.

4. Supplying the correct Personal Data

- 4.1. The Controller takes the necessary measures to ensure the Personal Data are correct and accurate, given the purposes for which they are processed, and also gives them to the Processor as such.

5. Confidentiality

- 5.1. The Processor and the persons employed by the Processor or who perform work on the Processor's behalf, to the extent that these persons have access to personal data, process the Personal Data only on the instructions of the Controller, apart from if statutory obligations dictate otherwise.
- 5.2. The Processor and the persons employed by the Processor or who perform work on the Processor's behalf, to the extent that these persons have access to personal data, are required to observe the secrecy of the personal data of which they become aware, except to the extent any statutory regulation requires them to disclose these data, or a specific task gives rise to the need to disclose them.

6. No onwards provision

- 6.1. The Processor shall not share the Personal Data with, nor pass on the Personal Data to, third parties unless the Processor has received prior, written consent or instruction to that end from the Controller, or if it is obliged to do so pursuant to mandatory legislation. If pursuant to mandatory legislation the Processor is obliged to share the Personal Data with, or to pass on the Personal Data to, third parties, the Processor shall inform the Controller of this in writing, unless this is not permitted.

7. Security measures

- 7.1. Having regard to the state of the art, the costs of implementation, as well as the nature, the scope, the context and the processing purposes and the various risks in terms of probability and seriousness to the rights and freedoms of people, the Processor shall take suitable technical and organisational measures to manage a level of security appropriate to the risk presented. The security measures that have currently been taken are outlined in Appendix 2.
- 7.2. The Processor will ensure measures that are also aimed at preventing the unnecessary collection and further processing of personal data.
- 7.3. The Personal Data are stored and processed within the European Economic Area (hereinafter EER). If Personal Data have to be exchanged for correct execution of the Contract outside of the EER, this shall take place based on adequacy decisions or appropriate guarantees in accordance with articles 45 and 46 of the General Data Protection Regulation (GDPR).

8. Supervision of compliance

- 8.1. At the Controller's request and expense, the Processor shall provide information regarding the Processing of the Personal Data by the Processor or Sub-processors. The Processor shall provide the requested information as soon as possible, but no later than within five working days.
- 8.2. Once a year and at its own expense, the Controller has the right to arrange an inspection by an independent third party, to be appointed jointly by the Controller and the Processor, in order to verify whether the Processor is complying with the obligations under the General Data Protection Regulation (GDPR) and this Processor's Contract. The Processor shall provide any assistance reasonably required to that end. The Processor has the right to charge to the Controller the costs that it incurs associated with the inspection.
- 8.3. As part of its obligation under paragraph 1 of this article, the Processor shall, in any case, assist the Controller or a third party brought in by the Controller as follows:
 - 8.3.1. Provide all relevant information and documents;
 - 8.3.2. Grant access to all relevant buildings, information systems and Personal Data.
- 8.4. The Controller and the Processor shall, as soon as possible after completion of the report, consult with one another in order to address any risks and shortcomings. At the expense of the Controller, the Processor shall take measures to reduce the risks and shortcomings found to an acceptable level (for the Controller), alternatively to mitigate the risks, unless the parties have agreed otherwise in writing.

9. Data breach

- 9.1. As soon as possible after the Processor becomes aware of an incident or data breach that (also) relates to, or can relate to, the Personal Data, the Processor shall inform the Controller of this using the contact details of the Controller known to the Processor and shall provide the Controller with information about: the nature of the incident or the data breach, the Personal Data affected, the implications of the incident or data breach established and expected on the Personal Data and the measures that the Processor has taken and will take.
- 9.2. The Processor shall assist the Controller with reports to the involved parties and/or the authorities.

¹ Meant by Van Oers is: Van Oers Accountants en Belastingadviseurs B.V., with its registered office and place of business at Ginnekenweg 145 in Breda and all entities affiliated with Van Oers, including but not limited to Van Oers Audit B.V., Van Oers Agro N.V., Van Oers Corporate Finance B.V., Van Oers Organisatieadvies N.V. and Van Oers IT en Cybersecurity N.V. (hereinafter referred to as: Van Oers)

10. Sub-processors

- 10.1. The Client gives consent to the Processor to engage the services of the Sub-processor(s) outlined in Appendix 1. The Contractor shall immediately inform the Client when a contract with a Sub-processor has ended.
- 10.2. The Processor shall inform the Controller about any plans to engage the services of Sub-processors other than those outlined in Appendix
1. The Processor allows the Controller a period of 7 working days to object to engaging the services of the Sub-processor. The Processor shall not engage the services of the Sub-processor until the period of 7-days has passed without the Controller having objected, or if the Controller has stated that it shall not object to the Sub-processors being brought in.
- 10.3. The Processor shall ensure that the Sub-processor is subject to this Processor's Contract, or a Sub-processor's Contract that contains the same obligations as this Processor's Contract.

11. Cooperation duties and rights of the involved parties.

- 11.1. Upon request, the Processor shall assist the Controller in the event of a complaint, question or request from an involved party, or with investigations or inspections by the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).
- 11.2. At the request and account of the Controller, the Processor shall assist the Controller with performing a data protection impact assessment.
- 11.3. If the Processor receives a direct request from an involved party to view, correct or delete his or her Personal Data, the Processor shall inform the Controller within two working days about the receipt of the request. The Processor shall perform all instructions as soon as possible that it receives from the Controller in writing, as a result of such a request of the involved party. The Processor shall take the necessary appropriate technical and organisational measures that are required to comply with such instructions from the Controller.
- 11.4. If the Controller's instructions to the Processor conflict with any statutory provisions regarding data protection, the Processor shall inform the Controller of this.
- 11.5. Any costs arising from inspection requests from the involved party or parties, inspections, audits or seizures by the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) or another regulatory body with regard to Personal Data, shall be borne by the Controller.

12. Term, termination, retention period and deletion

- 12.1. This Processor's Contract is valid for the period that the Processor has been instructed by the Controller to process Personal Data pursuant to the Agreement between the Controller and the Processor. As long as Work is being performed by the Processor on behalf of the Controller, this Processor's Contract applies to the relationship.
- 12.2. The Controller is responsible for determining the retention period with regard to the Personal Data. The Processor shall not retain data for any longer than legally required.
- 12.3. If, after termination of the Contract, on grounds of a statutory retention obligation, the Processor must, for a certain period of time stipulated by law, keep certain Personal Data and/or documents, computer disks or other data carriers used, on which or in which Personal Data is stored, the Processor will ensure that these Personal Data or documents, computer disks or other data carriers are destroyed
- 12.4. If the Contract between the Controller and the Processor ends, within two months of the Contract ending, the Controller can ask the Processor to return to the Controller all documents, computer disks and other data carriers, on which or in which Personal Data are stored, the costs of which shall be borne by the Controller. In the event that the foregoing are returned, the Processor shall provide the Personal Data in the form present at the Processor. Insofar as the Personal Data are stored in a computer system or in another form, as a result of which the Personal Data cannot in all reasonableness be given to the Controller, the Processor shall provide the Controller with an easily accessible and legible copy of the Personal Data. Once this period has expired, the Processor shall destroy the Personal Data, unless pursuant to current laws and regulations the Processor is obliged to keep the Personal Data.
- 12.5. At the request of the Controller, the Processor shall declare that the deletion referred to in the previous paragraph has taken place.
- 12.6. Without prejudice to the other provisions in this article 12, the Processor will not keep or use any Personal Data after termination of the Contract.

13. Nullity

- 13.1. If one or more of the provisions in this Processor's Contract are voided or were already voided, the other conditions remain in full force and effect. If any provision in this Processor's Contract is not legally valid, the parties shall negotiate regarding the content of a new provision; this provision shall be as close as possible to the purport of the original provision.

14. Applicable law and choice of forum

- 14.1. This Processor's Contract is governed by Dutch law.
- 14.2. All disputes in connection with the Processor's Contract or the performance thereof shall be submitted to the competent judge at the District Court of Zeeland-West-Brabant.

Personal data

The Controller allows the Processor to process the following personal data within the scope of the Contract agreed with the Controller:

- (1) Name and address;
- (2) Contact details (telephone number, email address, etc.);
- (3) Payment details;
- (4) Date of birth;
- (5) Civil status and date of cohabitation or marriage;
- (6) Name and address of family members;
- (7) Occupation;
- (8) Details from identification document (in connection with the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and payroll administration);
- (9) Financial information (bank account number, debts, invoices etc.);

- (10) Pension details/partner's details/employment;
- (11) Details of education/capability assessments/work experience;
- (12) Salary details;
- (13) CSN/Identification number for legal entities and associations;
- (14) VAT number;
- (15) Vehicle registration plate details.

Purposes

The Processor shall process the personal data for the following purposes, in accordance with the Contract, but this is not exhaustive:

General

- (1) The maintenance, including updates and releases, of the system made available to the Controller by the Processor or Sub-processor.

Van Oers Loonadvies

- (1) The provision of services in relation to payroll administration, payroll tax returns, HR advice and the resulting work.
- (2) Drawing up employment contracts and consultancy work regarding employment law.
- (3) Consultancy work concerning payroll tax and social security.

Van Oers HRM Advies

- (1) The provision of services in relation to HR consultancy work, including but not limited to: performing selection and development assessments, carrying out outplacement processes and recruitment and selection processes.

Van Oers Pensioenadvies

- (1) Advice and mediation in financial products, such as group pensions, group absentee insurance and income insurance, annuity accounts or insurances, immediately commencing pensions and immediately commencing annuities, life insurance and occupational incapacity insurance
- (2) Financial planning services

Van Oers Agro, Van Oers Accountancy en Belastingadvies

- (1) Assignments to perform specific agreed work in relation to financial information.
- (2) Taking care of and/or supporting the financial (online) administration.
- (3) Taking care of and providing support in the implementation of various packages, including the conversion of historical financial data.
- (4) Taking care of tax returns, including but not limited to: corporation tax, dividend tax, wage tax and turnover tax.
- (5) Consultancy work concerning tax matters, both national and international.
- (6) Taking care of subsidy requests and drawing up various contracts that are agreed beforehand.
- (7) The provision of advice in relation to fertiliser legislation and environmental legislation.

Van Oers Audit

- (1) Assignments to carry out specific agreed work with regard to financial information

Categories of the involved parties

The Personal Data that can be processed relate to the following categories of the involved parties, depending on the assignment:

- (1) client;
- (2) client's staff;
- (3) client's job applicants;
- (4) client's customers.

Categories of the sub-processors

Depending on the services to be provided, the Processor can use the following categories of Sub-processors for processing

Category	Location of the data
Online CRM/ERP	NL
Online Tax package	NL
Online Accounting package	EER
Online Financial analysis tool	EER
Online Pension calculation software	NL
Online File sharing	NL
Online Customer Portal	NL
Online Scan and recognise	EER
Online Payroll processing	NL
Online reporting/analysis	EER

To guarantee confidentiality:

- Verification of the physical access to personal data.
- Verification of the electronic access to personal data.
- Verification of the internal access to personal data.
- Pseudonymisation and encryption of personal data.

To guarantee the integrity:

- Verification of the transfer of personal data.
- Verification of the input of data.

To guarantee the availability and resilience of

The systems used:

- [x] Verification of the availability of data (e.g. by making back-ups).
- [x] Ability to restore access to personal data (using tools to be able to rapidly restore these personal data following an incident).

To test, assess and evaluate the effectiveness of

The technical and organisational measures

On a regular basis:

- [x] Compliance with an internal incident protocol.
- [x] Verification of instructions from the Controller(s).
- [x] Measures to bring about privacy by design.
- [x] Recovery capabilities (tools that allow the Processor to recover personal data quickly following an incident).
- [x] Compliance with an information security policy, supplier policy, privacy policy and code of conduct.

APPENDIX 2: VAN OERS AS CONTROLLER

1. Privacy statement

Careful handling of personal data is of great importance to the Controller, the private limited liability company Van Oers Accountants en Belastingadviseurs B.V., with registered office and place of business at Ginnekenweg 145 in Breda and all entities affiliated with Van Oers, including but not limited to, Van Oers Audit B.V., Van Oers Agro N.V., Van Oers Corporate Finance B.V., Van Oers Organisatieadvies N.V. and Van Oers IT en Cybersecurity N.V. (hereinafter referred to as: Van Oers). Personal data are therefore also carefully processed and secured. When processing data, we adhere to the current laws and regulations in respect of the protection of personal data. Our business activities take place in the Netherlands and we store our data on servers in the European Economic Area (EER). If Personal Data have to be exchanged for correct execution of the Contract outside of the EER, this shall take place based on adequacy decisions or appropriate guarantees in accordance with the General Data Protection Regulation (GDPR).

2. General

The services that you purchase from Van Oers electronically or by issuing an assignment to Van Oers, form the 'Service'. A separate privacy statement applies to the use of our websites and contact channels, which you can consult on the relevant websites.

Van Oers is Controller for the processing of your personal data, as soon as Van Oers itself determines the purpose and the resources for the processing. For example, when Van Oers is responsible for complying with statutory requirements or when Van Oers acts independently.

For the services in respect of which you, as Client, determine the purpose and the resources for processing the personal data, Van Oers is considered to be the Processor, unless you purchase the Service as a private customer.

This privacy statement only encompasses the processing operations concerning the Service in respect of which Van Oers determines the purpose and the resources and therefore is considered to be the Controller and when you purchase the Service as a private customer. If Van Oers is the Processor and, as Customer, you are the Controller, appendix 1 'Processor's Contract' applies.

Van Oers is entitled to amend the provisions in this privacy statement and if we amend these provisions, we shall inform you of that

3. Legal grounds and purposes for the processing of your personal data

The purpose of the overview is to provide a clear picture, at a glance, of your data that we could reasonably process for the purpose of providing services, in which case Van Oers is considered to be the Controller.

Van Oers only processes personal data for specific purposes when there is a legal basis in accordance with the privacy legislation. Van Oers applies the following legal bases and purposes for the processing of personal data:

3.1 Processing that is required in order to execute a contract and the service

3.1.1 Tax returns and consultancy work

If you, as a private customer, task Van Oers with filing a tax return, or if you purchase tax consultancy or if you ask for contracts to be drawn up, the data listed below, pertaining to you, may reasonably be processed.

- contact detail (including name, address, town/city, telephone number, email address);
- financial information;
- date of birth;
- children's details (first name, date of birth, education);
- salary details (wage slip);
- CSN;
- vehicle registration plate details;
- nationality;
- payment details (bank account number).

In order to file your tax return, as Processor, Van Oers uses an online tax solution. When approving your tax return, Van Oers uses an online customer portal, the Van Oers customer portal. Depending on that service, information can be shared with the Tax Authorities (tax returns) and if applicable, with the Land Registry, the applicable insurance company and/or bank, plus any parties you specify.

3.1.2 Pension advice

If you, as a private customer of Van Oers, purchase pension consultancy work and/or financial product mediation, the data pertaining to you which is listed below may reasonably be processed:

- contact details (including name, address, town/city, telephone number, email address);
- financial information, both business-related and personal (financial and income position);
- date of birth;
- civil status and date of cohabitation or marriage;
- occupation;
- salary details;
- CSN;
- details of education;
- details of health;
- name and address of family members.

Details in relation to your health are only required when taking out occupational incapacity and life insurance or when receiving advice in this respect. Pursuant to article 30 of the GDPR Implementation Bill, Van Oers is permitted to process these health data. To this end, Van Oers can utilise a Processor for pension calculations for advice and intermediation in financial products. Data can be shared with the parties that you specify.

3.1.3 Corporate Finance, mergers and takeovers

When you, as a business customer, private customer and/or potential buyer or seller, are involved in the acquisition or sale of a company, in the assistance of a financing application or with advice therein and the execution of a valuation by Van Oers Corporate Finance, the data listed below pertaining to you may be processed:

- contact details (including telephone number, email address);
- name, address, city/town;
- date of birth;
- financial information.

These data may be (partially and for a specific period) shared anonymously with other interested parties, in which case, in the event of due diligence, an online data room is often used as a Processor. Data can also be shared with parties that you specify.

3.1.4 Accountancy assignments

On account of legal obligations and the fact that, in some cases, the accountant must act independently, Van Oers is the Controller for the following work:

- assignments to audit historical financial information (such as the annual accounts and interim figures);
- assignments to assess historical financial information (such as the annual accounts and interim figures);
- assurance assignments, other than assignments to audit or assess historical financial information (such as lending statements, exemption from publication requirement and subsidy statements);
- assignments relating to assurance, which are compilation assignments (such as the annual accounts, interim figures, prognoses and credit reports);
- general assignments, which are transaction-related services (such as due diligence investigations and valuations).

When performing these types of assignments, the following data may be processed:

- contact details (including name, address, town/city, telephone number, email address);
- financial information;
- vehicle registration plate details;
- VAT number;
- CSN;
- salary details;
- pension details.

As well as data pertaining to you as a business client, this may also concern data regarding employees. These data are required in order to perform the assignment. For purposes of approval and/or to make documents available, such as the annual accounts, Van Oers uses a Processor, the Van Oers Customer Portal. Depending on that service, information be shared with the Tax Authorities and if applicable, with banks, notaries, the chamber of commerce and any other parties who you specify.

3.1.5 The provision of training

When you undergo training at Van Oers, the data listed below pertaining to you may reasonably be processed:

- contact details (including name, address, town/city, telephone number, email address).

As well as data pertaining to you as a business client, this may also concern data regarding employees, if they have undergone training at Van Oers.

Depending on the agreed training, the data may be shared with external training institutes.

3.1.6 Van Oers Organisatieadvies

Van Oers Organisatieadvies can be considered to be a Controller for the work listed below:

- performing a reflection scan (baseline measurement);
- performing interventions on various subjects;
- drawing up business plans;
- consultancy work concerning strategy, investment decisions and cost-reduction programmes;
- writing a financing memorandum;
- managing financing processes at lenders;
- consultancy work concerning credit terms and credit provisions;

- the provision of management information;
- implementation support with IT packages;
- advising and supporting organisations with IT matters;
- the provision of advice about optimisation of IT processes.

When performing these types of assignments, the following data may be processed:

- contact details (including name, address, town/city, telephone number, email address);
- financial information;
- details of education.

As well as data pertaining to you as a business client, this may also concern data regarding employees. These data are required in order to perform the assignment. Data can be shared with the parties that you specify.

3.1.7 Van Oers IT en Cybersecurity

Van Oers IT en Cybersecurity can be considered to be a Controller for the work listed below:

- consultancy work concerning IT and Cybersecurity security measures;
- the provision of advice relating to security awareness;
- carrying out various assessments, including privacy impact, phishing and cybersecurity assessments;
- carrying out various security tests and scans, including penetration tests and vulnerability scans.

When performing assignments of this kind, the following data may be processed:

- contact details (including name, address, town/city, telephone number, email address).

Depending on the specific assignment, your contact details may be shared with external IT and Security suppliers to enable the service to be carried out properly.

If you are not prepared to provide the personal data that we process for these purposes or you do not wish us to process these data, this may mean that you are no longer able to use the Service (properly). We may also block or limit your access to the Service. In addition, we can terminate the contract or end the use of the Service. This possibility is also stated in our General Terms and Conditions.

The reason for this is that we collect these data because that is required in order for the Service to operate correctly, or to ensure that we can provide this Service on your behalf.

3.2 Processing that is required in order to fulfil a legal obligation

3.2.1 Establishing your identity

(Money Laundering and Terrorist Financing (Prevention) Act)

Van Oers is required by law to verify your identity. The following data pertaining to you may then be processed:

- first name, surname, gender;
- date of birth;
- address;
- information relating to your identity document.

Van Oers is required to keep these data for at least 5 years after the end of the business relationship.

3.2.2 Internal record keeping

Van Oers is required by law to keep internal records.

The following data pertaining to you may then be processed:

- contact details (including name, address, town/city, telephone number, email address);
- VAT number.

Van Oers is obliged to keep these data for at least 7 years in accordance with the fiscal retention obligation. Van Oers shares data with the Tax Authorities on account of the obligation to submit a return.

Van Oers is Controller in the prevention or investigation of actual or possible fraud, burglary, infringement or other misconduct that relates to our Service or website.

If you are not prepared to provide the personal data that we process for these purposes or you do not wish us to process these data, this may mean that you are no longer able to, or no longer may, use the Service. In that case, we may also block or limit your access to the Service. In addition, we can terminate the contract or end the use of a Service. The possibility of ending the Service is also outlined in our General Terms and Conditions. The reason for this is that we collect these data because we require these in order to meet our legal obligations.

3.3 Processing that is required for the legitimate interests of Van Oers

Van Oers processes personal data for the purposes listed below, where the processing is required for the legitimate interests of Van Oers:

- to request feedback and to enable us to develop, modify and improve our Service, publications and products;
- to analyse user characteristics and usage patterns to gain a better understanding of how the Service is used, in order to make more effective use of this;
- to drive marketing and promotional materials concerning our products and services.

If you do not or no longer wish the information to be used for direct marketing, you can contact us;

You can also de-register by following the de-registration instructions displayed on every promotional email. This does not affect our right and our ability to send emails to you relating to our Service and account or to use personal data as defined in this privacy statement.

The following data pertaining to you may then be processed:

- contact details (including name, address, town/city, telephone number, email address).

If you are not prepared to provide the personal data that we process for these purposes or you do not wish us to process these data, this may mean that you are no longer able to use the Service (properly). In that case, we may also block or limit your access to the Service. The reason for this is that we collect these data because Van Oers has a so-called "legitimate interest". We also need the data to prevent misuse of the Service or to prevent security incidents.

4. For how long do we keep personal data?

Van Oers does not keep personal data for any longer than required in order to accomplish the purposes for which the data are processed. Unless, pursuant to current laws and regulations we are obliged to keep your personal data for a certain period of time or unless stated differently in this privacy statement, the guiding principle is that your personal data will be kept in accordance with the fiscal retention obligation of at least 7 years.

5. Sharing of your personal data

As a customer, you can purchase several services from Van Oers. If this is the case, we can use your data internally in order to prevent duplicate or incorrect data. The longest applicable retention period (depending on the service) is applied based on periods laid down in current laws and regulations.

5.1 Sharing with processors

We can engage the services of third parties, such as hosting providers, to assist us in providing the Service. As part of their role when delivering the Service, those third parties can process your personal data. In this respect, a third party like this will hereinafter be referred to as 'Processor'.

In some cases, the Processor may collect your personal data on our behalf.

We inform Processors that they may only use personal data that they receive from us to enable the Service to be provided.

We are not responsible for any additional information that you provide directly to Processors, or for the provision of data which you exchange on your own initiative by forming relationships between Processors and other parties.

It is prudent to make sure you are well informed about the Processor and its company before you provide personal data.

5.2 Sharing with your consent

We can also share personal data with other parties, provided you give your consent to that end. We can, for example, work with other parties in order to offer you specific services or offers directly. If you register for these third party services or marketing offers, we can provide your name or contact details if they are required to provide that service or to contact you.

5.3 Our legal responsibility

We may also share personal data with third parties if this:

- is reasonably necessary or appropriate in order to fulfil the requirements of current laws and regulations;
- is required in order to fulfil statutory requests from authorities;
- is required in order to respond to possible claims;
- is required to protect the rights, property or safety of ourselves, our users, our employees or the public;
- is required to protect ourselves or our users from fraudulent, offensive, inappropriate or unlawful use of the Service.

We will immediately inform you of requests that we receive from a government agency and that concern your personal data, unless we are not allowed to do so pursuant to the law.

5.4. Anonymised information

Meant by 'anonymising information' is that the information is amended in such a way that identification of natural persons is no longer possible. Take into account that such information can be shared with third parties without your consent.

6. Protection of personal data

We will ensure that we take suitable technical and organisational security measures in relation to the processing of personal data. For example, as the Client, you have the right for Van Oers to handle your personal data carefully. For that reason, Van Oers has set up an internal security policy and privacy policy and has aligned this with the privacy legislation. This policy is effected in contracts, codes of conduct and (security) measures.

We adhere to generally accepted standards in order to protect personal data, both during the transfer thereof and as soon as we have received the personal data. We have introduced physical, electronic and management procedures that are designed in order to prevent unauthorised access, loss or misuse of personal data as much as possible. We limit, where reasonably possible, the internal access to personal data to employees who need that information to be able to carry out their work. Unauthorised access to, or unauthorised use of, personal data by an employee is prohibited and can lead to disciplinary action. Our employees are bound by a non-disclosure clause.

Our information management systems are, where reasonably possible, configured in such a way that employees who are not authorised to consult certain information or personal data have, in principle, no access to that information.

You must take into account that our Processors are responsible for processing, managing or saving (some of) the personal data that we receive. In the Processor's Contract that we have entered into with these Processors, we have compelled the Processor to protect your personal data.

We would like to remind you that absolute security in relation to sending personal data via the internet or saving personal data cannot always be guaranteed.

7. Which rights do you have with regard to the use of your personal data?

As an involved party, by virtue of the law, you have a range of rights that you can exercise. Below we will briefly outline your rights and how you can make use of these rights. Remember that exercising your rights can result in you no longer being able to use the Service or that the Service shall no longer be provided (as defined in article 3).

You can check, revise, correct or delete the personal data that are collected within the scope of providing the Service.

In certain cases we have the right to keep your personal data. This is allowed if this is necessary or recommended in order to resolve disputes, to enforce the applicable conditions of use, for technical and/or legal requirements and/or if the Service requires that.

You can ask us to restrict or to stop the processing of your personal data in the future. Where possible we will comply with your request.

You can ask us to transfer the personal information that we process about you to another party. You must then specify which information you wish to have transferred. We shall only fulfil this request if this concerns information that is processed pursuant to article 3.1 of this Privacy Statement, unless this information also contains personal data about other (natural) persons.

You have the right to submit a complaint to the competent privacy authority that relates to our processing of personal data. In the Netherlands, this authority is the Dutch Data Protection Authority (Autoriteit Persoonsgegevens), which you can contact on <https://autoriteitpersoonsgegevens.nl>

8. Submission of requests

You can submit a request in writing or by email to exercise your rights.

A written request must be dated and signed. Written and digital requests outline at least:

- that this is a request within the scope of 'exercising rights of the involved party under the General Data Protection Regulation (GDPR)';
- that these are addressed to the Privacy Officer;
- the full name and initials and the address of the involved party;
- a copy of a valid identity document belonging to the involved party (in which the CSN number and the passport photo are obscured);
- the provision of an email address for purpose of correspondence;
- an explanation about the request and which right you wish to exercise;
- that a request for limitation or correction states which changes you wish to make.

We ask for a copy of your identity document in order to prevent your personal data from being shared with the wrong person.

The request for inspection, correction, transfer, deletion or limitation must be submitted to the postal address P.O. Box 165, 4870 AD Etten-Leur or by email: privacy@vanoers.nl

9. Processing of and dealing with requests

Van Oers shall only examine requests in respect of which Van Oers is considered to be the Controller. If this is not the case, you will be informed that the request will not be processed. If Van Oers is considered to be the Processor, it shall forward the request to be processed to the correct Controller. You shall be informed of that.

If the request does not fulfil the stipulated conditions (see submission of requests), you will be given the opportunity to modify the request within 2 weeks. If the request is not modified within this period of time, you will receive a decision stating that the request will not be processed.

Van Oers shall provide you immediately and, in any case, within one month after receiving the request, information on how the request will be followed up. Depending on the complexity of your request and on the number of requests, if necessary that period of time can be extended by two months. If applicable, within one month of receipt of the request, Van Oers shall inform you of this extension.

10. Contact

If you have questions, problems or remarks about this privacy statement, please contact us by e-mail at privacy@vanoers.nl