GENERAL TERMS AND CONDITIONS

Version 1.2 – Effective Date: August 1, 2023

Service-Level Agreement (SLA) for OrderLemon E-commerce and CRM Platform

This Service-Level Agreement ("SLA") is entered into between Orderlemon NV a Belgian Company with the VAT number: BE0784984079

(hereinafter referred to as "OrderLemon") and Bedrijf (hereinafter referred to as "Contractor"), with a legal address

Straat 1, 1000 Stad, be, under the VAT number BE0419052173 for the provision of e-commerce services utilizing WhatsApp and Facebook Services. This SLA outlines the terms and conditions under which the services will be provided.

Article 1 - Definitions

Account: private part of the Platform to which the Contractor has (exclusive) access.

Agreement: the agreement between the Contractor and OrderLemon of which the General Terms and Conditions and the Data Processing Agreement form part.

Contractor: the natural or legal person offering its Products via OrderLemon's Platform.

Customer: natural or legal persons who contracts with the Contractor via the Platform;

General Terms and Conditions: these General Terms and Conditions, regardless of the form in which they are disclosed.

Intellectual Property: patent, copyright, trademark, design and model rights and/or other (intellectual property) rights, including database rights and - whether patentable or not - technical and/or commercial know-how, methods and concepts.

OrderLemon: Orderlemon NV, (Kruispuntbank van Ondernemingen nr. 784984079), a company incorporated under Belgian law with its registered office at Geelsebaan 63a 2460 Kasterlee.

Order: the agreement established between Contractor and the Customer.

Parties: Contractor and OrderLemon.

Platform: the landing page(s), Account(s) and further online environment including any links to Third Party Services as offered via www.orderlemon.com or in any other manner; the Platform does not include the Third Party Services.

Product: the products as offered by the Contractor via the Platform.

Services: the services provided by OrderLemon to the Contractor, including (providing access to) the Platform and facilitating Orders between the Contractor and Customers.

Third Party Services: third party services accessible via the Platform with which the Contractor and/or Customer must enter into an agreement or not.

Article 2 - Applicability

These General Terms and Conditions apply to any Agreement and to any use of the Platform or any other Services of OrderLemon.

OrderLemon is entitled to amend or supplement these General Terms and Conditions. In case of substantive changes, OrderLemon shall communicate these changes to Contractor at least 30 calendar days prior to their entry into force.

If Contractor does not wish to agree to the amendments, Contractor may terminate the Agreement between the Parties until the amendments take effect.

Article 3 - Licence

OrderLemon hereby grants to Contractor a limited, non-exclusive and non-transferable, non-sublicensable right, subject to the condition precedent of payment by Contractor of all amounts owed by it under the Agreement, which right Contractor hereby accepts, to use the Platform for its own organization and solely for the purpose of concluding and executing Orders from Customers to Contractor.

Contractor grants OrderLemon a license to all photographs, texts and other information made available by Contractor on the Platform for the purposes of the provision of the Services by OrderLemon to Contractor.

Article 4 - Prices and payment

Contractor shall pay a monthly fee in advance for access to the Platform. Our prices are excluding VAT. In addition, Contractor shall pay a fee on each transaction of:

- Cash/PIN: € 0.35 and a fee of 1.5% on the total order value of each Order.

- Ideal: € 0.35 and a fee of 1.5% on the total order value of each Order.

- Bancontact: € 0.45 and a fee of 1.5% on the total order value of each Order.

- PayPal: 0,50 and a fee of 2,5% on the total order value of each Order.

- VISA/Mastercard: € 0.40 and a fee of 3.5% on the total order value of each Order.

Platform pricing will be published on our website: https://www.orderlemon.com/nl/prijs. These fees are either settled via OrderLemons payment platform 'Online Payment Platform' in case of an online payment. In case of in-store payment (cash or pin), invoicing will be done once a month. All fees mentioned above are settled automatically by direct debit.

Fees mentioned on OrderLemons website do not include VAT and other government taxes.

Payment of the fixed part of the fees owed by Contractor shall be made in the manner specified by OrderLemon on the invoice, with instructions regarding payment stated on the invoice being followed by Contractor. The variable part of the fees payable shall, at OrderLemons discretion, be set off against payments received by Contractor from Customers or charged separately to Contractor.

In respect of the quantity of Orders and order values, the data from OrderLemons administration or systems provide compelling evidence, subject to proof to the contrary.

OrderLemon is entitled to amend its fees from time to time. A change in fees will be announced at least two months prior to the change taking effect. If Contractor does not wish to agree to the change, Contractor is entitled to terminate the Agreement in writing within one month of the notification by the date on which the change comes into effect. However, Contractor shall not be entitled to such right of termination if the applicable prices and rates are only adjusted for inflation on the basis of the price index for family consumption ('prijsindex voor de gezinsconsumptie alle huishoudens') all households as published by Central Statistics Office ('Centraal Bureau voor Statistiek').

In addition, if the customer considers sending messages to its customers (consumers or companies), these will be invoiced separately and therefore exclusive and therefore not part of the subscription. The costs for sending messages can be found here:https://developers.facebook.com/docs/whatsapp/pricing/.

Article 5 - Intellectual Property Rights

The Intellectual Property Rights to the Platform or in other Services or products provided by OrderLemon shall remain vested in OrderLemon or in the third party from whom OrderLemon has obtained the right to make (a part thereof) available to Contractor.

Contractor is not permitted to copy, modify, decompile, translate, alter, or reverse engineer (parts of) the Platform except with the written consent of OrderLemon or to the extent required by mandatory applicable law.

All other information such as (WAB) numbers, etc. made available by OrderLemon or its suppliers, such as Third Party Service providers, shall remain the property of OrderLemon or its suppliers.

Contractor warrants that, if and to the extent materials or data are made available by it to OrderLemon or to Customer under the Agreement or otherwise, whether through the Platform or otherwise, it is entitled to do so and that such materials and data do not infringe any third party rights or are otherwise unlawful.

Article 6 - Rights and Obligations OrderLemon

OrderLemon makes every effort to ensure optimal availability and accessibility of the Platform, but expressly does not guarantee the (undisturbed or error-free) functioning thereof.

OrderLemon has the right to modify the Platform from time to time to improve its functionality and to correct errors and defects. OrderLemon will endeavor to fix any errors and defects in the Platform, but cannot guarantee that all errors and defects will be fixed. If, in OrderLemon's reasonable opinion, a modification requires a significant adjustment on the part of Contractor or Customer, or results in a significant change in functionality, or leads to discontinuation of the provision of certain functionality, OrderLemon will notify the Contractor as soon as possible. OrderLemon also reserves the right to stop offering certain functionality at all through the Platform at any time. OrderLemon will notify Contractor as soon as possible.

As the functionality of the Platform is provided to multiple Contractors, it is not possible to waive a particular modification only for Contractor. The Contractor cannot claim compensation for damages under the circumstances referred to in this paragraph.

OrderLemon reserves the right to (temporarily) take the Platform out of use and/or restrict its use if:

a.   this is necessary for maintenance, modification, improvement of the Platform;

b.   if Contractor fails to fulfill any obligation towards OrderLemon;

c.   if Contractor violates the Agreement with OrderLemon.

OrderLemon shall never be liable to Contractor for any compensation regarding such decommissioning or restriction of the use of the Platform.

OrderLemon is in no way responsible for support to Customer(s). OrderLemon shall only support Contractor in providing support to Customer.

OrderLemon is in no way responsible or liable for (the operation of) the Third Party(ies) Services integrated into the Platform.

Article 7 - Rights and obligations Contractor

The relationship between OrderLemon and Contractor is one between independent contracting parties. Contractor does not have the right to act on behalf or for the account of OrderLemon. Contractor enters into agreements with Customers exclusively in its own name. Contractor is also solely responsible and liable for the execution of the Orders of Customers.

Contractor is obliged to provide current and accurate information to OrderLemon and to keep such information up to date.

Contractor must keep (or cause to be kept) secret any usernames and passwords provided in relation to the Account. It is not permitted to transfer usernames, passwords and/or any provided alternative means of authentication or to give them in use to third parties, unless OrderLemon has given its express written consent.

Contractor is responsible and liable for any use under its Account, including unlawful use. OrderLemon is not liable for misuse of usernames, passwords and/or any alternative means of authentication provided and may assume that when Contractor logs on with Contractor's username, password and/or any alternative means of authentication provided, Contractor is actually the Contractor. As soon as Contractor knows or has reason to suspect that user names, passwords and/or any alternative means of authentication provided have come into the hands of unauthorised persons, and/or the unlawful content is being exchanged over the Platform, Contractor must notify OrderLemon immediately, without prejudice to its own obligation to take effective measures itself immediately.

Contractor may only use the Platform for lawful and legitimate purposes as agreed in the separately signed agreement between Contractor and Facebook/META. Contractor may only use the Platform for physical goods. Contractor may not use the Platform for, amongst others, drugs, medical- or healthcare products, digital content, alcohol, animals, weapons, etcetera. OrderLemon has the right to refuse Contractor to use the Platform for Contractor's specific products at any time.

Contractor is responsible for the purchase and maintenance of the equipment necessary to access and use the Platform, such as smartphones and internet connections.

Contractor shall comply with the terms and conditions set by third parties for the use of Third Party Services as integrated into the Platform, for example those of the Payment Service Provider or those of WhatsApp for Business.

By subscribing to OrderLemon, Contractor accepts to publish its assortment with prices and descriptions on OrderLemon, public marketplaces such as Google Play store and Apple IOS store, websites and Meta Inc platforms. The information of Contractors items, including text, photos and videos, is Contractors legal responsibility. OrderLemon, Meta or any other Third Party reserves the right to take down those products without notice or cancel Contractors entire shop's catalogue.

Contractor is solely responsible for the information communicated to Customer, and for example for information about sales terms. Contractor is also solely responsible for determining, collecting and paying al relevant applicable taxes for the agreements concluded with Customers via the Platform.

Contractor may only use OrderLemon authorized payment gateways for all the online payments via the accounts of WhatsApp. Any failure to do so will apply the same fees per transaction initiated via OrderLemon Services, and Platform.

Article 9 - Privacy

Parties will comply with (their obligations under) the General Data Protection Regulation and all other applicable laws and regulations regarding privacy and data protection in the context of the Agreement.

If necessary or desirable, Parties will make further written agreements on the processing of personal data, such as the conclusion of a data processing agreement.

Article 10 – Confidentiality

The parties mutually undertake to keep confidential all information and data of which the parties become aware in the execution of this Agreement, including company data, customer data, purchase and sales data. The parties undertake not to disclose such information and data to third parties other than necessary for the performance of this Agreement without the written consent of the other party, unless (i) unless applicable mandatory regulations require either party to disclose the information.

Article 11 - Termination

Insofar as Contractor and OrderLemon have agreed on a monthly subscription, this can always be terminated by either party at the end of a contract month subject to one month's notice.

Insofar as Contractor and OrderLemon have agreed on an annual subscription, this can always be terminated by either party at the end of a

contract year subject to one month's notice.

The Agreement may be immediately terminated by the Parties in writing if:

a.   the other Party is granted (provisional) suspension of payment;

b.   the other Party is declared bankrupt;

c.   the business of the other Party is liquidated or discontinued;

d.   the other Party is (no longer) able or willing to fulfil its obligations under the Agreement.

Obligations which by their nature are intended to continue even after the termination of the Agreement, such as Intellectual Property, Confidentiality, Liability and Choice of Law will continue to apply even after the end of the Agreement.

After the termination of the Agreement, OrderLemon is entitled to (permanently) delete all data present from and about Contractor, insofar as there is no legal obligation on OrderLemon itself to retain certain data.

Article 12 - Liability

The Platform and OrderLemon Services are provided "as-is" and "as-available" to the maximum extent permitted under applicable law.

OrderLemon makes no warranties or representations, express or implied, as to any matter whatsoever, including but not limited to non-infringement of third-party rights, non-infringement of usage data or other data, merchantability, integration or fitness for a particular purpose, or that the Platform and Services will meet the requirements of Contractor or function properly when used in conjunction with other software or hardware. Furthermore, Contractor makes no warranties for any third-party services, software or hardware that may be used to access and use the Platform or Services.

OrderLemon's maximum liability for damages or costs arising out of or in connection with the Agreement, the use of the Platform or the Services whether in contract, tort, or otherwise, shall be limited to the amount of the fees paid by Contractor to OrderLemon for access to and use of the

Platform in one contract year for each event giving rise to the liability (for this purpose, related events shall be treated as one event), where OrderLemon's total liability in any one contract year shall never exceed EUR 1,000 (one thousand euros).

In no event shall OrderLemon, or its licensors or subcontractors, be liable for any indirect, consequential, punitive, special or incidental damages, including, but not limited to, damages for loss of profits, turnover, business, goodwill, (personal) data, infringement of third party rights or costs incurred to prevent, mitigate or ascertain such damages.

OrderLemon shall not be liable for any damages or costs resulting from or related to the reasonable suspension, termination and/or restriction of access to and use of the Platform and Services.

The limitations and exclusions set out in the previous paragraphs of this article shall cease to apply if and to the extent that the damage or costs result from or are related to intentional or deliberate recklessness of OrderLemons management.

The Contractor shall defend, indemnify and hold OrderLemon harmless from any demands, claims, damages, liabilities, expenses, or losses, including attorney's fees, of third parties arising out of or resulting from:

a.   Customers' claims to the extent that they arise from the Contractor's failure to (fully) comply with the Order;

b.   its own use or use of its Customers of the Platform in breach of the Agreement;

c.   information or other material uploaded or transmitted via a Customer's account, smartphone or other device that infringes, violates or misappropriates the rights of any person or third party (including intellectual property or privacy rights); and;

d.   the violation of mandatory laws or regulations directly applicable to the Contractor.

The Contractor shall use all reasonable efforts to assist OrderLemon in defending itself against any claims and/or lawsuits and shall provide OrderLemon on first request, without undue delay, with all relevant information that may be necessary to defend against and/or settle any such claims and/or lawsuits.

Artikel 13 – Force Majeure

A Party is not obliged to fulfil one or more obligations if it is prevented from doing so as a result of force majeure. Force majeure is understood to include non-attributable failures of engaged third parties or suppliers.

As soon as the force majeure situation will last longer than 3 (three) months, the other Party is entitled to dissolve this Agreement without being liable for damages.

Article 14 - Other

The rights and obligations under the Agreement are not transferable by Contractor to third parties except with the express consent of OrderLemon.

The Contractor hereby authorizes OrderLemon to transfer the rights and obligations under the Agreement to third parties.

OrderLemon is authorized to engage third parties for the performance of the Agreement.

If one or more provisions of the Agreement or General Terms and Conditions prove to be non-binding or invalid, the other provisions shall remain in full force. The parties undertake to agree on substitute provisions which approach the intention of the parties as closely as possible.

In the event of conflict, the following hierarchy applies, with the above taking precedence over the later: a. data processing agreement;

b. these terms & conditions.

Article 15 - Choice of law

This Agreement, including any disputes arising out of or in connection with it, shall be exclusively governed by and interpreted in accordance with the laws of Belgium. Any dispute between the Parties arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Antwerp, Belgium.

Article 16 – User Profiles and Login Information

In order to access the OrderLemon Platform, each individual user acting on behalf of the Contractor (such as employees or representatives) is required to create a personal user profile. This profile must include the following information:

- Full name;

- Mobile phone number;

- Email address.

This information is collected solely for the purpose of granting access to the Platform and enabling secure user authentication during the login process. These personal data are subject to the protections of the General Data Protection Regulation (GDPR) and shall be treated as strictly confidential by OrderLemon. OrderLemon shall never use these personal data for any purpose other than user login and authentication, and such data shall not be used for marketing, analytics, or any other processing activities. These data shall not be shared with third parties unless strictly necessary for the purpose of enabling login functionality (e.g. external authentication providers), and only under the same strict data protection obligations.Upon termination of access for an individual user, their personal data shall be deleted within a reasonable period of time, unless OrderLemon is legally required to retain such data.

Article 17 – Service Level and Platform Availability

OrderLemon aims to ensure Platform availability of at least 99.5% per calendar month, excluding scheduled maintenance. Scheduled maintenance will be communicated at least 24 hours in advance where possible.

OrderLemon shall use commercially reasonable efforts to resolve critical issues or downtime within 24 hours and non-critical issues within 5 business days, depending on severity. No compensation shall be due for downtime unless explicitly agreed otherwise in writing.

Article 18 – Data Retention and Portability Upon Termination

Upon termination of the Agreement, the Contractor shall have a period of thirty (30) calendar days to export all data from the Platform, including Order and Customer information. After this period, OrderLemon reserves the right to permanently delete all Contractor-related data, unless legal obligations require continued retention. Upon written request, and subject to additional fees, OrderLemon can provide a copy of the data in a standard machine-readable format before deletion.

DATA PROCESSING AGREEMENT

Article 1 - Definitions

Where this Data Processing Agreement uses terms that are defined in the GDPR, those terms shall have the same meaning as in the GDPR unless otherwise defined hereinafter. Where this Data Processing Agreement uses terms that are defined in the terms & conditions of OrderLemon, those terms shall have the same meaning as in the terms and conditions of OrderLemon. The capitalized terms used in this Data Processing Agreement have the following meaning:

Controller: the Contractor that concludes the Agreement with OrderLemon to use the Platform and other Services.

Data Subject: the individual who is the subject of Personal Data.

Data Processing Agreement: the present Data Processing Agreement.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Personal Data: any information relating to an identified or identifiable natural person the Processor processes for the purposes of the execution of the Agreement with the Controller.

Processor: OrderLemon.

Article 2 – Processing of personal data

By using the Platform and/or other Services of OrderLemon, personal data are processed. The categories of Data Subjects and types of Personal Data processed by the Processor are included in **Annex 1**.

The Processor shall process the Personal Data it has received only on the basis of the Controller's written instructions and only for the purposes of the execution of the Agreement, unless any provision of EU law or Member State law requires it to carry out this processing. In that case, the Processor shall notify the Controller of this legal requirement prior to the processing operation unless this legislation prohibits this notification for important reasons of public interest.

The Processor does not have any control over the purposes and means of the processing of Personal Data. Nothing in this Data Processing Agreement is intended to transfer control over Personal Data to the Processor in any way.

The Processor is not permitted:

a.   to process Personal Data for its own purposes;

b.   to process Personal Data for other or more extensive purposes than those that are reasonably required for the execution of the Agreement;

c.   to disclose Personal Data to third parties to the extent this is not permitted under the Agreement and/or the Data Processing Agreement and/or under any mandatory statutory provision requiring the Processor to disclose Personal Data to supervisory or investigation authorities.

Article 3 – Compliance with statutory and other rules

The parties shall act in accordance with the provisions of the GDPR and any future national or European statutory and other rules on the processing of Personal Data that may be in force from time to time. If future statutory and other rules reveal a need to adjust the Data Processing

Agreement, the parties will consult with each other for the purpose of making new arrangements that reflect the tenor of this Data Processing Agreement as much as possible.

The Processor agrees to cooperate with the Controller in the execution of a Privacy Impact Assessment to the extent it may do so given the information available to it and the nature of the processing. The reasonable costs this duty to cooperate entails must be borne by the Controller.

To the extent that the Controller is required under statutory or other rules to give information about the processing of Personal Data to a supervisory authority, the Processor shall, when first requested to do so by the Controller, render all cooperation with the Controller that is reasonably requested, so as to ensure that this information is made available and the supervisory authority can be adequately informed.

Article 4 – Confidentiality

The Processor agrees to maintain confidentiality of the Personal Data and to ensure that the persons authorized to process the Personal Data undertake to maintain confidentiality.

This duty of confidentiality will continue to exist after the termination of this Data Processing Agreement, unless it concerns information that is already available to the public other than as a result of any violation of the aforementioned duty of confidentiality.

Article 5 – Security measures to be taken by the Processor

The Processor will take appropriate technical and organizational measures to safeguard a security level tailored to the risk identified and which comprise of the measures set out in **Annex 2**.

In determining the measures to be taken, the Processor shall take account of the state of the art and the implementation costs as well as of the nature, scope, context and purposes of the processing operation concerned and the various risks, in terms of probability and severity, for the risks and freedoms of individuals.

In assessing the appropriate security level, the Processor shall take particular account of the processing risks, mainly those relating to the destruction or loss of data that have been transmitted, stored or processed in any other way, as well as those relating to changes made in or the unauthorized disclosure of such data, either accidentally or unlawfully.

The Processor agrees to take measures to ensure that every natural person who works under the authority of the Processor and who has access to Personal Data will process these data only on the instructions of the Controller, unless any provision of EU law or Member State law requires it to carry out this processing.

Article 6 – Supervision by Controller

The Processor agrees to provide the Controller with the necessary information at the latter's request, to ensure that the Controller is able to assess the Processor's compliance with the provisions of this Data Processing Agreement.

If the Processor is of the opinion that any instruction given by the Controller within the meaning of paragraph 1 constitutes a violation of any statutory or other rules that are in force, including the GDPR, it shall immediately inform the Controller thereof.

The Controller is entitled to engage an independent expert to ascertain whether the Processor fulfils the obligations of the Processor in this Data Processing Agreement, which independent expert will be under an obligation to main confidentiality in respect of the foregoing. The Processor shall cooperate in the audit and make all information that is reasonably relevant to the audit available as soon as possible. The costs of the audits carried out on the instructions of the Controller must be borne by the Controller, unless it turns out that the Processor has failed to fulfill its obligations to a sufficient extent, in which case the Processor must bear the costs.

If the audit report of the independent expert shows that the measures taken by the Processor do not sufficiently comply with the GDPR and/or other statutory or other rules that are in force, the Processor shall immediately take such measures as are necessary to comply with the foregoing rules after all.

Article 7 – Notification obligation with respect to data breaches

The Processor shall inform the Controller immediately, as soon as it finds that there has been any breach with respect to the Personal Data. This information provided must enable the Controller to fulfill its obligations under Articles 33 and 34 of the General Data Protection Regulation.

The Processor shall always keep the Controller fully informed about the progress of any actions to remedy the breach and all relevant developments in respect of the data breach and the consequences thereof. The Processor shall take all measures that can be reasonably expected from it to mitigate the adverse consequences of any unauthorized access of data. Contractor is obliged to provide current and accurate information to OrderLemon and to keep such information up to date. If the processing of an Order faces technical or other operational issues, OrderLemon will, where reasonably possible, contact the relevant Customer by telephone or other means on behalf of the Contractor, with the intention to solve the

issue where possible.

The Processor is not permitted to communicate with the relevant Data Subject(s) and/or supervisory authorities other than on the instructions of the Controller or with its express and explicit permission.

Article 8 – Subprocessing

Processor hereby obtains consent to subcontract parts of the processing of Personal Data to other processors during the term of the Agreement, The subcontractors are:

META

Online Payment Platform

MessageBird

The processor shall inform the Controller of any intended changes regarding the addition or replacement of sub-processors, giving the Controller the opportunity to object to such changes.

Processor shall ensure that all sub-processors engaged by it that play a role in the performance of the Agreement will comply with the obligations contained in this Data Processing Agreement, in particular the obligation to provide adequate safeguards regarding the application of appropriate technical and organizational measures in order to ensure an equivalent level of protection of Personal Data.

Article 9 – Requests from the data subject

Under the GDPR, the Controller has obligations vis-à-vis the Data Subject, such as in respect of the provision of information, giving access to, rectifying, and deleting Personal Data. The Processor shall – where possible – cooperate with the Controller in fulfilling the latter's obligations in this regard. Processor reserves the right to charge its regular hourly rate to Processor for its cooperation.

If a Data Subject contacts Processor directly in relation to the performance of its rights under the GDPR, the Processor will not address this (in substance), but will notify the Controller without delay.

Article 10 – International flow of personal data

The Processor shall ensure that every processing operation of Personal Data that is performed by or on behalf of the Processor, including third parties engaged by it for the purposes of the execution of the Agreement, is carried out within the European Economic Area (EEA) or to or from countries that offer an adequate level of protection in accordance with the GDPR.

Consequently, without the Controller's prior written permission, the Processor may not transmit Personal Data to or store them in a country outside the EEA or make Personal Data accessible from a non-EEA country, unless this country ensures an adequate level of protection or if an applicable provision of Union law or Member State law requires it to process the relevant data. In that case the Processor shall notify the Controller, prior to the processing operation, about that legal requirement, unless this legislation prohibits this notification for important reasons of public interest.

Article 11 – Warranty and indemnity

The Controller warrants that the data processing will be carried out in accordance with the law. This means in any case that the Controller warrants that it is entitled to collect data or have data collected and that it is entitled to process these data and have these collected.

The Controller shall indemnify the Processor for any loss or damage and costs resulting from any claims by third parties, expressly including the Data Subjects and supervisory authorities (such as the Dutch Data Protection Authority), relating to or arising from any unlawful processing operation and/or any other violation of the GDPR or the Data Processing Agreement that can be attributed to the Controller.

Article 12 – Duration of the Data Processing Agreement

This Data Processing Agreement enters into force at the time of entry into force of the Agreement and is entered into for the duration of the Agreement.

As soon as the Agreement terminates or is terminated for whatever reason, the present Data Processing Agreement will remain in force as long as Personal Data are processed by the Processor, after which this Data Processing Agreement ends by operation of law.

Upon the termination of this Data Processing Agreement, the Processor shall at first request and at the discretion of the Controller:

a. make available to the Controller all personal data in a customary format requested by the Controller; or b. delete all Personal Data.

The Processor may retain a copy of the Personal Data only if it is obliged to do so in accordance with a mandatory statutory provision.

Article 13 – Final provision

Amendments and additions to the present Data Processing Agreement are valid only if the Parties have agreed upon them in writing.

This Data Processing Agreement is exclusively governed by Belgian law.

Any disputes arising under or in connection with this Data Processing Agreement must be exclusively submitted to the courts of Antwerp, Belgium.

Annex 1 - categories of Data Subjects and types of Personal Data processed by the Processor

OrderLemon and Woztell

Phone numbers

Names and surnames

Address

Online Payment Platform

Phone numbers

Names and surnames

Address

Official ID Documents such as Passports or National ID Card

IBAN

Annex 2 – Technical and Organisational Measures

OrderLemon shall implement at least the following technical and organisational security measures:

- Encrypted storage of all personal data (AES-256 or equivalent)
- Secure HTTPS transmission (TLS 1.2+)
- Role-based access control and authentication
- Logging of access to customer data
- Daily backups with secure off-site storage
- Periodic security audits and penetration testing
- Prompt security patch management
- Employee access limited to need-to-know basis
- Incident response protocol in case of data breach

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Agreement Signature

_____

Mathieu Van daele

mathieu+10412025@orderlemon.com

22-12-2025

I am authorized to sign and accept this agreement on behalf of Bedrijf