

GENERAL TERMS AND CONDITIONS VINGA OF SWEDEN **- including Data Processing terms**

These Terms and Conditions, as amended from time to time, govern all sales of products from Vinga of Sweden AB (as defined below) to a customer and, except if the applicability of these Terms and Conditions is explicitly excluded or restricted by law, regulations or written agreement. Any general terms and conditions proposed by the Customer are rejected explicitly.

1. Definitions and interpretation

1.1. In these Terms and Conditions, the following definitions apply:

- (a) **Account** means the login credentials provided by the Vinga of Sweden to the Customer which enable the Customer to use the Portal.
- (b) **Agreement** means the agreement between the Customer and Vinga of Sweden with regard to the order, sale, purchase and delivery of Products by Vinga of Sweden, together with these Terms and Conditions.
- (c) **Article** means any article of these Terms and Conditions.
- (d) **Annex** means an annex to these Terms and Conditions.
- (e) **Confidential Information** means all information, including but not limited to Personal Data, in any form, including, but not limited to oral, written or electronic form, which relates to one of the Parties or Products and which is provided, disclosed or made accessible to Vinga of Sweden or the Customer, prior to or during the term of the Agreement and that is designated as confidential information, or that by the circumstance surrounding the disclosure or by the nature of the information, must be considered to be confidential. For the avoidance of doubt, Parties acknowledge and agree that information on manufacturers, pricing and volumes provided by Vinga of Sweden qualify as Confidential Information.
- (f) **Customer** means any (natural or legal) person(s) that Vinga of Sweden makes or made an offer to regarding the conclusion of an Agreement, and/or any (natural or legal) person(s) with whom Vinga of Sweden concludes or concluded an Agreement.
- (g) **GDPR** means the General Data Protection Regulation (2016/679/EU).
- (h) **Parties** means the Customer and Vinga of Sweden.
- (i) **Party** means either the Customer or Vinga of Sweden.
- (j) **Personal Data** means any personal data, as defined in article 4 of the GDPR, that is processed by Vinga of Sweden on behalf of Customer in the course of the Agreement.
- (k) **Portal** means the enterprise portal of Vinga of Sweden, accessible through 'www.xdconnects.com', where the Customer may order and purchase Products.
- (l) **Product** means any product and/or accessory that is available for purchase by Vinga of Sweden.
- (m) **Promotional Customer** means a Customer who sells the Products within the promotional market, to a company, association or organization who in turn will distribute the Products free of charge as part of a promotional, loyalty, award or reward program;

(n) **Retail Customer** means a Customer who sells the Products directly or indirectly to consumers;

(o) **Terms and Conditions** means these general terms and conditions; and

(p) **Vinga of Sweden** means Vinga of Sweden AB, having its statutory seat in Borås kommun, and its address at Västra Götalands län, Borås kommun, Sweden.

- 1.2. Definitions and terms in these Terms and Conditions that are indicated with a capital letter and are not otherwise defined, shall, unless otherwise evidenced by the context, have the meaning as described in Article 1.1.
- 1.3. Words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders. Where in these Terms and Conditions days are mentioned, calendar days are meant unless explicitly set out otherwise.
- 1.4. Headings are for reference only and shall not affect the meaning or interpretation of any provision of these Terms and Conditions.

2. Offers

- 2.1. Offers and other statements of Vinga of Sweden shall not constitute a commitment regarding price, delivery times and possibility of delivery and shall only serve as an invitation to place an order at Vinga of Sweden. Vinga of Sweden reserves the right to refuse any order on its sole discretion.

3. Agreements

- 3.1. Agreements shall only be binding upon Vinga of Sweden, also in the case that they have been concluded on behalf of Vinga of Sweden by intermediaries (representatives), after such has been confirmed by Vinga of Sweden in writing.
- 3.2. Acceptance of an offer, the order of a Product or the purchase of a Product implies that the Customers accepts the applicability of these Terms and Conditions.
- 3.3. All indications of weight, dimension and other (technical) specifications provided by Vinga of Sweden are given in good faith and conscience, but Vinga of Sweden grants no warranty (*garantie*) that there will be no deviations from such indications. Mistakes, such as typing and printing errors, technical or colour deviations or price modifications shall not be binding upon Vinga of Sweden.
- 3.4. Vinga of Sweden is entitled to assign its obligations under the Agreement to third parties.

4. Accessibility and use of the Portal

- 4.1. Upon conclusion of the Agreement, Vinga of Sweden will provide the Customer with the Account. Vinga of Sweden grants the Customer, which shall for the purpose of this Article include Customer's employees, for the duration of the Agreement a non-exclusive, limited, royalty-free, worldwide and non-assignable right to use the Account and Portal solely for the purpose of ordering and purchasing Products.
- 4.2. The Customer:

- (a) shall keep the Account confidential and secure and prevent any unauthorized use of or access to the Account or Portal;
 - (b) is solely responsible for the use of the Account and Portal and for the data and/or content that is provided through the Account;
 - (c) shall ensure that the access to and the use of the Account and the Portal is in accordance with these Terms and Conditions;
 - (d) shall directly inform Vinga of Sweden in the case of any (suspected) unauthorized or unlicensed use of the Account and/or the Portal or any other (suspected) breach of security of the Portal;
 - (e) shall ensure that at the end of each session, the Account is logged out; and
 - (f) shall ensure that anyone who uses the Account, is legally authorized to act on behalf of the Customer, to the effect that they are authorized to conclude agreements with Vinga of Sweden on behalf of the Customer.
- 4.3. The Customer shall be prohibited from and shall prohibit anyone using the Account of Customer from:
- (a) transferring the Account from Customer to a natural or legal person;
 - (b) using the Account of another user of the Portal;
 - (c) damaging, deleting, disabling or rendering inaccessible the Portal or appropriating the Portal;
 - (d) modifying the Portal, other than as permitted under direct written instructions provided by Vinga of Sweden;
 - (e) copying, reproducing, disassembling, decompiling the Portal or subjecting the Portal to reverse engineering; and
 - (f) accessing or using non-public areas of the Portal.

It is for Vinga of Sweden to assess whether a situation as referred to above exists.

- 4.4. Vinga of Sweden reserves the right to temporarily render inaccessible any information and/or content of the Customer on the Portal, or to temporarily render inaccessible or delete Customer's Account, at its sole discretion, with or without notice to the Customer and without the Customer being able to derive any rights therefrom.
- 4.5. Vinga of Sweden shall be allowed, but under no circumstance obliged, to store and save content or data of the Customer in accordance with section 13.
- 4.6. Vinga of Sweden determines the content of the Portal and reserves the right to interim modify the Portal at its sole discretion.

5. Prices and payment

- 5.1. All prices mentioned by Vinga of Sweden shall be exclusive of turnover tax (VAT), other levies imposed by the government (if applicable) as well as shipping and other costs related to the Agreement incurred by Vinga of Sweden. These may be charged separately to the Customer, unless agreed otherwise in writing. Except where agreed otherwise, all prices are in euros (EUR)

and the Customer shall pay in euros. Prices are subject to change. In the event of any conflict between the prices shown in a physical or digital catalogue of Vinga of Sweden and the prices shown in the Portal, the prices shown in the Portal shall prevail.

- 5.2. The Customer is responsible for providing Vinga of Sweden with the correct data, explicitly including its business details and VAT identification number. In the event the Customer fails to provide the correct data to Vinga of Sweden, the Customer shall be fully liable for any damage suffered by Vinga of Sweden as a result thereof. In any case Vinga of Sweden reserves the right to charge the Customer the applicable VAT rate for the Products provided to the Customer.
- 5.3. Unless otherwise agreed upon in writing, the invoices of Vinga of Sweden are due and payable by the Customer fourteen (14) days after invoice date and must be paid to Vinga of Sweden unconditionally, without any discount, deductions, settlement, withholdings or delays for whichever reason.
- 5.4. If the Customer consists of more than one legal entity, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the Agreement.
- 5.5. Complaints relevant to any of the invoices of Vinga of Sweden must be submitted to Vinga of Sweden in writing within seven (7) days of the invoice date, with a substantiation of the complaint. Failing that, the Customer shall be deemed to have accepted the invoice as correct.
- 5.6. If the Customer fails to pay the amounts due to Vinga of Sweden within the applicable payment period, the Customer shall be in default (*verzuim*) without any further notification. Starting from this period of default, the Customer is due a penalty interest rate of one and a half (1.5) % per month or partial month of the total amount due.
- 5.7. In the event of (extra)judicial collection, the Customer shall be charged both the principal amount and the penalty interest rate and the actual collection costs incurred by Vinga of Sweden. The (extra)judicial costs will amount to at least fifteen (15) % of the principal amount.

6. Typesetting, printing or other proofs

- 6.1. Vinga of Sweden shall be entitled to store, save and use graphic material provided by the Customer to Vinga of Sweden.
- 6.2. The Customer shall be obliged to examine typesetting, printing or other proofs provided by Vinga of Sweden to the Customer carefully for errors and defects and give his approval or disapproval, by a proper written notice of the errors and/or defects which is as detailed as possible, to Vinga of Sweden within seven (7) days of the date of receipt of the typesetting, printing or other proofs; failing that, the Customer shall be deemed to have approved the typesetting, printing or other proof. Vinga of Sweden shall not be liable for errors and defects that remained unnoticed in the typesetting, printing or other proofs which have been approved.
- 6.3. After approval of the typesetting, printing or other proofs by the Customer, the (underlying design of or on the) Product shall not be changed. The Customer however can request for changes after approval of the typesetting, printing or other proofs, in which case the Customer shall be charged for all costs related to the changes requested.
- 6.4. It cannot be ruled out that the typesetting, printing or other proofs on the one hand and the (design of or on the) delivered Products on the other hand, slightly deviate from each other, without the Customer being able to derive any rights therefrom.

7. Delivery

- 7.1. All periods and dates given by Vinga of Sweden are target dates only and shall not have a binding effect on Vinga of Sweden and shall in all cases be merely indicative. Exceeding these periods and dates shall not mean that Vinga of Sweden is in default and shall not cannot serve as a ground for the Customer to terminate the Agreement fully or partially, nor shall the Customer be entitled to claim any compensation, including damages, whatsoever in this regard.
- 7.2. Periods and dates for the delivery of Products that are manufactured or processed for the Customer according to its designs or specifications, shall be determined by Vinga of Sweden after approval of the typesetting, printing or other proofs by the Customer as set out in Article 6.2. Vinga of Sweden shall only be in default (*verzuim*) as the Customer has provided a prior written notice of default to XD Connect, which is as detailed as possible and in which Vinga of Sweden has been given a reasonable time period to meet its obligations.
- 7.3. Products shall be delivered duty paid at the agreed place of delivery, unless agreed otherwise in writing. As soon as the Product is delivered, the Customer bears the risk for all direct and indirect damage that may occur on or on account of the Product, even if the consignment is sent carriage-paid.
- 7.4. Vinga of Sweden shall be entitled to provide partial deliveries of Products, without the Customer being able to derive any rights therefrom. These Terms and Conditions shall apply to each partial delivery.
- 7.5. Vinga of Sweden shall be entitled to provide additional or lower deliveries of Products up to a tolerance limit of 5%, without the Customer being able to derive any rights therefrom.
- 7.6. The Customer may only return incorrectly delivered Products to Vinga of Sweden with prior written approval of Vinga of Sweden, in any case under the conditions that:
 - (a) the Products are undamaged, unused, unmarked and in their original, unopened packaging; and
 - (b) the Products conform to the normal range of Products of Vinga of Sweden; Products that are manufactured or processed for the Customer according to his designs or specifications cannot be returned, unless previously and specifically agreed to in writing.
- 7.7. If, in the sole discretion of Vinga of Sweden, Vinga of Sweden is taking action or is cooperating with its suppliers to initiate recall actions, the Customer shall be obliged to cooperate in accordance with the procedures set out by Vinga of Sweden.

8. Inspection and complaints

- 8.1. Upon acceptance or receipt of the Products, the Customer is obliged to examine the Products and to notify defects to Vinga of Sweden in writing without delay, but in any case within eight (8) days after acceptance or receipt of the Products. The Customer may only return non-conforming Products to Vinga of Sweden with prior written approval of Vinga of Sweden. If Vinga of Sweden agrees to the return of the Products, it shall send the Customer a return code, which shall have to be clearly indicated on the package of the Product.
- 8.2. All claims of the Customer towards Vinga of Sweden shall in any case expire irrevocably:
 - (a) when the time limit for complaints as set out in Article 8.1 has expired;

- (b) if the Customer proceeds to or has someone proceed to any dismantling, repair or other work concerning the Products;
 - (c) if the Products have been processed in any manner by anyone other than Vinga of Sweden;
 - (d) if the Customer does not cooperate regarding an investigation of the merits of the complaints;
 - (e) if the Customer has resold the Products.
- 8.3. In the event of the presence of a defect for which Vinga of Sweden is responsible, Vinga of Sweden is entitled to subsequent fulfilment by choosing at its discretion between:
 - (a) removing the defect;
 - (b) delivering a defect-free Product;
 - (c) replacing the Product with another product of the same kind; or
 - (d) crediting the purchase price of the non-conforming Products.
- 8.4. Other than its customary obligations regarding product conformity in accordance with Book 7 of the Dutch Civil Code, Vinga of Sweden is not responsible and grants no warranties in relation to its Products, unless specifically agreed in writing otherwise.
- 8.5. For the avoidance of doubt, Vinga of Sweden shall in no way be responsible for defects which arise from or are completely or partly caused by:
 - (a) not taking into account the operating and maintenance instructions of the Products or other than anticipated normal use of the Products;
 - (b) normal wear and tear of the Products;
 - (c) repair by the Customer or by third parties of the Products;
 - (d) the application of any government regulation regarding the nature or the quality of the materials of the Products.

9. Resale of Products

- 9.1. The Customer is prohibited from using third party market places such as but not limited to 'Bol.com', 'Fnac', 'La Redoute', 'Amazon', 'Cdiscount', 'PriceMinister' or 'eBay' to resell any of the Products. The Customer shall be prohibited to resell any of the Products via 'one deal a day' or 'flash sales' such as 'Groupon'.
- 9.2. Vinga of Sweden reserves the right to refuse or cancel the order of a Promotional Customer, if Vinga of Sweden suspects the Promotional Customer is purchasing Products to resell for retail purposes or to any third-party retailer. The Promotional Customer is obliged to impose the prohibition to resell any of the Products direct or indirect for retail purposes on his own customers.
- 9.3. The Retail Customer shall be prohibited to resell any of the Products direct or indirect for non-commercial or non-retail purposes, for instance as part of a promotional, loyalty, award or reward program, unless it concerns an unsolicited order.

10. Retention of title and rights

- 10.1. All Products delivered to the Customer shall remain the property of Vinga of Sweden until such time as all amounts owed by the Customer to Vinga of Sweden pursuant to the Agreement have been paid in full.
- 10.2. Rights, including rights of use, shall be granted to the Customers to the condition that the Customer complies with all the obligations deriving from the Agreement.
- 10.3. If third parties want to create any right on or enforce any right to the Products delivered subject to retention of title, the Customer must notify Vinga of Sweden accordingly immediately.
- 10.4. If there is serious doubt to Vinga of Sweden to the payment capacity of the Customer, Vinga of Sweden is entitled to postpone the delivery of Products, until the Customer has provided security for the payment. The Customer is liable for the damages suffered by Vinga of Sweden by the delayed delivery.

11. Customer products

- 11.1. If Customer sends products to Vinga of Sweden to add to or incorporate in any Products, such as the MyBoXD Product, and these Customer products are missing or damaged and no (sufficient) extra products have been provided by Customer so that the Product is incomplete according to the specifications of Customer, any such incomplete Product will be sent by Vinga of Sweden to the address provided by the Customer for that purpose or, in the absence thereof, to the postal address of Customer.
- 11.2. All such Customer products sent by Customer to Vinga of Sweden as referred to in Article 11.1 shall remain the property of Customer, also after addition to or incorporation in any Products, and shall not become the property of Vinga of Sweden at any time. Customer shall maintain adequate insurance for such Customer products for the time that these items remain the property of Customer.
- 11.3. By way of derogation from Article 17.2 and 17.3 but without prejudice to Article 17.1, Vinga of Sweden shall not be liable for any loss or damages whatsoever suffered or incurred by Customer or any other person or entity in connection to the Customer products as referred to in Article 11.1. Customer shall indemnify Vinga of Sweden and hold Vinga of Sweden harmless from and against any and all losses or damages whatsoever arising from any claims, demands or suits (including intellectual property rights infringements) by other persons or entities relating to such Customer products.

12. Intellectual property rights

- 12.1. The intellectual property rights created or embodied in or arising out of or in connection with the Agreement shall remain solely the rights of Vinga of Sweden. All information contained in or arising out of the intellectual property rights is propriety to Vinga of Sweden and shall not be made available to third parties unless previously and specifically agreed to in writing by Vinga of Sweden.
- 12.2. In the event that the Customer becomes aware of any actual or alleged claim or legal action relating to an infringement of intellectual property rights arising from the use of Vinga of Sweden' products, the Customer will promptly notify Vinga of Sweden in writing.

- 12.3. The Customer shall provide all relevant details of the claim, including any communication received from third parties.
- 12.4. Vinga of Sweden shall have sole discretion and control over the defense and resolution of the claim, including the right to settle or defend such claim in any manner it deems appropriate. The Customer agrees to cooperate fully with Vinga of Sweden in any such defense or resolution efforts, at Vinga of Sweden' reasonable request and expense.

13. Data processing

Subject matter

- 13.1. In addition to Article 1.1, Parties hereby agree that terms defined in the GDPR, such as "processing", "controller", "processor" and "personal data breach" shall have the same meaning as in the GDPR, unless specified otherwise.
- 13.2. Parties hereby agree that for the processing of personal data, Customer shall act as the controller (for this Article: the "**Controller**") and Vinga of Sweden shall act as processor (for this Article: the "**Processor**").
- 13.3. The Processor will be processing personal data on behalf of the Controller in the course of the performance of the Agreement. An overview of the details of the processing of Personal Data is provided in Annex 1 part A. For all other processing of personal data in the course of providing its services, which is not specified in these Terms and Conditions, Vinga of Sweden is a controller in its own right.

Controller and Processor

- 13.4. The Processor will act in accordance with documented instructions of the Controller, as set out in the Agreement and these Terms and Conditions. The Controller warrants that it has a legal basis for processing within scope of the Agreement, including demonstrable consent where necessary.
- 13.5. The Processor will only process the Personal Data in such manner as - and to the extent that - this is necessary for the provision of the services under the Agreement or to comply with a legal obligation to which the Processor is subject, in which case the Processor will notify the Controller of such legal obligation, unless that law prohibits such notification on important grounds of public interest.
- 13.6. The Controller warrants that its instructions to Processor are not in violation of, or will cause a breach with, these Terms and Conditions or applicable legislation, including the GDPR.

Confidentiality

- 13.7. The Processor shall ensure that all persons authorized to process the Personal Data are bound to the confidentiality obligations set out in section 14.

Security

- 13.8. The Processor shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing of the Personal Data. These measures are agreed upon by the Parties in Annex 2. The Processor may change these from time to time, provided such amendments will not result in a lower level of protection.

Information and Audit

13.9. At the request of the Controller, the Processor shall provide the information strictly necessary for the Controller to comply with its obligations under the GDPR.

13.10. The Controller has the right to perform an audit of the Processor once per twelve (12) months in order to determine to what extent the Processor complies with the provisions of this Article 13. Such audit will be performed by an independent third party and will take place at a time defined by both Parties together. The Processor shall provide the auditor access – on request of the auditor – to the facilities, personnel, policies and documents that are reasonably necessary for the purpose of the audit. The Controller shall bear the costs of such an audit.

13.11. The Processor will immediately inform the Controller in case a request from (the auditor of) Controller is in violation of the law.

International Data Transfer

13.12. The Processor shall only transfer Personal Data to a country outside of the European Economic Area if it observes Chapter V of the GDPR.

13.13. The Controller agrees that where the Processor engages a sub-processor in accordance with Article 13.4 and 13.15 for carrying out specific processing activities (on behalf of the Controller) and those processing activities involve a transfer of Personal Data within the meaning of Chapter V of the GDPR, the Processor and the sub-processor can ensure compliance with the same by using standard contractual clauses adopted by the European Commission in accordance with Article 46(2) of the GDPR.

Sub-Processors

13.14. The Controller provides the Processor with specific authorization to engage the Sub-Processors listed in Annex 1 part B.

13.15. The Controller provides the Processor with general authorization to engage other sub-processors. The Processor shall inform the Controller in advance of the engagement of a sub-processor, in which event the Controller has the right to argue its objection to the engagement of that sub-processor within four (4) weeks. If the Controller has not made an objection within those four (4) weeks, the Controller is presumed to have given its specific authorization to the engagement of that sub-processor.

13.16. The Processor shall remain liable vis-à-vis the Controller for the performance of – or the failure to perform – the obligations set out in this section 13 by sub-processors, in accordance with Article 17.

13.17. The Processor shall ensure that the Sub-Processor is bound in writing by similar obligations as the Processor set out in this section 13.

Data Breaches and Data Subjects Rights

13.18. In case of a personal data breach, the Processor shall notify the Controller without undue delay after discovery.

13.19. In case the Processor receives a complaint or a request of a natural person with regard to the Personal Data, as described in Chapter 3 of the GDPR, the Processor shall notify the Controller within a week after receiving the complaint or request.

Returning or Destruction of Personal Data

13.20. Unless required by applicable law to retain the data, the Processor shall delete the Personal Data in accordance with the retention period as specified in Annex 1, part A. Upon written request of the Controller, the Processor shall return the Personal Data to the Controller.

14. Confidentiality

14.1. Neither Party shall, without the prior written approval of the other Party, make public or disclose to any person any of the Confidential Information of the other Party, except for the purposes only of performing its obligations under the Agreement. These obligations shall not apply where the information:

- (a) is or becomes public knowledge other than by breach of this clause 14.1;
- (b) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
- (c) is legally required to be disclosed or required by a governmental agency and/or a regulator; or
- (d) has been independently developed or acquired by the receiving Party.

14.2. More specifically, Customer agrees that it will not use the Confidential Information, for instance by contacting the manufacturer directly or indirectly during a period of two years after the termination of the commercial relationship between Parties. In case Customer claims that it already has a working relationship with this manufacturer and has already purchased from this maker before, Customer must notify Vinga of Sweden thereof, including written proof of such fact, within 12 hours after receiving the Confidential Information. Notification without proof is not regarded as a notification pursuant to this Article 14.2.

14.3. Either Party shall take all reasonable steps by adopting no less rigorous controls than it adopts in relation to its own Confidential Information.

14.4. The receiving Party is obliged to indemnify the disclosing Party against any claims, actions, damages, losses (excluding trading losses), costs or expenses the disclosing Party may suffer as a result, whether directly or indirectly, of any breach of the confidentiality obligations under this Article 14.

14.5. Nothing in this Article 14 shall be construed to prevent either Party from disclosing any information provided to:

- (a) any governmental agency; or
- (b) an affiliate of that relevant Party.

14.6. Either Party will promptly give written notice of any actual or suspected breach of any of the provisions of this Article 14, whether or not intentional, and the relevant Party will, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

14.7. In case of a breach of any confidentiality obligations pursuant to this Article 14, then the non-breaching Party shall be entitled to a penalty payment (*boete*) of EUR 100.000, in addition to all other rights and remedies which the non-breaching Party may have under applicable law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

- 14.8. The existence of any claim or cause of action which either Party or any other person may have against the other Party will not constitute a defence or bar to the enforcement of any of the provisions of this Article 14.
- 14.9. Immediately upon the written request by the disclosing Party at any time, the receiving Party will return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate, unless the receiving Party is under legal obligations to maintain records or documents.

15. Changes of the Agreement

- 15.1. Deviations from the Agreement shall be in writing and from authorized representatives of Vinga of Sweden.
- 15.2. Vinga of Sweden reserves the right to from time to time modify or update these Terms. Changes will take effect upon publication on the Portal or upon notification to the Customer.

16. Cancellation and termination of the Agreement

- 16.1. The Customer shall only be entitled to terminate the Agreement for cause (*ontbinden*) if Vinga of Sweden imputably fails to perform material obligations under the Agreement, in all cases after Vinga of Sweden has received a proper written notice of default which is as detailed as possible and in which Vinga of Sweden has been given a reasonable time period to remedy its failure.
- 16.2. Vinga of Sweden may terminate the Agreement for cause immediately by giving written notice in the event that the Customer:
- (a) is granted a suspension of payments;
 - (b) has filed a request for its own bankruptcy; or
 - (c) has been declared bankrupt.
- 16.3. Vinga of Sweden may terminate the Agreement for cause with immediate effect upon written notice to the Customer if Vinga of Sweden determines that:
- (a) a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render the performance of Vinga of Sweden of any party of the Agreement illegal or otherwise unlawful or in conflict with independence or professional rules; or
 - (b) circumstances change such that the performance of Vinga of Sweden of any part of the Agreement would be illegal or otherwise unlawful or in conflict with professional rules.
- 16.4. If the Customer at the time of the termination referred to in Article 16.2 has already received performance in connection with the execution of the Agreement, this performance and the related payment obligation cannot be revoked (*ongedaan maken*), unless the Customer proves that Vinga of Sweden is in default with regard to that performance. Amounts which Vinga of Sweden has invoiced before the termination in connection with by the Customer received proper performance

under the Agreement, shall remain to be owed in full, subject to the provisions in the preceding sentence, and shall be immediately payable at the time of rescission.

- 16.5. For the avoidance of doubt, Parties acknowledge and agree that any termination for cause shall not constitute an obligation to undo (*ongedaanmakingsverplichting*) for Parties.
- 16.6. Termination or expiration of the Agreement shall be without prejudice to Articles, which are meant to survive such termination or expiration, which shall include but not limited to the limitation of liability (Article 17), the indemnities (Article 11.3 and 14.4), the processing of Personal Data (Article 13) and Confidentiality (Article 14).

17. Limitation of liability

17.1. Nothing in the Agreement shall exclude or restrict:

- (a) any liability finally judicially determined to arise primarily from the willful misconduct or comparable instance of gross negligence of Vinga of Sweden; or
- (b) any other liabilities which cannot lawfully be limited or excluded, save to the extent permitted by law.

17.2. Without prejudice to Article 17.3, the Customer agrees that the total liability of Vinga of Sweden due to an attributable failure to perform the Agreement or any other grounds whatsoever and including any indemnity or warranty shall be limited to the sum stipulated for the agreed price under the Agreement (exclusive of VAT).

17.3. The liability of Vinga of Sweden for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed two times the sum stipulated for the Agreement (exclusive of VAT).

17.4. Vinga of Sweden shall solely be liable for direct damages and in no event shall Vinga of Sweden be liable for any consequential or indirect loss or damage, including but not limited to loss of turnover or profits, loss of data, claims by third parties, fines by supervisory authorities, lost savings or loss due to business interruption.

18. Force majeure

18.1. Neither Party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control.

19. Transfer of rights and obligations

19.1. The Customer shall not be entitled to sell and/or transfer the rights and/or obligations arising from the Agreement to a third party, unless otherwise agreed upon in writing.

19.2. Vinga of Sweden shall be entitled to transfer its rights under the Agreement to a third party. To the extent necessary the Customer shall immediately cooperate, take such actions, and execute such documents as necessary or desirable to effect such transfer of rights.

20. Applicable law and competent court

20.1. The mutual legal position of the Parties is governed by Swedish law.

20.2. All differences between Parties that may arise due to or in connection with the Agreement, shall primarily by exclusion be resolved by the District Court of Göteborg, Sweden, such without prejudice to the right of Vinga of Sweden to address any other competent court.

21. Miscellaneous

21.1. Any notifications performed pursuant to these Terms and Conditions by either Party, for instance the notifications pursuant to Articles 13.18 and 13.19, shall be sent to the contact person specified by the relevant Party. It is the responsibility of Customer to ensure the contact details are at all times correct and up to date.

21.2. In the event of an inconsistency between the Agreement and these Terms and Conditions, these Terms and Conditions shall prevail. In the event of an inconsistency between Article 13 and the Term and Conditions and/or the Agreement, Article 13 shall prevail.

October 2025

Annex 1:

A) Details of the processing of Personal Data

Categories of data subjects whose Personal Data is processed:

- Recipients when this business does not have legal personality; and
- Recipients receiving drop shipping products.

Categories of Personal Data processed:

- (Company) name
- (Business) email address
- (Business) phone number
- (Business) address

Sensitive data processed (if applicable):

N/A

Nature of the processing:

Processor is a supplier of promotional items and gifts. Controller (Customer) can place orders for these items through Processor's digital portal. When an order is placed, processing of recipients (personal) data is necessary to complete and dispatch the order. If the recipient to whom Controller sends an order is a business without legal personality or a natural person as recipients of drop shipping services, Personal Data is processed for which Processor (Vinga of Sweden) is processor.

Purpose(s) for which the Personal Data is processed on behalf of the Controller:

- To send orders to recipients

Duration of the processing:

Processing lasts from the time the order is placed until the end of the retention period. The retention for Personal Data is as follows:

- Recipient information in order details: 2 years
- Recipient information in drop shipping overview: 2 years

B) Sub-Processors

Sub-Processors engaged by the Processor:

- B2C Europe (Maersk) for the delivery of drop shipment orders
- Elanders Sverige AB for warehouse facilities
- Early Bird Sverige for the delivery of orders

Annex 2:

Security measures

The Processor shall take appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the processing of the Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The security measures implemented by the Processor include:

- **Access security**

For example: access to Personal Data is granted only to individuals with a need to know for the performance of their role and access rights are evaluated periodically, strong password requirement and use of password tool, use of MFA with end point requirements set.

- **Data integrity**

For example: data is backed up regularly based on the 1-2-3- principle, data input is validated. Personal Data is destroyed at the end of the retention period.

- **Organizational security**

For example: the classification of information, providing information to the personnel with access to the Personal Data and disciplinary consequences, check on network policy use and clean-up of any unused policies.

- **Physical security**

For example: restricted access to physical storage location, surveillance of areas where the Personal Data are stored, prevention, detection and operating procedure in case of emergencies (such as fire, intrusion and water) and redundant systems.

- **Network and data security**

For example: extensive segmentation of the network based on ZTN, using firewalls and EDR, employing and constantly updating antivirus software, using secure communications channels and employing an intrusion detection and prevention system.

- **Security incident management**

For example: incident response training and developing a security incident plan and business continuity plan.

- **Testing and evaluation procedures**

For example: procedures to regularly evaluate and improve the effectiveness of the security measures, such as an independent external audit cycle and certifying for relevant security standards.

- **Data disposal**

For example: Personal Data is irretrievable deleted when no longer necessary and discarded storage hardware is wiped in accordance with industry practice.