

PURCHASE CONDITIONS HOLLAND CASINO 2018.v1

Scope

Holland Casino procures three categories of products and services, namely: Services, Goods and IT Services.

Chapter 1 of these Purchase Conditions applies to each purchase category. Chapter 2 additionally applies to the purchase of Goods and chapter 3 applies additionally to the purchase of IT Services. Chapter 4 pertains to data security and applies additionally to any purchase category in which the Supplier has access or obtains access to information systems and/or networks belonging to Holland Casino. Chapter 5 applies insofar as there is processing of Personal Data.

CHAPTER 1 – GENERAL

Article 1. Definitions

The following definitions apply in these Purchase Conditions:

<i>Acceptance test:</i>	A procedure in which Holland Casino determines whether it can proceed to acceptance of the IT Services;
<i>IT Services:</i>	The IT Services that a Supplier provides and/or software it delivers to Holland Casino under an Agreement;
<i>Services:</i>	The work, other than IT Services, that is to be performed under an Agreement;
<i>End Result:</i>	The established result that arises from an Agreement with regard to which copyright or other rights of ownership can be enforced;
<i>Holland Casino:</i>	Contracting party (registered at the Dutch Chamber of Commerce under number 68662289) and the user of these Purchase Conditions;
<i>Purchase Conditions:</i>	These Purchase Conditions;
<i>Supplier:</i>	The supplier from which Holland Casino has received a tender and/or proposal or with which Holland Casino has entered into an Agreement;
<i>Delivery:</i>	Putting one or more Goods into Holland Casino's possession or under its control respectively and any installation and/or assembly of these Goods as well as the delivery of Services and/or IT Services;
<i>Agreement:</i>	The agreement entered into between Holland Casino and the Supplier regarding the Delivery of Goods, Services and/or IT Services. With regard to the conclusion of the Agreement, please refer to article 3.2 of the Purchase Conditions;
<i>Parties:</i>	Holland Casino and the Supplier;
<i>Confidential Information:</i>	Personal data and all other information that is considered confidential by Holland Casino and/or the Supplier and that the Parties have at their disposal or come to have at their disposal concerning requests, tenders, proposals or the Agreement, with the exception of information that is made public without constituting or having constituted a breach of an obligation of confidentiality;
<i>Goods:</i>	The tangible objects that are to be delivered.

Article 2. Scope of application

1. These Purchase Conditions apply to all (precontractual) requests, tenders, proposals and Agreements in which Holland Casino acts as a client for the supply of Goods and/or Services and/or IT Services.
2. The Supplier's general terms of delivery or any other conditions that the Supplier uses or to which it refers, are hereby explicitly excluded.
3. Any derogations from these Purchase Conditions solely apply where these derogations have been agreed in writing between Holland Casino and the Supplier.
4. The Agreement will prevail in the event of any conflict between the Agreement and the Purchase Conditions.
5. If and in so far as one or more provisions in these Purchase Conditions conflicts with any statutory provision and/or is declared invalid or void under an irrevocable judicial decision, then the remaining provisions will remain unimpaired. In this case the Parties will make efforts to replace the invalid or void provisions with valid provisions which should as far as possible be in keeping with the intentions of the invalid or void provisions.
6. The Supplier is aware of the regulated industry in which Holland Casino operates and will ascertain the specific statutory and regulatory framework that applies to this industry, which includes but is not limited to the Games of Chance Act (*Wet op de kansspelen (WOK)*) and the Casino Games Decree 1996 (*Beschikking casinospelen 1996*). The Supplier declares that it will consult and observe Holland Casino's rules and regulations to be found at <https://www.hollandcasino.nl/en/onze-spelregels>.
7. The Supplier is not permitted to use Holland Casino, including its logo, in any form of communication or publicity without Holland Casino's prior written consent.

Article 3. Proposal and establishment of the Agreement

1. Unless agreed otherwise between the Parties, the proposal or tender submitted by the Supplier is irrevocable and remains valid for a period of at least 30 calendar days from the date on which Holland Casino has received the proposal or tender. Holland Casino has the right to assign parts of a submitted proposal or tender to the Supplier.
2. The Agreement should be concluded through the acceptance in writing (including by e-mail and/or purchase order) by Holland Casino of the Supplier's proposal or tender, or through the signing of a written agreement between the Parties.
3. The costs that arise from the preparation and issue of a proposal or tender will be fully at the expense and risk of the Supplier.

Article 4. Obligation to notify

When entering into and performing the Agreement, the Supplier has the obligation to immediately warn Holland Casino of any inaccuracies, defects or shortcomings in the invitation for tender and/or the Agreement, including the annexes, which includes drawings, models, materials and specifications where these have been provided or reasonably ought to have been provided by the Supplier. Inaccuracies are also understood to include the unsuitability of the Goods, Services and/or IT Services and the inadequate functioning of data security. This obligation also applies to any consequences and risks, whether financial or otherwise, that the Supplier might reasonably suspect that these have not been foreseen by Holland Casino.

Article 5. Amendments

1. Holland Casino will notify the Supplier in writing of any required changes that it wishes to implement to the scope and/or the description of the Goods, Services and IT Services. Any changes should be agreed between the Parties in writing.
2. Should the Supplier be of the opinion that a change may have consequences with respect to the agreed performance, it is obliged to inform Holland Casino of this in

writing before implementing the change, as soon as possible and ultimately within 8 working days of the date of the required change.

3. If the Supplier has not informed Holland Casino in writing about any possible consequences or has not done so fully, the consequences will be at the expense and risk of the Supplier.

Article 6. Transfer of rights and obligations

1. The Supplier is not permitted to fully or partly transfer the rights and/or obligations which arise for the Supplier out of the Agreement to third parties without the prior written consent of Holland Casino. Holland Casino may attach conditions to its consent.
2. The Supplier is not permitted to fully or partly source out the rights and/or obligations which arise for the Supplier out of the Agreement to third parties, without the prior written consent of Holland Casino. Holland Casino may attach conditions to its consent. The Supplier will remain at all times liable vis-à-vis Holland Casino for the correct compliance with the obligations arising out of the Agreement.
3. If Holland Casino has given its consent to the Supplier to engage a third party for the performance of (any of) its obligations, Holland Casino may withdraw its consent if Holland Casino believes that the third party is not complying in any manner with what is expected or on any other reasonable ground. In this case, following the withdrawal of consent, the Supplier will either perform the obligations itself or it will have these obligations performed by another third party that has been approved in writing by Holland Casino.
4. Holland Casino may transfer its rights and obligations arising out of this Agreement to group companies, transfer these to a partnership or transfer these to a third party without the prior written consent of the Supplier. Holland Casino will inform the Supplier in writing of any transfer of this nature.

Article 7. Delivery

1. The Supplier guarantees that the Goods, Services and/or IT Services and any respective installation or assembly meets what has been agreed.
2. The Supplier guarantees that the Delivery of Goods, Services and/or IT Services will be performed in a professional manner and guarantees the quality and integrity of its employees.
3. Any work or additional work performed without prior written agreement between the Parties will be at the expense and risk of the Supplier.
4. The Delivery must occur at the agreed time and place. All of the delivery periods and times stated by Holland Casino are strict, unless determined otherwise in the Agreement. If the Supplier fails to meet any delivery period or delivery time it will be immediately in default without any notice of default being required.
5. If the Supplier wishes to deliver earlier than stated, this may only occur with the prior written consent of Holland Casino and will not lead to any changes to the originally agreed payment term or warranty period.
6. The Supplier should immediately notify Holland Casino in writing if there is a risk that it will fail to meet any delivery times. This does not prejudice any consequences of this failure to meet the delivery time under the Agreement, of which the Purchase Conditions form a part, or any statutory provisions.
7. The Supplier is only authorised to perform partial deliveries subject to written agreement with Holland Casino and this will not lead to any increased costs for Holland Casino. Holland Casino has the right to return any partial delivery or deliveries which have not been agreed in writing at the expense and risk of the Supplier.

8. Unless specified otherwise in the Agreement, the Delivery will occur under the Incoterms (2010) DDP (Delivery Duty Paid) and Holland Casino does not accept cash on delivery under any circumstances.
9. Holland Casino has the right to postpone the Delivery. If Holland Casino makes a written request to postpone the Delivery, Holland Casino will reimburse the Supplier for any reasonable expenses approved by Holland Casino for packaging, storage, preservation, protection and insurance arising from the postponement.
10. The Supplier guarantees that the Goods, Services and/or IT Services are complete and ready for use, with the understanding that the ownership of items including components, auxiliary materials, tools, spare parts, user manuals, assembly instructions, drawings, instruction books and other documents is also delivered, even if these have not been specifically named.
11. The Supplier is obliged to deliver the ownership of all information, documentation, details and so forth to Holland Casino that Holland Casino reasonably requires in order to make normal use of the delivered Goods, Services and/or IT Services. Holland Casino is free to use these documents and may duplicate these for its own use. The documents should be drawn up in either Dutch or English.
12. In addition to the Delivery as agreed in the Agreement, the Supplier will also perform all additional actions that Holland Casino reasonably needs to be able to make optimum use of the Goods, Services and/or IT Services at the price given in the Agreement.
13. If the Supplier has not received notification from Holland Casino within 14 days of the time of Delivery that the Goods and/or Services have not been accepted, these will be considered to have been accepted. This expressly does not apply to the Delivery of IT Services.

Article 8. Packaging

1. Where the Delivery concerns Goods and/or software, the Supplier will pack these carefully, store these separately in an easily identifiable manner and preserve, protect and insure these. All Goods and/or software will be packaged by the Supplier in such a way that these are able to reach their destination undamaged by normal transportation. All packaging, with the exception of packaging that is clearly identified as Supplier's transit packaging will become the property of Holland Casino at the time of Delivery. Holland Casino may waive this right and oblige the Supplier to take back the packaging, including waste materials and packaging materials, or return these at its expense.
2. If Holland Casino processes or destroys the packaging at the Supplier's request, this will be done at the expense and risk of the Supplier.

Article 9. Laws and regulations

1. The Supplier guarantees that it meets all aspects of the national and European laws and regulations that are currently in force, including the laws and regulations related to the protection of personal data, safety and the environment. The Supplier guarantees that it will comply with all relevant laws and regulations, codes and guidelines of government bodies in the performance of its obligations. The Supplier cannot rely on its unfamiliarity with any relevant laws and regulations against Holland Casino.
2. Holland Casino and the Supplier will observe the working practices and instructions determined in the current version of NEN 3140 when working on or in the vicinity of low-voltage installations or networks.

Article 10. Price and price revision

1. The prices include all costs connected to the Supplier's compliance with its obligations. The prices will be increased with VAT, unless otherwise applicable or agreed.
2. The prices are fixed for the term of the Agreement, unless the Agreement specifies circumstances which may lead to price alterations and also specifies the manner in which the alteration will take place.
3. Any additional costs which have not been expressly accepted in writing by Holland Casino will not qualify for reimbursement.

Article 11. Invoicing and payment

1. Holland Casino's payment obligation will first occur after the Delivery has been considered as accepted, as described in Article 7.13 of these Purchase Conditions.
2. Unless the Parties have agreed otherwise, the Supplier will invoice Holland Casino within 30 calendar days, from the moment that the Delivery is considered to have been accepted. The Supplier will invoice Holland Casino for partial deliveries within 30 calendar days, from the time that the last partial delivery is considered to have been accepted, unless agreed otherwise by the Parties.
3. The Supplier should specify the following information on its invoice:
 - Name and full address;
 - IBAN and the name of the account holder should this be different;
 - Chamber of Commerce number;
 - VAT number;
 - A PO number from Holland Casino generated by Esize or Holland Casino's contract number.
4. Furthermore, the number and type of Goods, Services and/or IT Services supplied will be fully specified in the invoice together with the delivery address, unless otherwise agreed in writing. When multiple Deliveries occur within an invoicing month the Supplier will invoice for the total Deliveries.
5. Holland Casino only accepts invoices in digital form:
 - Each digital invoice should be sent separately in an e-mail, in other words one invoice per e-mail, to the following address: facturen@hollandcasino.nl;
 - The subject of the e-mail should state "credit" if it concerns a credit invoice;
 - Invoices should be send in either PDF or XML format;
6. Invoices should mention the respective site and should be addressed to:
Holland Casino [name of Holland Casino location]
Postbus 648
2130 AP Hoofddorp
7. Invoices should meet the requirements stated in the Turnover Tax Act 1968 (*Wet op de Omzetbelasting 1968*).
8. Holland Casino is entitled to set further requirements for invoicing, which it will communicate to the Supplier in writing.
9. Holland Casino is entitled to fully or partially suspend its obligations at the expense of the Supplier, including payments to the Supplier, if and in so far as the Supplier or one of the companies in its group is in default with regard to the observance of its obligations in the Agreement or any other agreement between the Parties.
Holland Casino will inform the Supplier in writing of any suspension and will provide its reasons for this.
10. Holland Casino is entitled to offset any of its debts to the Supplier against any claims that Holland Casino may have against the Supplier or companies in its group.

11. Holland Casino will settle the invoice by transferring the amount due to the IBAN number that the Supplier provided for this purpose in its invoice. Unless the Parties have agreed otherwise, payment will occur within 60 calendar days of receipt of the invoice by Holland Casino. Holland Casino will notify the Supplier within these 60 calendar days if it does not accept the invoice, for instance if the invoice does not meet the requirements stated in this article, and will provide reasons. If Holland Casino does not accept an invoice, the payment period will commence on the date of receipt of the appropriately corrected invoice.
12. The Supplier will ensure that the final invoice for the delivered Goods, Services and/or IT Services can be submitted within a foreseeable period. The Parties may determine a payment schedule or make further arrangements about the final invoice in the Agreement. In the absence of any further arrangements, a 'foreseeable period' should not be considered to be longer than 90 calendar days following the last Delivery. If the Supplier has not submitted its final invoice to Holland Casino within this period, Holland Casino will not be obliged to settle the amount.
13. In the event that Holland Casino has to pay any amounts in advance, the Supplier will provide a bank guarantee at its own expense and when first requested by Holland Casino in accordance with the conditions to be determined by Holland Casino or it will provide another form of reliable security, at the discretion of Holland Casino.
14. If the Supplier is in default with its observance of an obligation, Holland Casino will have the right, in the event of the advance payment of any amount, to charge statutory interest on the amount paid in advance for the period in which the Supplier is in default, which is to be offset with any amounts owing by Holland Casino.
15. Holland Casino has the right to perform an (independent) audit or have an (independent) audit performed on the Supplier, that is related to the engagement in the Agreement, including the auditing of its books for the accuracy of the invoiced expenses and/or the compliance of the Goods, Services and/or IT Services with the Agreement. The Supplier will provide full cooperation during any such audit. The cost of this audit will be met by Holland Casino, unless the audit reveals that incorrect costs have been charged and/or the Goods, Services and/or IT Services do not comply with the Agreement.

Article 12. Intellectual property

1. All of the Supplier's intellectual property rights rest exclusively with the Supplier. All of Holland Casino's intellectual property rights rest exclusively with Holland Casino.
2. Holland Casino will acquire all intellectual property rights that come into existence within the course of the implementation of the Agreement or in the precontractual request under the instructions of Holland Casino. In addition and in so far as necessary, the Supplier will transfer these intellectual property rights in advance to Holland Casino, which transfer will hereby be accepted by Holland Casino. Where the transfer of such rights requires a further legal document, the Supplier hereby irrevocably authorises Holland Casino to draw up any such document and to sign it on behalf of the Supplier, without prejudice to the obligation of the Supplier to provide its cooperation with the transfer of such rights when first requested by Holland Casino and without stipulating any financial or other conditions in this context. If requested by Holland Casino, the Supplier will irrevocably authorise Holland Casino to register the transfer of the intellectual property rights and remaining rights in the appropriate registers. Should any intellectual property rights arise during the performance of the Agreement or in the precontractual request in which the Supplier contributes intellectual property rights and/or other (comparable) rights that were already vested in the Supplier or its licence issuers at the commencement of the Agreement, without regard to these rights, the Supplier hereby grants Holland Casino non-exclusive, worldwide, irrevocable, unrestricted,

transferable, perpetual sub-licence, licence and/or right of use with regard to these rights.

3. The Supplier guarantees that the use and/or resale of the Goods, Services and/or IT Services delivered by the Supplier and used by Holland Casino do not constitute an infringement of any intellectual property right or any other rights belonging to third parties. The Supplier guarantees the free and undisturbed use by Holland Casino of the delivered Goods, Services and/or IT Services. The Supplier indemnifies Holland Casino against any claims by third parties, of whatever nature, concerning any potential infringement of intellectual rights or intellectual property rights or any other rights belonging to third parties. The obligations to indemnify will also remain in force after the termination of the Agreement, irrespective of the grounds for the termination.
4. Where Holland Casino makes information, documentation, additional details, microfilms, hardware and software, templates, moulds, tools and so forth available to the Supplier for the performance of the Supplier's obligations, these will remain at all times the property of Holland Casino.
5. The Supplier, also acting as an authorised representative of its employees, hereby waives vis-à-vis Holland Casino any so-called personality rights to which the Supplier may be entitled, in so far as this is permitted by applicable legislation.

Article 13. Termination

1. Holland Casino is entitled to fully or partially cancel or dissolve the Agreement without notice of default and/or judicial intervention and also to fully or partially cancel or dissolve any orders that may arise from the Agreement, without being liable to pay compensation to the Supplier, if:
 - a. The Supplier is in default, and/or;
 - b. The Supplier is declared insolvent or a moratorium on payments is granted or if an application for insolvency or for a moratorium on payments has been submitted, and/or;
 - c. The Supplier's company, or a relevant part of its company, ceases operation, is transferred to a third party without written consent from Holland Casino, is wound up or if the legal entity is dissolved, and/or;
 - d. A seizure is made in such a manner that there are firm grounds for fearing the continuity of the Supplier's business operations;
 - e. By continuing with the Agreement Holland Casino suffers losses or could suffer losses, which is also understood to include political damage and damage to its reputation.
2. The previous paragraph also applies if the Supplier contravenes the Games of Chance Act, the Casino Games Decree 1996 and the internal rules and regulations described in Article 2.6 of the Purchase Conditions.

Article 14. Failure in the performance

In so far as this is not provided otherwise in the Agreement, any failure in the performance of an obligation under the Agreement will require the Supplier to compensate Holland Casino for any resulting damages or loss that it suffers.

Article 15. Indemnification

The Supplier indemnifies Holland Casino for any claims by third parties concerning damages or losses suffered by these third parties as a consequence of the performance of the Agreement by the Supplier and the use or application of the Goods, Services and/or IT Services delivered by the Supplier.

Article 16. Force majeure

1. A shortcoming in the performance may not be attributed to a Party if the shortcoming cannot be attributed to its negligence and was not for the account of the Party under law, a legal act or according to generally accepted standards.
2. If one of the Parties is permanently unable to meet its obligations due to force majeure or if the situation of force majeure has lasted for over 30 days, or if it can be reasonably expected that the situation of force majeure will last for over 30 days, the other Party has the right to fully or partially terminate or dissolve the Agreement with immediate effect and without notice of default or judicial intervention and without the Party that suffered force majeure being liable to pay compensation or any charges. Any amounts that have been paid in advance should be repaid by the Party that is suffering or has suffered force majeure within 30 days of the termination of the Agreement.
3. The following do not in any event constitute force majeure: strikes, sickness or absence of employees, logistical problems and/or delays, shortcomings in the performance of obligations by the Supplier of other third parties engaged by the Supplier, malfunction of (technical) equipment and machines or liquidity problems of the Supplier.

Article 17. Supplier's employees

1. Holland Casino retains the right to undertake or arrange for a background investigation at any time against the persons instructed by the Supplier to work at Holland Casino. Holland Casino is also entitled to request a Certificate of Conduct (*Verklaring omtrent het gedrag* (VOG)) from these persons before employing them. The Supplier will meet the costs of the VOG. If the background investigation is conducted by a third party, Holland Casino shall bear the costs incurred by this party.
2. The Supplier shall not deploy any persons to work at Holland Casino's sites below the age of 18 years and/or any individuals who are banned from entry and/or have an attendance restriction, without the prior written consent of Holland Casino.
3. The persons to be deployed by the Supplier for the Agreement should always be able to identify themselves at Holland Casino's sites.
4. Where reasonably justified and after prior consultation with the Supplier, Holland Casino is entitled to replace one of the Supplier's employees by a different employee. If the substitution of a person deployed by the Supplier causes a delay in the performance of the Agreement, the Parties shall arrange for a new deadline to be set through joint consultation.
5. The persons deployed by the Supplier may not under any circumstances be regarded as employees of Holland Casino. Holland Casino is therefore not liable for any income tax and/or payroll tax, national insurance premiums and/or social security premiums or any other costs, charges or payments which may be due by an employer to or in connection with an employee or former employee.

Article 18. Takeover of personnel

Neither Party is entitled without the written consent of the other Party to employ the employees of the other party, including on temporary/secondment basis, or to negotiate with these employees regarding employment during the negotiations of the Agreement, for the duration of the Agreement and for one year following the end of the Agreement.

Article 19. Liability and insurance

1. Holland Casino is not liable to the Supplier for consequential damages suffered by the Supplier that are connected to the performance of the Agreement, including but not limited to loss of profits, loss of revenue and loss of future sales.

2. The Supplier shall be adequately insured from the onset of the Agreement for the performance of the Agreement and shall continue to be adequately insured during the performance of the Agreement. If requested, the Supplier shall allow Holland Casino to inspect its current policy and the accompanying payment receipts.
3. The Supplier shall take out any other insurance policies that are required within the course of the performance of the Agreement which it does not yet possess, for at least the period of the performance of the Agreement.

Article 20. Amendments to the Purchase Conditions

1. Holland Casino is entitled to amend the Purchase Conditions.
2. Amendments also apply to Agreements that have already been entered into with due regard of a 30-day period from the written notification of the amendment. Any such amendments shall become binding upon the Supplier 30 days after they have been notified in writing to the Supplier.
3. If the Supplier disagrees with the amendments, it must notify Holland Casino in writing stating its reasons and send this by registered post within the 30-day period specified in the first paragraph. Once Holland Casino has received the registered letter, Holland Casino is entitled to immediately terminate the Agreement without being due to pay any compensation to the Supplier.

Article 21. Governing law and disputes

1. The Agreement, of which these Purchase Conditions form part, is exclusively governed by Dutch law.
2. Any dispute between the Parties, including those which are only considered as such by one of the Parties, shall be resolved as far as possible through close consultation.
3. If the Parties do not reach a solution, then the dispute shall be determined by the competent court in Haarlem.

CHAPTER 2 – GOODS

Article 22. Scope of application

This chapter imposes additional conditions to the purchase of Goods by Holland Casino.

Article 23. Inspections

1. Holland Casino is entitled at all times to inspect the Goods or arrange for an inspection of the Goods either during their production, processing and storage or after Delivery.
2. When first requested by Holland Casino, the Supplier shall grant access to Holland Casino or its representative to the site where the production, processing or storage of the Goods (or components thereof) is being undertaken or ought to be undertaken. The Supplier shall assist with any inspection, free of charge.
3. In the event that it is impossible, due to the Supplier's actions, for an inspection referred to in this article to be conducted at the appointed time, or if it is necessary to repeat an inspection, the Supplier shall be liable for any costs incurred by Holland Casino as a result.
4. In the event that (any part of) the Goods are rejected, the Supplier shall arrange for repair or replacement of (that part of) the Goods, as supplied, within 5 working days.
5. If the Supplier fails to meet the obligation specified in the previous paragraph in a timely manner, Holland Casino is entitled to purchase the required Goods from a third party or take any required measures itself or arrange for these measures to be taken by a third party, at the expense and risk of the Supplier.

6. If the Supplier fails to collect the rejected Goods, as delivered, within 5 working days, Holland Casino is entitled to return the Goods to the Supplier at the Supplier's expense.
7. The inspection of the Goods by Holland Casino does not signify acknowledgement that the Goods comply with the Agreement.

Article 24. Transfer of risk and ownership

1. The ownership and risk in relation to the Goods will only transfer to Holland Casino once Holland Casino has accepted the Delivery.
2. If it has been agreed that the Supplier will install or assemble the Goods, the Supplier shall bear the risk until the Goods installed/assembled by the Supplier have been accepted by Holland Casino. If the Supplier has not received notification from Holland Casino that the Goods have been accepted within 5 days of the installation or assembly, then these will be deemed to have been accepted.

Article 25. Guarantee

1. Unless agreed otherwise, the Goods are covered by a comprehensive guarantee of 12 months or longer.
2. The guarantee period commences at the point when Holland Casino accepts the Delivery, as determined in Article 7.13 of the Purchase Conditions. If any defects are found, the guarantee period for the defective Goods, which is at least 12 months unless agreed otherwise, will commence at the point when the Supplier has repaired or replaced the Goods.
3. Any defects which arise during the guarantee period will be fully repaired by the Supplier at no charge when first communicated by Holland Casino within a reasonable period determined by Holland Casino. If the defects are not repaired within the aforementioned period or if it must be presumed that this period will not be met owing to facts or circumstances, Holland Casino is authorised to arrange for this work to be performed by a third party at the expense and risk of the Supplier without this leading to the release of the Supplier from its obligations under the guarantee.
4. The Supplier guarantees that:
 - a. the Goods are free from design, material and manufacturing defects;
 - b. the delivered Goods meet all legal requirements, including requirements concerning quality, the environment, health and safety;
 - c. Holland Casino will be able to make additional orders at tariffs in line with the market and the Supplier will be able to deliver to Holland Casino for a period of at least 2 years following the last accepted delivery of the Goods or parts of the Goods which are the subject of this Agreement. The Supplier also guarantees that it will be able to conduct preventative and corrective maintenance to the Goods for a period of at least 3 months following the last delivery.

CHAPTER 3 – IT SERVICES

Article 26. Scope of application

1. This Chapter imposes additional provisions where Holland Casino draws upon the Supplier's employees to undertake IT Services, where Holland Casino is being supplied with software from (or developed by) the Supplier. This chapter also applies if the Supplier is only providing software.
2. The Supplier guarantees that the software and any employees it provides satisfy the requirements imposed by Holland Casino as specified in the Agreement.

Article 27. Acceptance tests

Holland Casino is entitled to conduct an Acceptance test on the IT Services provided by the Supplier.

Article 28. Guarantee

1. Unless agreed otherwise, the IT Services are covered by a comprehensive guarantee of 12 months or longer.
2. The guarantee period will start on the date of Delivery or on the date of acceptance if an Acceptance Test is performed.
3. All defects which arise during the guarantee period, including errors in the software and any failure of the programming to meet the specifications agreed between the Parties, will be fully rectified by the Supplier at no charge when first communicated by Holland Casino within a reasonable period determined by Holland Casino. If the defects are not rectified within the aforementioned period or if it must be presumed that this period will not be met owing to facts or circumstances, Holland Casino is authorised to arrange for this work to be performed by a third party at the expense and risk of the Supplier without this leading to the release of the Supplier from its obligations under the guarantee.
4. By way of derogation from paragraph 3, the Supplier may charge the agreed tariffs and repair costs to Holland Casino in the event of user errors or improper use by Holland Casino. The guarantee does not cover the restoration of corrupt or lost data unless there is a failure on the part of the Supplier. The guarantee obligation shall lapse if Holland Casino introduces or arranges for the introduction of amendments to the source code of the software without written permission from the Supplier.
5. If the Parties have entered into a Service Level Agreement (SLA) then the Supplier guarantees that it will properly rectify any defects which occur over the duration of the Agreement within the term or terms of the SLA.

Article 29. Repairs/modifications/updates

The Supplier guarantees that the software, as delivered, can be repaired, rectified, adapted, modified, updated and renewed for a period of at least 5 years from the last Delivery or after the date of acceptance if an Acceptance Test has been agreed upon.

Article 30. Intellectual property

1. If the work performed by the Supplier as part of the Agreement or in the precontractual request under the instructions of Holland Casino results in the creation of the End Result, these rights will be vested in Holland Casino unless an explicit agreement to the contrary has been reached.
2. Intellectual property rights in relation to all software provided by or on behalf of the Supplier by virtue of the Agreement, or other materials such as analyses, designs, documentation, reports, quotations and preparatory material not being the End Result will continue to be vested in the Supplier or anyone from whom the Supplier derives the right to make these available. With regard to these rights, the Supplier grants Holland Casino a non-exclusive, worldwide, irrevocable, unrestricted, transferrable, perpetual licence or sub-licence and/or right of use. Except to the extent permitted by law, Holland Casino shall not duplicate, decompile or apply reverse engineering to the software or other materials, not being the End Result.
3. If Holland Casino provides software to the Supplier in the context of the Agreement for use, processing, management or maintenance by the Supplier, Holland Casino guarantees that it has authority to make such software available and that such use, processing, management or maintenance by the Supplier will not infringe any third party rights.

Article 31. Escrow

The Supplier shall deposit the source code for the software it delivers in escrow with an escrow agent designated by Holland Casino when first asked to do so by Holland Casino. Holland Casino will bear the costs for this deposit.

CHAPTER 4 – DATA SECURITY**Article 32. Scope of application**

This chapter deals with data security and applies to every purchase category in which the Supplier has or obtains access to the information systems or networks of Holland Casino.

Article 33. Security

The Supplier takes appropriate technical and organisational measures to protect Confidential Information against loss or any form of unlawful processing. Taking into account the state of the art of the technology and the implementation costs, these measures guarantee an appropriate level of protection in view of the risks associated with the processing and the nature of the data to be protected.

Article 34. Confidentiality

1. The Parties are obliged to maintain the secrecy of Confidential Information and to not disclose this information to third parties by any means, including orally or in writing through the use of social media or by any other electronic means. The Parties will solely use, issue and retain Confidential Information where this is required for the purposes of the Agreement.
2. The Supplier shall save the Confidential Information in a place that is not accessible by third parties so that it cannot be examined by third parties and cannot fall into the hands of third parties.
3. The Parties shall only disclose Confidential Information to their employees or to individuals or legal entities that they engage where this is necessary for the performance of the Agreement. The Supplier will impose this obligation of confidentiality on any individuals that it engages during the performance of its obligations.
4. The Supplier shall not hold the Confidential Information in its possession for any longer than is necessary for the performance of the Agreement and shall immediately provide the Confidential Information, including any copies of this information, to Holland Casino after fully complying with the Agreement or shall destroy this Confidential Information after receiving permission from Holland Casino.
5. The obligation of confidentiality will continue to remain in effect for two years after the termination of the Agreement, irrespective of the reasons for terminating the Agreement.
6. Any breach of the obligation of confidentiality by either of the Parties or by its employees and/or by legal entities or individuals that it has engaged will lead to a breach of the obligations in the Agreement vis-à-vis the other Party.

Article 35. Validation

1. The Supplier shall periodically validate the effectiveness of the control measures safeguarding the security of the ICT systems at Holland Casino and the Confidential Information.
2. The Supplier is obliged, when requested to do so by Holland Casino, to cooperate in any audit performed by Holland Casino or by a third party hired by Holland Casino in order to validate these control measures.

3. Holland Casino shall be responsible for the costs of any such audit unless the tests show that the effectiveness of the control measures safeguarding the security of the ICT systems at Holland Casino and the Confidential Information is inadequate, this decision being in the discretion of Holland Casino.

CHAPTER 5 – INSOFAR AS THERE IS PROCESSING OF PERSONAL DATA (UPDATE GDPR)

Article 36. Processing of Personal Data

Inssofar as there is processing of Personal Data, this chapter applies. In that case, the Supplier will process the Personal Data relating to Holland Casino exclusively on the instructions of and in accordance with the rules of Holland Casino (unless required by law) and only to the extent necessary for the fulfillment of its obligations under an agreement. In the performance of its obligations under an agreement, the Supplier shall comply with all applicable laws and regulations with regard to the protection of personal data, in particular the General Data Protection Regulation and the Telecommunications Act.

Article 37. General obligations under the General Data Protection Regulation (GDPR)

Any Supplier who stores, uses, retrieves or otherwise processes Personal Data is a processor in the sense of the GDPR. If applicable, the Supplier will only process Personal Data after it has concluded a Data Processing Agreement with Holland Casino. The Supplier will maintain a register of the processing activities that it carries out on behalf of Holland Casino and, if applicable, that are carried out under joint processing responsibility. If the Supplier processes large quantities of data, the Supplier will also set up the function of a Data Protection Officer (also known as: Privacy Officer). After instructions from Holland Casino, the Supplier will implement the measures to assist Holland Casino in complying with the rights of data subjects whose Personal Data are processed. The Supplier will allow both the Dutch Data Protection Authority and Holland Casino to check compliance with the privacy rules at the Supplier. In the event of any conflict between the instructions of Holland Casino and legislation, the Supplier will immediately inform Holland Casino so that the parties can find a solution that is not in conflict with legislation.

Article 38. Sub-processors and processing outside the EEA

The Supplier will only engage sub-processors after written permission from Holland Casino. The Supplier shall not process Personal Data or have it processed by him or by third parties in countries outside the European Economic Area (EEA), unless he has received explicit prior written permission from Holland Casino. These processing operations can only take place on the basis of a Data Processing Agreement based on the "EU standard contractual clause" for the transfer of Personal Data to processors established in third countries as described in Article 46, second paragraph, under c and d of the GDPR.

Article 39. Retention periods

Supplier will destroy the Personal Data after the end of the statutory storage period or return it to Holland Casino.

Article 40. Technical and organizational security measures

In order to guarantee the confidentiality, integrity and availability of the personal data that the Supplier will process or to which the Supplier has access, the Supplier will take

demonstrable, appropriate and effective technical and organizational security measures, taking into account the current state of technology and the associated costs correspond to the nature of the Personal Data to be processed, to protect the Personal Data against loss, unauthorized access, or any form of unlawful processing, and to guarantee the (timely) availability of the data. Parties can agree separate technical security measures by means of the completion document for Appendix 2 of the Data Processing Agreement. The technical and organizational security measures will include at least:

- a. Measures to ensure that only authorized personnel have access to the Personal Data for the purposes described.
- b. Measures whereby the Supplier grants its personnel and sub-processors access only to Personal Data via registered accounts, whereby the use of those accounts is adequately logged and whereby those accounts only give access to that Personal Data to which the access for the relevant person is necessary.
- c. Measures to protect the Personal Data against unintentional or unlawful destruction, unintended loss or alteration, unauthorized or unlawful storage, processing, access or disclosure.
- d. Measures to identify weak spots with regard to the processing of Personal Data in the systems that are used to provide services to Holland Casino.
- e. Measures to ensure the timely availability of the Personal Data.
- f. Measures to ensure that Personal Data are logically separated from the Personal Data that it processes for itself or on behalf of third parties.
- g. Measures that guarantee the safe network connections.
- h. If applicable: the other measures that the Parties have agreed in the Data Processing Agreement.
- i. If agreed: the measures that the Parties have agreed on based on the completion of Appendix 2 of the Data Processing Agreement.
- j. Supplier ensures that Personnel involved in the processing of Personal Data have signed a confidentiality agreement. At the request of Holland Casino, Supplier will provide access to this confidentiality agreement.

Article 41. Monitor and report security incidents

The Supplier will actively monitor security incidents, such as breaches or violations of the security measures. As soon as a security incident occurs, has occurred or could occur, Holland Casino must report this to the Dutch Data Protection Authority within 72 hours. Therefore, the Supplier is obliged to inform Holland Casino immediately and at the latest within 24 hours of discovery, both by telephone and by e-mail, via the following four addresses:

1. By phone and by email with your contact person at Holland Casino; and
2. If you cannot reach your contact person: the general number of Holland Casino (+3123 565 95 65). Ask for the Security department or Legal & Compliance. State that this is a (possible) security incident or data breach; and
3. By email: security.incident@hollandcasino.nl; and
4. By email: privacy.officer@hollandcasino.nl.

Supplier will thereby provide all relevant information about:

- a. the nature of the data breach;
- b. the affected and possibly affected Personal Data and data subjects;
- c. the observed and probable consequences of the data breach; and
- d. the measures that have been or will be taken to resolve the data breach or to limit the consequences / damage as much as possible.

Supplier will investigate and repair the infringement and limit the negative consequences of the infringement on the privacy of the parties involved. If the Supplier is established in another EU Member State, the Supplier must also comply with the relevant and applicable privacy law of his country of establishment.

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