

DORA Addendum between:

- (1) **Company.info B.V.**, a private company with limited liability (*besloten vennootschap*) incorporated under the laws of the Netherlands, having its registered office in Amsterdam, the Netherlands, and its office address at Abram Dudok van Heelstraat 2, 1096 BE Amsterdam, the Netherlands, registered with the Dutch Trade Register under number 33302047, hereinafter referred to as the “Supplier”;

and

- (2) **<Company Name>**, a **<public/private>** limited liability company incorporated under the laws of **<country>**, having its registered office in **<city>**, **<country>**, and its office address at **<address>**, **<postcode>**, **<city>**, **<country>**, registered with the **<Dutch/other country>** trade register under number **<number>**, hereinafter referred to as the “Customer”,

Supplier and Customer are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”;

WHEREAS:

- (A) The Parties have entered into a supply agreement, as may be amended from time to time in accordance with its terms, a copy of which may, if desired, be attached to this Addendum (the “**Agreement**”);
- (B) the Agreement qualifies as a contractual arrangement concerning the use of ICT services pursuant to Article 30 of DORA (as defined below); and
- (C) the Parties wish to enter this Addendum to ensure that the Parties and the Agreement comply with the requirements of DORA.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions defined in DORA shall have the same meaning when used in this Addendum, unless otherwise defined in this Addendum.

- 1.2 Capitalised words and expressions used in this Addendum shall have the meanings set out below:

Addendum has the meaning given in the recitals to this agreement;

Control means, in relation to the relevant person: (i) the direct or indirect ownership or control of more than 50% (fifty per cent) of the (a) ownership interests or (b) voting rights at the general meeting or a comparable body of such person, or (ii) the right or ability to (a) appoint or remove such number of members of the board of directors or a comparable body of such person as hold the decisive voting rights in such body, or (b) direct the appointment or removal of such number of members of the board of directors or a comparable body of such person;

Customer Data means all files, personal data and other information and data collected, stored, processed and/or transmitted by or through the Functions and ICT services provided by the Supplier and/or otherwise provided by the Customer to the Supplier in connection with the Agreement, from time to time;

DORA means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011, including the related regulatory technical standards, each as amended, supplemented, replaced and/or repealed from time to time;

Functions means the functions and ICT services which the Supplier is required to provide to the Customer under the Agreement;

Good Industry Practice means the standards, practices, methods and procedures that comply with applicable laws and regulations and the degree of skill, care, prudence and foresight that would reasonably and ordinarily be expected from a competent and experienced professional IT service provider acting in the interests of the Customer under the same or similar circumstances;

Agreement has the meaning given in Recital (A); and

Service Locations has the meaning given in Clause 4.1.

- 1.3 In this Addendum, unless the context otherwise requires: (i) references to Recitals, Clauses and Schedules are references to the recitals, clauses and schedules of this Addendum, and references to this Addendum include the Recitals and Schedules to this Addendum, and (ii) the words “including”,

“includes” and “including without limitation” shall be deemed to be followed by the words “without limitation”.

2 ADDENDUM

- 2.1 With effect from the Effective Date of the Agreement, this Addendum supplements and amends the Agreement such that Clauses 3 (*Functions Descriptions and Subcontracting*) to 10 (*Participation in Training*) of this Addendum shall also apply to the Agreement and the Agreement together with this Addendum shall contain the arrangements relating to the Functions. If and to the extent that the provisions of the Agreement conflict with the provisions of Clauses 3 (*Functions Descriptions and Subcontracting*) to 10 (*Participation in Training*) of this Addendum, the provisions of Clauses 3 (*Functions Descriptions and Subcontracting*) to 10 (*Participation in Training*) shall prevail over the provisions of the Agreement.
- 2.2 The provisions of this Addendum shall be interpreted by and between the Parties in accordance with the intention and purpose of this Addendum, namely, to ensure that the Parties and the Agreement comply with DORA.
- 2.3 For the avoidance of doubt, except as provided in this Addendum, the text of the Agreement shall remain in full force and effect, and this Addendum shall not affect any rights and obligations accrued by the Parties under the Agreement as at the date of this Addendum.

3 FUNCTION DESCRIPTIONS AND SUBCONTRACTING

- 3.1 The Functions are described in the Agreement.
- 3.2 Changes to the Functions shall be documented in updated descriptions of the Functions replacing the previous descriptions of the Functions, provided that such changes are permitted under the Agreement and do not materially adversely affect the quality, performance, security or scope of the Functions or the Customer’s ability to comply with applicable laws and regulations.
- 3.3 Subcontracting of Functions and changes to subcontracted Functions shall be permitted, subject to the following conditions:
- (a) the Functions may not be subcontracted outside the European Union;
 - (b) the Functions may be subcontracted within the European Union, provided that the requirements set out in this Clause 3.3 are complied with;

- (c) the Supplier shall always remain fully responsible and liable for all subcontracted Functions and its subcontractors;
- (d) the Supplier shall at all times comply with all applicable laws and regulations and its contractual obligations;
- (e) the Supplier shall not subcontract any Functions if doing so would adversely affect the Customer's ability to comply with applicable laws and regulations, the overall ICT security or the ICT risk profile of the Functions.

3.4 The Supplier shall notify the Customer in writing in a timely manner if it intends to subcontract Functions or make changes to subcontracted Functions. The Supplier shall provide sufficient time for the Customer to object before the proposed subcontracting change takes effect and shall provide sufficient information to enable the Customer to assess the benefits and risks that may arise in connection therewith.

4 LOCATIONS OF FUNCTIONS AND DATA PROCESSING

4.1 The locations (in particular the regions or countries) where the Functions are to be provided and where data is to be processed, including the storage location, are set out in the Data Processing Agreement forming part of the Agreement (the "**Service Locations**"). Changes to the Service Locations must be recorded in writing.

4.2 The Supplier shall notify the Customer in writing in a timely manner if the Supplier wishes to change a Service Location and shall provide sufficient information to enable the Customer to assess the risks and impact on the Functions, the data processing and storage locations (including any impact on the agreed service levels and the availability, authenticity, integrity and confidentiality of data processing) and/or to object thereto.

4.3 The Supplier shall ensure that the Service Locations are and remain within the European Union.

5 DATA PROTECTION, ACCESS, RECOVERY AND RETURN

5.1 The Supplier shall have and maintain documented data management and business continuity plans, including in relation to Customer Data, which shall at a minimum comply with Good Industry Practice and ensure the following: (i) adequate standards of availability, authenticity, integrity and confidentiality of data, whether the data is at rest, in use or in transit, and (ii) that Customer Data remains continuously accessible and recoverable, notwithstanding any adverse operational scenarios affecting the Supplier.

- 5.2 In the event of the Supplier's insolvency or winding-up, any form of cessation of the Supplier's business activities, or termination of the Agreement (regardless of the grounds therefor), the Supplier shall promptly and without undue delay provide all Customer Data to the Customer in an easily accessible format, in a manner that preserves the authenticity, integrity and confidentiality of the Customer Data by ensuring continued access to and export of Customer Data throughout the term of the Agreement and the Transition.
- 5.3 As between the Parties, the Customer shall own the Customer Data. In relation to the Customer Data, the Customer shall accordingly have all rights and remedies afforded to ownership under Dutch law, whether or not such rights and remedies are expressly set out in the Agreement and/or this Addendum, including that the Supplier shall only use the Customer Data to the extent necessary for the provision of the Functions to the Customer (except to the extent otherwise agreed in the Agreement), and that the Supplier shall, upon the Customer's first written request, delete and/or provide all or part of the Customer Data in an easily accessible format.

6 SERVICE LEVELS

- 6.1 The agreed service levels are described in the Supplier's General Terms and Conditions.
- 6.2 Updates, revisions and other amendments to the applicable service levels shall be documented in updated service descriptions replacing the previous service descriptions, provided that such amendments are permitted under the Agreement.
- 6.3 The Supplier shall use appropriate tools to accurately and truthfully monitor, measure, log and report on the provision of the Functions to the Customer and to determine whether the agreed service levels have been achieved. The Supplier shall make the original monitoring and log files available in a readable format upon the Customer's written request.

7 ASSISTANCE WITH INCIDENTS

- 7.1 In the event of an incident relating to the Functions, the Supplier shall provide the Customer with reasonable assistance and information, including all assistance and information that the Customer may reasonably require to comply with applicable laws and regulations.

8 COOPERATION WITH AUTHORITIES

- 8.1 The Supplier shall provide full cooperation to the Customer's competent authorities and resolution authorities, including persons designated by them.
- 8.1 Where required by a competent authority (including pursuant to Article 42 DORA), the Customer shall be entitled temporarily to suspend, in whole or in part, the use or deployment of the Functions and/or to terminate, in whole or in part, the relevant contractual arrangements with the Supplier.

9 TERMINATION RIGHTS

- 9.1 The Customer may terminate and/or rescind the Agreement and this Addendum, in whole or in part, by written notice to the Supplier:
- (a) with immediate effect, if the Supplier is dissolved, wound up or declared bankrupt, if the Supplier applies for bankruptcy or a suspension of payments, if an order is made or a resolution is passed for the winding-up, administration, dissolution or liquidation of the Supplier, or if an administrator, receiver, liquidator, trustee in bankruptcy or similar officer is appointed to manage all or a substantial part of the Supplier's assets, if the Supplier enters into or proposes any composition or arrangement with its creditors generally, or if anything analogous to the foregoing occurs in relation to the Supplier in any applicable jurisdiction;
 - (b) with immediate effect, if Control of the Supplier changes, directly or indirectly, in a manner that adversely affects the Customer's ability to comply with applicable laws and regulations, the overall ICT security and/or the ICT risk profile of the Functions;
 - (c) with immediate effect, if the Supplier subcontracts Functions and/or materially modifies subcontracted Functions in breach of the agreed subcontracting conditions;
 - (d) at the request of, or as required by, a competent authority, subject to the maximum notice period permitted by such competent authority, without either Party being liable to pay damages and/or any other compensation in the event of force majeure pursuant to Section 6:75 of the Dutch Civil Code;
 - (e) with immediate effect, if a competent authority requires amendments to the Agreement and/or this Addendum which are not reasonably acceptable to either Party, without either Party being liable to pay

damages and/or any other compensation in the event of force majeure pursuant to Section 6:75 of the Dutch Civil Code;

- (f) with immediate effect, in the event of a serious breach by the Supplier of applicable laws and regulations and/or the terms of the Agreement and/or this Addendum;
- (g) with immediate effect, if inspections, audits and/or other monitoring activities reveal circumstances that may adversely affect the performance of the Functions provided under the Agreement, including material changes in circumstances affecting the Agreement and/or the Supplier's ability to comply with the Agreement and/or this Addendum;
- (h) with immediate effect, in the event of manifest weaknesses in the Supplier's overall ICT risk management, including the way the Supplier ensures the availability, authenticity, integrity and confidentiality of data, whether personal data or otherwise sensitive non-personal data, including Customer Data; and
- (i) with immediate effect, where the competent authorities are no longer able effectively to supervise the Customer as a result of the terms of, or circumstances relating to, the Agreement and/or this Addendum, without either Party being liable to pay damages and/or any other compensation in the event of force majeure pursuant to Section 6:75 of the Dutch Civil Code.

10 PARTICIPATION IN TRAINING

10.1. The Supplier shall participate in the Customer's ICT security awareness programs and digital operational resilience training programs and shall ensure that its material subcontractors do likewise. The Supplier and the Customer shall consult with each other regarding the implementation and content of such awareness programs.

11 CHANGES

11.1 The Customer shall notify the Supplier in writing of: (i) relevant requests from competent authorities, (ii) amendments, supplements and other changes to DORA, and (iii) any breach of applicable laws and regulations, insofar as such requests, amendments, supplements, changes and breaches require the Agreement and/or this Addendum to be amended.

- 11.2 Following notification pursuant to Clause 11.1, the Parties shall negotiate in good faith to agree a solution that is reasonably acceptable to both Parties and which, viewed in the context of this Addendum as a whole, most closely reflects the Parties' intention under this Addendum, without prejudicing the legality, validity and enforceability of the remainder of this Addendum, failing which the Customer may terminate the Agreement and this Addendum, in whole or in part, by written notice to the Supplier.

12 CONFIDENTIALITY

- 12.1 Each Party shall, and shall procure that each person to whom it discloses information as contemplated below shall, keep confidential and not disclose or make available to any person the contents of this Addendum, the subject matter of, or the process of, discussions, negotiations or disputes between the Parties in connection with this Addendum, or any information of a secret, confidential or commercially sensitive nature received by one Party in relation to the other Party or its respective business affairs, except to the extent that: (i) such information is or becomes public knowledge otherwise than as a result of a breach of a duty of confidentiality by that Party, (ii) disclosure is required by applicable laws and regulations or pursuant to a request from a competent authority, (iii) disclosure is reasonably necessary for the purposes of defending a claim, enforcing rights, or performing obligations under this Addendum, or (iv) the prior written consent of the other Party has been obtained.

13 MISCELLANEOUS

- 13.1 Unless otherwise provided in this Addendum, each Party shall bear its own costs and expenses in connection with the negotiation, preparation and implementation of this Addendum and the performance of its obligations hereunder.
- 13.2 If any provision of this Addendum, or its application to any Party or circumstance, is held to be wholly or partly unlawful, invalid or unenforceable under applicable laws and regulations, that provision shall to that extent be deemed not to form part of this Addendum. To the extent reasonably possible, the Parties shall negotiate in good faith to agree a replacement for the unlawful, invalid or unenforceable provision with a lawful, valid and enforceable provision which, viewed in the context of this Addendum as a whole, most closely reflects the Parties' intention under this Addendum, without affecting the legality, validity and enforceability of the remainder of this Addendum.

- 13.3 No amendment to or variation of this Addendum shall be valid unless it is in writing and duly executed by or on behalf of the Parties.
- 13.4 The rights and obligations of a Party under this Agreement may not be assigned or otherwise transferred (whether directly or indirectly) without the prior written consent of the other Party. Any purported assignment or transfer in breach of this Clause 13.4 shall be void.

14 GOVERNING LAW AND JURISDICTION

- 14.1 This Addendum (including the provisions of Clause 14.2) and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded.
- 14.2 Any dispute arising out of or in connection with this Addendum, including any dispute concerning the existence or validity of this Addendum, including this Clause 14.2, and any non-contractual obligations arising out of or in connection with this Addendum, shall be subject to the exclusive jurisdiction of the competent courts of Amsterdam, without prejudice to any right of appeal or appeal in cassation.

This Addendum entered into force on the Effective Date of the Agreement.

Thus, signed and executed in duplicate,

Signature:

Signature:

Company.info B.V.
Name>

<**Customer** **Company**

Job van Wagenveld
CEO
Date:
Place: Amsterdam

Name:
Position:
Date:
Place: