General Terms and Conditions | Roadtrip

1.3 | 5 July 2024

Roadtrip Technologies B.V., registered with the Chamber of Commerce under number 89631226, and **Roadtrip Agency B.V.**, registered with the Chamber of Commerce under number 82373507, both with their registered offices at Oudwijkerveldstraat 67, 3581JH Utrecht (hereinafter jointly "**Roadtrip**") Roadtrip Agency B.V. ("Roadtrip Agency") provides advice in the field of marketing and (online) recruitment. Roadtrip Technologies B.V. ("Roadtrip Technologies") develops software that provides Roadtrip's customer (hereinafter: "Customer") with insight into its recruitment processes. The Customer is always the party mentioned in the Quotation as the contracting party of Roadtrip Agency or Roadtrip Technologies.

These general terms and conditions (hereinafter the "**General Terms and Conditions**") apply to all agreements Roadtrip concludes with its Clients regarding the provision of its services. These General Terms and Conditions consist of three separate Modules. Module A applies to all services provided by Roadtrip, while Module B applies only in situations in which and to the extent that Roadtrip provides software or hosting for the Google Cloud Platform project and additional services. Module C applies if the services provided by Roadtrip involve the processing of personal data as referred to in the General Data Protection Regulation.

If the provision of services relates to the provision of the software and software consultancy, the Client's relevant contracting party is **Roadtrip Technologies.** If the provision of services relates to the provision of consultancy services for setting up server-side tagging, hosting a Google Cloud Platform project, configuring BigQuery and offering consultancy services in a general sense, the Client's relevant contracting party is **Roadtrip Agency**. Each contracting party is individually responsible for the specific services it provides, and any liability does not extend to the other entity. There is no joint and several liability.

Consult https://roadtrip.agency for more information.

Last modified on: 28 May 2026

A. General

Article 1 **Applicability**

1.1. This Module A applies to all agreements concluded between Roadtrip and the Client.

Article 2 **Definitions**

All capitalised terms in these General Terms and Conditions, whether in the singular or in the plural, have the meaning ascribed to them in this article.

2.1. **Account**: the Client's account that provides access to the Software and enables the Client to use the Software.

2.2. **General Terms and Conditions**: these general terms and conditions.

2.3. **ATS**: Applicant Tracking System software that allows a User to manage their entire recruitment and selection process.

2.4. **Annex(es)**: any annex to the Quotation, these General Terms and Conditions or any other part of the Agreement.

2.5. **BigQuery**: BigQuery is a data warehousing and analysis platform that allows Clients to store, manage and analyse datasets.

2.6. **BigQuery Configuration**: Services of Roadtrip Agency in the context of which Roadtrip Agency configures Customer's BigQuery or configures BigQuery on Roadtrip Agency's own Google Cloud Platform-project on behalf of Customer. If Google Analytics is used at the Customer's request, Roadtrip Agency will also configure the link between the information obtained via Google Analytics from the Customer and BigQuery.

2.7. **Consultancy**: Services provided by Roadtrip Agency in the context of SST Consultancy, by Roadtrip Technologies in the context of Software Consultancy and the provision, by Roadtrip Agency, of general consultancy services that fall outside SST Consultancy and Software Consultancy.

2.8. **SST Consultancy**: Services provided by Roadtrip Agency in the context of which Roadtrip Agency, among other things, makes advice, reports and other Materials available to the Client and provides training and assistance for the configuration of a Google Cloud Platform project to set up SST.

2.9. **SST**: server-side tagging allows the Client to run tracking codes and tags for web analytics directly on the server on which the website is hosted, as opposed to running them on the browser of a visitor to the Client's website.

2.10. **Data**: all data and information entered by the Client, User(s) and/or third parties - excluding Roadtrip and/or its designated third parties - via the Services.

2.11. **Service(s)**: all work that Roadtrip Agency and/or Roadtrip Technologies will carry out in the context of the Agreement with the Client, as described in the Quotation, including (I) Roadtrip Technologies' provision of the Software and Software Consultancy, (ii) Roadtrip Agency's provision of SST Consultancy, (iii) Roadtrip Agency's provision of general Consultancy and (iv) Roadtrip Agency's provision of BigQuery-Configuration.

2.12. **Software**: the Explorer software (Software-as-a-Service), provided by Roadtrip Technologies to the Client and/or User(s) as described in the Quotation, that Roadtrip Technologies makes available to Clients to enable them to gain insight into data relating to recruitment. The scope of the licence is defined in the Quotation.

2.13. **Software Consultancy**: Services in the context of which Roadtrip Technologies, among other things, makes advice, reports and other Materials available to the Client and provides training and assistance for the configuration and use of the Software.

2.14. **User**: the natural person to whom the Client, under its own responsibility, gives the opportunity to use the Software on the basis of the Agreement.

2.15. **Google Analytics**: a web analytics service from Google for collecting statistics from websites and platforms.

2.16. **Help Desk**: Roadtrip's help desk to which the Client and/or User(s) can turn from 09:00 to 17:00 (Dutch time) on Working Days with questions about the Services. The Help Desk can be reached by email: hello@roadtrip.agency.

2.17. **Intellectual Property Rights**: rights (of intellectual property), including but not limited to copyrights (including of course the copyright to the Software), database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patents, as well as rights to know-how.

2.18. **Client**: the natural or legal person acting in the exercise of a profession or business that has entered into an Agreement with Roadtrip.

2.19. **Materials**: documents, designs, reports, Software, data files, formats, models, analyses, data, concepts and prototypes, working drawings, illustrations, templates, design sketches, films and/or other materials or electronic files provided or developed by or on behalf of Roadtrip in the context of providing the Services and the results generated from the Client's use of the Services.

2.20. **Emergency**: any situation in which the availability and/or use of the Services becomes wholly, or on critical points, impossible if Roadtrip does not take immediate action.

2.21. **Quotation**: the written offer from Roadtrip accepted by the Client describing what is to be provided by Roadtrip and the amounts the Client owes for this.

2.22. **Agreement**: the agreement between the Parties based on which Roadtrip provides its Services to the Client, and of which the General Terms and Conditions and the Joint Controller Agreement form an inseparable part.

2.23. **Party(ies)**: Roadtrip and the Client together or separately.

2.24. **Confidential Information**: non-public information that relates to a Party and information that a Party states is confidential or that, according to the nature of the information or given the circumstances of disclosure, must be treated as confidential.

2.25. **Joint Controller Agreement**: the Joint Controller Agreement in Module C, which sets out the rights and obligations relating to the processing of personal data.

2.26. **Website**: the website operated by Roadtrip to be found at https://roadtrip.agency.

2.27. **Working Days**: the days from Monday to Friday, with the exception of officially recognised Dutch public holidays and other days on which Roadtrip indicates in advance that it is closed.

Article 3 Applicability and ranking

3.1. The General Terms and Conditions apply to and form part of every legal act or other act related to the preparation, formation or performance of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Client and Roadtrip, if the Client has accepted their validity in previous Agreements with Roadtrip.

3.2. The applicability of any purchasing or other terms and conditions of the Client is expressly excluded.

3.3. Provisions or conditions set by the Client that derogate from, or do not appear in, the General Terms and Conditions only apply to the Agreement to the extent that the Parties agree to this in writing.

3.4. In the event of contradictions between the general provisions of Module A of these General Terms and Conditions and an additional Module, the additional Module which relates to the relevant part of the Services takes precedence.

3.5. The Agreement may consist of different elements, Modules and documents, in which case they will, in principle, apply in addition to each other. In the event of contradictions, the element listed first in the list below always takes precedence over an element listed later:

i. Quotation
ii. Joint Controller Agreement (Module C)
iii. General Terms and Conditions (Modules A and B)
iv. Any other Annexes.

Article 4 Formation of the Agreement

4.1. All Quotations and other offers from Roadtrip are without obligation and are valid for thirty (30) days from the date on which Roadtrip sent the Quotation or offer.

4.2. If the Agreement for the provision of Services relates to the provision of the Software and Software Consultancy, the Client's sole counterparty is Roadtrip Technologies. To the extent that the Agreement relates to SST Consultancy, the hosting of a Google Cloud Platform project and BigQuery-Configuration, the Client's sole counterparty is Roadtrip Agency. Roadtrip's entities are in no case jointly and severally liable under the Agreement.

4.3. The Agreement is formed once the Client accepts Roadtrip's Quotation and the conditions Roadtrip has set in that regard are met.

4.4. If the Client does not expressly indicate its agreement to the Quotation or the offer, but nevertheless agrees, or gives that impression, to Roadtrip carrying out work or providing services that fall within the description of the Quotation or the offer, then the Quotation or the offer will be considered to have been accepted. This also applies if the Client asks Roadtrip to carry out certain work or deliver products without waiting for a Quotation.

4.5. The application of Articles 6:227b(1) and 6:227c of the Dutch Civil Code is excluded.

Article 5 Services

5.1. After the Agreement is formed, Roadtrip will start performing on the date or at the time agreed in the Agreement. If no date for performance is agreed, Roadtrip will immediately start to perform the Agreement.

5.2. Roadtrip will use its best efforts to provide the Services with due care and to deliver them within the agreed timeframe. However, delivery periods indicated by Roadtrip are indicative and do not count as strict deadlines.

5.3. Roadtrip may make changes to the features or functionalities of the Services. Roadtrip will inform the Client about this in as timely a manner as possible. Unless expressly agreed otherwise in writing, Roadtrip is not obliged to maintain, modify or add specific features or functionalities of the Services specifically for the Client.

5.4. If and to the extent that the proper performance of the Agreement so requires, Roadtrip has the right to engage third parties to perform the Agreement. Roadtrip is not obliged to have work carried out by third parties designated by the Client.

5.5. Prior to carrying out the work, the Parties may set out in writing the manner in which and the methodology by which the work will be carried out by means of a project plan which is (i) included in a separate element of, or (ii) is annexed to Roadtrip's Quotation or offer ("**Project Plan**").

5.6. The Client warrants the accuracy and completeness of all information provided by it or provided on its behalf to Roadtrip. Roadtrip has the right, but not the obligation, to check the accuracy and completeness of this information.

5.7. If the Client does not lend its cooperation as described above, or if it appears that the information provided by the Client is incorrect or incomplete, Roadtrip has the right to suspend the Services until the Client goes on to lend the requested cooperation or provide the necessary information.

Article 6 Privacy by design

6.1. The Software and services have been designed and developed in accordance with the principle of data protection by design and by default. This means, among other things, that Roadtrip:

a. only receives personal data for the purpose of automatically deleting it immediately upon receipt, as detailed in Appendix A;
b. does not perform any further processing operations with this data;
c. does not store or consult personal data, nor process it for any other purpose;

d. applies appropriate technical and organisational security measures (including encryption, access management and logging);
e. uses privacy-friendly default settings;
f. offers users the possibility to manage their privacy preferences; and,
g. regularly tests and adjusts the effectiveness of these measures.

6.2. Roadtrip acts as a processor within the meaning of Article 4(8) of the GDPR and processes personal data exclusively on behalf of the controller. The controller is responsible for the lawfulness of the processing. Roadtrip guarantees that the Software is designed and secured in such a way that this processing can take place in accordance with the GDPR.

6.3. Further provisions regarding the processing of personal data are laid down in Module C. Processing Agreement of these General Terms and Conditions.

Article 7 Support and cooperation

7.1. Roadtrip will endeavour to provide a reasonable level of remote client support via the Help Desk.

7.2. Roadtrip assumes that the Client and its Users will first consult any documentation made available via the Website before contacting the Help Desk. Roadtrip may refer the Client and Users back if their question or request can be resolved using the aforementioned documentation.

7.3. Roadtrip endeavours to respond to each question submitted via the Help Desk as quickly as possible but cannot give any guarantees on this unless otherwise agreed in a service level agreement. The time required for this depends on the nature and complexity of the question.

7.4. The Client will give Roadtrip all its support and provide the information reasonably required for the provision of the Services. In any event, the Client will promptly provide Roadtrip with all files and data which Roadtrip reasonably requests, or which the Client should understand Roadtrip needs to provide the Services.

7.5. For the Services to operate properly, it is assumed that modern equipment, equipped with up-to-date software, and an adequate internet connection are used. Roadtrip is not responsible for the purchase and/or proper functioning of the Client and/or the User(s)' infrastructure.

Article 8 Data and Intellectual Property Rights

8.1. All Data remains the Client's property. Roadtrip merely obtains a non-exclusive and non-transferable right to use the Data for the duration of the Agreement, to the extent necessary to provide the Service. Upon termination of the Agreement, Roadtrip will destroy or delete all Data, taking account of what is provided in this article and in the Joint Controller Agreement.

8.2. All Intellectual Property Rights to the Services and the Materials supplied, excluding the Data, belong exclusively to Roadtrip or its licensors. The Client is not allowed to remove or change any indication concerning Intellectual Property Rights from the Services and the Materials supplied. The Client is furthermore expressly not allowed to remove markings from the Services and the Materials supplied concerning their confidential nature.

8.3. In exchange for the amounts payable for the same, as specified in the Quotation, the Client obtains a non-exclusive, non-transferable and non-sublicensable right to use the Services and the Materials for the duration of the Agreement and in accordance with the terms and conditions set out in the Agreement.

8.4. Roadtrip may implement technical provisions or have them implemented to protect the Services and the Materials supplied in connection with an agreed limitation in the

content or the duration of the right of use. The Client is not allowed to remove or circumvent such technical provision or to have it removed or circumvented.

8.5. The Client is not allowed to make changes or additions or have them made or to have third parties carry out maintenance or repairs to the Services and the Materials supplied.

8.6. The Client hereby grants Roadtrip the right to use the Client's name as well as any Client logo in promotional communications, for example in a pitch or on the Website.

Article 9 Consultancy

9.1. Roadtrip will endeavour to ensure that all Materials provided in the context of the Agreement are up to date and accurate but assumes no risk for any use the Client may want to make of them. The Materials concerned are only to be used by the Client for its own use and for the agreed purpose, unless otherwise agreed. More specifically, the Client will only use the Materials prepared by Roadtrip for the purposes specified in the Agreement. If this provision is breached, Roadtrip will be entitled to charge the standard rate it charges for the relevant use of the Materials, plus a fifty percent (50%) surcharge for the unauthorised use by the Client, without prejudice to Roadtrip's right to claim compensation for loss and damage. In addition, Roadtrip will in that case be entitled to revoke the licence to use the Materials.

9.2. Roadtrip cannot guarantee that any Materials (automated or otherwise) supplied in the context of this Agreement are completely error-free.

9.3. Without Roadtrip's prior written consent, the Client is not entitled to make any communication to any third party about Roadtrip's procedures, methods and techniques and/or the content of Roadtrip's advice or reports. The Client will not provide or otherwise disclose Roadtrip's advice or reports to any third party, except with Roadtrip's prior written consent.

9.4. If the Services relate to general Consultancy (i.e. not SST Consultancy or Software Consultancy), the relevant contracting party is Roadtrip Agency.

Article 10 SST Consultancy - Configuration

10.1. If agreed, the Client will obtain SST as a result of Roadtrip Agency's SST Consultancy Services.

10.2. In order to perform SST Consultancy, Roadtrip Agency must obtain the necessary access rights from the Client.

10.3. Upon obtaining access rights, Roadtrip Agency will modify the configuration in order to implement SST on the Client's website.

10.4. Configuration may include providing server endpoints, API keys and any adapted processing logic.

Article 11 Software Consultancy - Configuration

11.1. If agreed, the Client will be given access to the Software via an Account allowing Software Consultancy to be provided by Roadtrip Technologies.

Article 12 BigQuery-Configuration

12.1. If agreed upon, Roadtrip Agency will set up a link between Customer's Google Analytics and BigQuery for BigQuery-Configuration.

12.2. Roadtrip Agency will configure the required datasets and tables in BigQuery to receive and store Customer's obtained data from Google Analytics.

12.3. Roadtrip has set up automated processes to perform a daily export of the obtained data from Google Analytics to BigQuery.

12.4. Roadtrip Agency will implement queries to perform analysis on the collected data. The results of these queries will be available to the Client through BigQuery.

12.5. If agreed, Roadtrip Agency will set up and manage BigQuery-Configuration for the benefit of Customer through a Google Cloud Platform project of Roadtrip Agency.

Article 13 Training

13.1. This article applies if the Client purchases Services from Roadtrip in the field of education, courses, workshops, training, seminars and suchlike.

13.2. Unless training takes place at a location designated by Roadtrip, the Client will ensure the availability of a suitable space and the presence of the facilities necessary for the training.

13.3. Using the information provided by Roadtrip, the Client ought to check whether the level of participants matches the training.

13.4. Unless a training course has been developed for a specific Client, Roadtrip reserves the right to change the location of the training course or to combine or merge training courses.

13.5. Cancellation of the training course or the lack of participants will under no circumstances result in an obligation on Roadtrip to refund the amount agreed for the training.

13.6. Documentation and training materials are not included in the training unless otherwise agreed.

Article 14 Prices

14.1. All prices quoted by Roadtrip are in euros and exclude turnover tax (VAT) and other government levies, unless stated otherwise.

14.2. During the term of the Agreement, Roadtrip is entitled to increase the prices for the Services once each calendar year (i) by a percentage of five (5) percent (%), or (ii) by a percentage equal to the increase in the consumer price index (CPI), all households series, as determined by Statistics Netherlands (CBS) for the year preceding that of the price increase. If this index is no longer used, an index that is as similar as possible will be applied. In the event of price increases other than those described above, the procedure set out in Article 19 will always apply. The Client is not entitled to terminate the Agreement in the event of the aforementioned price increase.

14.3. If a price is based on information provided by the Client and this information proves to be incorrect, Roadtrip will be entitled to adjust the price accordingly, even after the Agreement has already been formed.

Article 15 Payment

15.1. All amounts relating to the use of the Materials and the Services, as indicated in the Quotation, are due each month in advance, unless otherwise agreed in writing between the Parties for a specific Service. Payments should be made within thirty (30) days of the invoice date, unless otherwise agreed in writing.

15.2. Amounts relating to the provision of the Software are due each month in advance.

15.3. For Consultancy, an hourly rate will be charged as agreed in the Quotation. If the Parties have not agreed an hourly rate, Roadtrip will apply its current hourly rate. Unless the Quotation provides otherwise, work will be invoiced in arrears.

15.4. If the Consultancy is project based, the Parties will agree on a fixed project price for the project period agreed in the Quotation. Unless the Quotation provides otherwise, Roadtrip will invoice the fees agreed for these project-based Services in arrears.

15.5. Costs resulting directly or indirectly from the Client's failure to provide the information, documents and/or facilities necessary for the Services on time or properly are at the Client's expense and may be invoiced separately.

15.6. If the Client does not meet its payment obligation(s) on time, Roadtrip will notify it of the late payment. After the late payment notification, Roadtrip grants the Client a period of fourteen (14) days to go on to meet its payment obligations.

15.7. If, after the expiry of the period referred to in Article 13.6, Roadtrip has not received full payment, the Client is immediately in default, without a prior reminder, demand and/or notice of default being required. Once in default, the Client owes statutory commercial interest and Roadtrip has the right to temporarily or permanently suspend access to all or some of the Materials and the Services.

15.8. If the Client continues to default on paying the claim after a reminder, Roadtrip may hand over the claim. In that case, the costs incurred by Roadtrip, such as litigation costs and extrajudicial and judicial costs, including the costs of legal assistance, bailiffs and collection agencies, will be at the Client's expense. The Client may not rely on any suspension, set off or deduction. Roadtrip is entitled to set off, suspend or deduct.

15.9. With respect to the Services provided by Roadtrip and the amounts the Client owes for them, the relevant documents and information from Roadtrip's records or systems provide compelling and complete evidence, without prejudice to the Client's right to provide evidence to the contrary.

Article 16 Duration and end of the Agreement

16.1. The term of the Agreement is specified in the Quotation. If the Quotation does not specify a term, the Agreement will be deemed to have been entered into for a term of one (1) year, unless the Agreement relates to a strictly defined project and is not a continuing performance agreement, in which case the Agreement terminates by operation of law upon completion of that project.

16.2. After the initial term of a continuing performance agreement, the Agreement will be tacitly renewed each time for the same period, unless the Agreement is terminated in writing by Roadtrip or by the Client with effect from the end of the term with due observance of at least one (1) months' notice.

16.3. If the Agreement is terminated or rescinded, Roadtrip's claims against the Client become immediately due and payable. If the Agreement is rescinded, amounts already invoiced for Services rendered will remain due, without any obligation to undo. In the case of rescission by the Client, the Client may only rescind that part of the Agreement that Roadtrip has not yet performed.

16.4. If Roadtrip suspends performance of its obligations, it retains its claims under the law and the Agreement, including the claim to payment for the Services that have been suspended.

- Roadtrip may terminate or rescind the Agreement in writing at any time if:
- the Client is in default in respect of a material obligation;
- a winding-up petition has been filed for the Client;
- the Client has applied for a suspension of payments;
- the Client's business is dissolved or wound up.

Article 17 Privacy

17.1. When using the Services, Roadtrip processes personal data on the Client's instructions. The Client is responsible for informing data subjects about this personal

data processing and warrants that there is a legal basis for the instructions given to Roadtrip to process personal data.

17.2. Roadtrip is not responsible if the Client has not informed data subjects about the personal data processing or if it has informed them of this incorrectly.

17.3. As Roadtrip processes personal data on the Client's instructions in performing the Agreement, this is subject to the arrangements set out in the Joint Controller Agreement in Module C of these General Terms and Conditions.

Article 18 Confidentiality

18.1. The Parties will maintain strict confidentiality with respect to Confidential Information and will protect it from unauthorised access or use. Confidential Information will only be shared on a 'need-to-know' basis with persons who are obliged to maintain confidentiality.

18.2. The sharing of Confidential Information with third parties requires the written consent of the disclosing Party. Notwithstanding the foregoing, the receiving Party may share Confidential Information with external advisors such as lawyers, attorneys-at-law, accountants or tax specialists without the consent of the disclosing Party.

18.3. After the end of the Agreement and upon the disclosing Party's request, the receiving Party must delete the Confidential Information. The disclosing Party may require written confirmation of the deletion.

18.4. The obligation to keep Confidential Information as such does not apply if and to the extent that the receiving Party can prove that the information:

a. was already in the possession of the receiving Party before the date on which it was disclosed;

b. was available from a third party without that third party breaching any duty of confidentiality to the disclosing Party by providing it;

c. was available from public sources such as newspapers, patent databases, publicly accessible websites or services;

a. was developed independently by the receiving Party and without using any information from the disclosing Party.

18.5. If a Party receives an order to surrender Confidential Information from a competent authority, it is entitled to do so. However, the disclosing Party is to be informed of the order in advance and as soon as possible, unless the order expressly prohibits this. If the disclosing Party indicates that it wants to act against the order (e.g. through interim relief proceedings), the receiving Party will, to the extent legally possible, wait to surrender the information until this has been decided on.

18.6. This obligation of strict confidentiality applies for the duration of the Agreement.

Article 19 Liability

19.1. In the context of forming or performing the Agreement, Roadtrip is not liable except in the cases mentioned below, and up to the limits specified there.

19.2. Roadtrip's total liability for damage suffered by the Client as a result of an attributable failure by Roadtrip in fulfilling its obligations under the Agreement, expressly including any failure to fulfil a warranty obligation agreed with the Client, or due to an unlawful act by Roadtrip, its employees or third parties engaged by it, is limited per event or per series of related events to an amount equal to the total fees (excluding VAT) that the Client will owe under the Agreement, or, if the Agreement has a duration of more than six (6) months, an amount equal to the fees paid by the

Client in the last six (6) months. In no event will Roadtrip's total liability for direct damage, on any account whatsoever, exceed twenty-five thousand (25,000) euros (excluding VAT).

19.3. Roadtrip is explicitly not liable for indirect damage, consequential damage, lost profits, missed savings or damage due to business interruption.

19.4. Roadtrip's liability for an attributable failure to fulfil the Agreement only arises if the Client immediately and properly gives Roadtrip notice of default in writing, setting a reasonable period within which to remedy the failure, and Roadtrip continues to fail attributably to fulfil its obligations even after that period. The notice of default must contain as detailed a description of the failure as possible so that Roadtrip is able to respond to it adequately. Roadtrip must receive the notice of default in writing within thirty (30) days of discovery of the damage.

19.5. The exclusions and limitations referred to in this article cease to apply if and to the extent that the damage is the result of wilful intent or deliberate recklessness on the part of Roadtrip.

19.6. The Client is liable to Roadtrip for damage caused by an error or failure attributable to the Client. The Client indemnifies Roadtrip against claims arising from the Client's breach of the Agreement.

Article 20 Force majeure

20.1. Roadtrip is not obliged to fulfil any obligation under the Agreement, including any warranty obligation agreed between the Parties, if it is prevented from doing so due to force majeure.

20.2. Force majeure includes: force majeure suffered by Roadtrip's suppliers; a failure by Roadtrip's suppliers to fulfil their obligations properly; network attacks; DoS or DDoS attacks; attacks by malware or other malicious software; defective equipment, software or materials of the Client or third parties; government measures; power failure; internet failure, failures in computer network or telecommunications facilities not under Roadtrip's control; war; flooding; fire; strikes and general transport problems.

20.3. In the case of force majeure, Roadtrip is entitled to suspend its obligations under the Agreement, without there being any obligation to compensate the Client.

20.4. If the force majeure situation lasts for more than three (3) months, the Parties are entitled to terminate the Agreement in writing, without there being any obligation on Roadtrip to pay any compensation.

Article 21 Amendment of the General Terms and Conditions

21.1. Roadtrip reserves the right to amend or supplement these General Terms and Conditions. Amendments will also apply to Agreements that have already been concluded, with due observance of a period of thirty (30) days after the amendment has been announced.

21.2. Changes will be announced via the Website, by email to the Client, or via any other channel that allows Roadtrip to prove that the notification was sent to the Client. Non-substantive changes of minor importance may be made at any time and do not need to be announced.

Article 22 Final provisions

22.1. The Agreement is governed by Dutch law.

22.2. Unless prescribed otherwise by rules of mandatory law, all disputes that may arise from the Agreement will be submitted to the competent Dutch court in the district where Roadtrip has its registered office.

22.3. In these General Terms and Conditions, 'in writing' also means communication by email, provided that the identity of the sender and the integrity of the email are sufficiently established.

22.4. If any provision in the Agreement is found to be invalid, this will not affect the validity of the entire Agreement. In that case, the Parties will adopt one or more new provisions to replace it, which is, as much as is legally possible, drafted in accordance with the intention of the original provision.

22.5. Roadtrip is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over Roadtrip or Roadtrip's business activities.

B. Supply of Software and GCP hosting

Article 1 Applicability

1.1. If and to the extent that the Services relate fully or partly to the provision of the Software by Roadtrip Technologies and the hosting of a Google Cloud Platform project for the set-up of SST by Roadtrip Agency, the provisions of this Module B will apply, and the Client will contract either with Roadtrip Technologies or with Roadtrip Agency depending on the Service.

Article 2 Right of use

2.1. For the duration and on the terms of the Agreement, Roadtrip Technologies grants the Client the non-exclusive, non-transferable right to use the Software.

2.2. The Client's licence is limited to the number of Users specified in the Quotation and is valid for the duration of the Agreement.

2.3. If the Client wants to gain access for more Users than the number it is entitled to under the Agreement, Roadtrip Technologies may charge additional fees for the additional User(s), based on the rates set out in the Agreement.

2.4. The right of use referred to in the previous paragraph also includes all future updates of and upgrades to the Software.

2.5. The Client is entitled to use the Software under the right of use for the Client's company or institution. The limitations, including the number of Users and the available features, are stated in the Agreement. The number of Users may not be scaled down in the interim. If the Client consists of several companies, use within a group is possible, provided that this is expressly stated in the Quotation.

2.6. The right of use only covers the Software's object code and does not extend to its source code. The Software's source code will not be made available to the Client. A physical carrier with or a copy of the Software will never be provided to the Client.

2.7. The Client is fully responsible for the acts and omissions of its User(s) when using the Software. The Client indemnifies Roadtrip Technologies against claims by third parties (including other Users) in connection with any damage and costs ensuing from and/or related to the use of the Software by the User(s).

2.8. The Client is not entitled to modify, decompile and/or reverse engineer the Software, unless and to the extent that mandatory law provides otherwise.

2.9. The Client is not allowed to sell, rent out, alienate or create limited rights on the Software or to make the Software available to a third party in any way or for any purpose. Nor will the Client give any third party - remotely or otherwise - access to the Software.

Article 3 Account

3.1. An Account is strictly personal and may not be shared with other persons. The Client or User(s) must keep the login details confidential.

3.2. The use of Accounts by the Client and/or User(s) is the responsibility and at the risk of the Client. Roadtrip Technologies may assume that everything that happens from the Accounts occurs under the Client's direction and supervision.

3.3. If an Account's login details are lost or leaked, the Client will immediately take all measures reasonably necessary and desirable to prevent misuse of the Account. These measures may include, for example, changing the password or blocking the Account. The Client will also immediately notify Roadtrip Technologies so that any additional measures can be taken to prevent misuse of the Account.

Article 4 Links

4.1. The Service creates links (possibly using an API interface) with third-party software or services. Such links may affect the technical and functional operation of the Service. The links only work if the Client purchases third-party services. Roadtrip cannot accept any liability for the links that are created, nor for third-party software or services.

4.2. The Service includes information from third parties. Roadtrip is not responsible for the content and effect of this information. Its presence on the Service does not imply that Roadtrip has approved the information or verified its content.

Article 5 Maintenance

5.1. Roadtrip may take all or some of the Services temporarily or permanently out of use and/or restrict their use if, in its opinion, this is necessary, for example for maintenance. If Roadtrip deems this necessary, it will inform the Client of this in advance. If an Emergency requires the Services to be taken out of use immediately or their use restricted, Roadtrip will not be able to give the Client advance notice, but it will make every effort to keep the Client updated where possible about the nature and expected duration of the close-down.

5.2. Roadtrip will actively maintain the Services and may implement regular updates or upgrades. Such updates and upgrades may result in a change to the functionality of the Services. Client suggestions are welcome, but Roadtrip will itself decide which changes will or will not be made.

5.3. Updates and upgrades to the Services will be rolled out to the Client at a time chosen by Roadtrip. Under no circumstances may the Client continue to use the old version of the Services or claim an announced update or upgrade which, due to circumstances, was not implemented.

Article 6 Availability

6.1. Roadtrip will endeavour to achieve uninterrupted availability of the Software but offers no guarantees in this respect unless otherwise agreed through a service level agreement.

6.2. Roadtrip continuously monitors the availability of the Services. Roadtrip aims to resolve any disruptions as soon as possible and to minimise the time the Services are unavailable.

Article 7 Backups

7.1. Roadtrip Technologies will make regular backups for the purpose of being able to restore Data and/or an older version of the Software in the case of critical errors, Emergencies and other disruptions on the part of Roadtrip Technologies. However, Roadtrip Technologies is not a backup service. The Client and/or User(s) are therefore also responsible for storing the Data at another location or for making their own backups.

7.2. Roadtrip Technologies does not have the facilities to restore individual Data of the Client and/or User(s). If a backup is restored, Data saved after the backup was made will be lost.

Article 8 Usage limits

8.1. With regard to the amount of capacity (such as data storage, data traffic, memory and computing power) that may be used by the Client and/or User(s) via the Service, Roadtrip applies a limit based on 'fair use'. Excessive use of the Service is expressly prohibited.

8.2. If there is excessive use, Roadtrip may issue a warning to the Client and/or User(s). If the Client and/or the relevant User(s) do not act after this warning, Roadtrip may impose restrictions on use or limit access to the Service. In urgent cases, Roadtrip may intervene immediately (without warning).

8.3. In any case, there is excessive use if the Client and/or User(s) use more than three (3) times the amount of capacity that other clients (or their users) use when using the Service under similar circumstances.

Article 9 Hosting of the Google Cloud Platform project

9.1. If the Agreement covers web hosting for the Google Cloud Platform project to set up SST, the capacity and storage space of the hardware Roadtrip Agency makes available to the Client will be shared with other Roadtrip Agency clients.

9.2. Due to the shared infrastructure, Client needs to avoid unnecessary peak loads on the Services and must refrain from using the Services in such a way as to cause inconvenience to other clients using the same hardware.

9.3. If the Client puts excessive loads on the hardware, Roadtrip Agency may temporarily block all or some of the Services for the Client in order to ensure the quality of the service for other clients, without any liability for resultant damage. In that case, Roadtrip Agency will inform the Client as soon as possible and discuss a suitable solution with it.

9.4. Roadtrip Agency will charge the Client hosting costs, including the costs of third-party infrastructure such as the Google Cloud Platform project, as per the Quotation.

9.5. Roadtrip Agency reserves the right to adjust the hosting costs if there are changes to the third-party infrastructure costs. Such adjustments will be communicated to the Client in writing with reasonable notice prior to the effective date of the changes.

9.6. The Client is responsible for the use of the allocated capacity and storage space. Roadtrip Agency may inform the Client of any excessive use and discuss with it how this can be optimised.

Article 10 Rules of use

10.1. The Client and User(s) are prohibited from using the Services for acts that violate Dutch or other applicable laws and regulations, or for acts that are otherwise unlawful.

10.2. The Client is to refrain from inconveniencing other Roadtrip clients and from causing damage to Roadtrip Technologies' or third parties' systems or networks relating to the Services.

10.3. Without prejudice to the foregoing, the Client and User(s) are expressly prohibited, whether or not this is lawful, from storing or distributing through the Services data that:

- contains or refers to harmful content (such as viruses, malware or other malicious software);
- infringes third-party rights (such as but not limited to Intellectual Property Rights) or that is unmistakably defamatory, libellous, offensive, discriminatory or hateful;
- constitutes a breach of the privacy of third parties, in any case including but not limited to the dissemination of personal data of third parties without consent or other basis;
- contains hyperlinks, torrents or other references to materials or sources of materials that infringe third-party Intellectual Property Rights.

10.4.

10.5. The Client is responsible for the Data that is stored using the Services and how it and its User(s) use the Services. The Client is responsible for ensuring that the Data and the use of the Services are lawful and do not infringe third-party rights.

10.6. Roadtrip is not liable for the Data stored using the Services or for the use that the Client and/or its User(s) make of the Services. The Client indemnifies Roadtrip against claims by third parties, including its own User(s), that are based on the assertion that the use of the Services by the Client and/or its User(s) or the Data stored using the Services infringes their rights or is otherwise unlawful.

10.7. Notice and takedown

10.8. If Roadtrip is made aware or ascertains that the use of the Services violates the law, these General Terms and Conditions, in particular Article 29 (Rules of use) and/or the Agreement, Roadtrip will inform the Client and/or the relevant User(s) of this as soon as possible.

10.9. The Client and/or the relevant User(s) must provide a sufficiently reasoned response as soon as possible, and within twenty-four (24) hours at most, after which Roadtrip will decide how to proceed. In urgent cases, Roadtrip may take immediate action, for example by removing certain Materials or blocking access to Materials or any part of the Services but will make every effort to notify the Client and/or the relevant User(s) of this afterwards.

10.10. Roadtrip is not liable for any damage suffered by the Client, User(s) or third parties as a result of removing Materials or blocking access to Materials or any part of the Services in the context of the procedure described in this article.

10.11. Roadtrip is entitled to hand over the name, address and other identifying details of the Client and/or User(s) to a third party who complains that the Client and/or a User are infringing this third party's rights, provided that the applicable requirements arising from the law and/or case law are met.

C. Data Processing Agreement

29 December 2025

This Data Processing Agreement applies to all forms of processing of personal data carried out by Roadtrip (the **Processor**) on behalf of a counterparty to whom it provides services (the **Controller**) pursuant to the agreement concluded between the Parties (the **Agreement**). This Data Processing Agreement forms an integral part of the General Terms and Conditions and of the Agreement between Roadtrip Technologies B.V., registered with the Dutch Chamber of Commerce under number 89631226, and the Customer. Roadtrip Technologies B.V. qualifies as the Processor and the Customer qualifies as the Controller.

consider that:

- This Data Processing Agreement forms an integral part of the General Terms and Conditions and of the agreement between Roadtrip Technologies B.V., registered with the Dutch Chamber of Commerce under number 89631226, Roadtrip Agency B.V., registered with the Dutch Chamber of Commerce under number 82373507, and the Customer
- Subject to the terms of this Data Processing Agreement, the Processor undertakes to process personal data on behalf of the Controller. Processing shall take place exclusively for the purpose of facilitating an integration that enables the Controller to obtain insights into the recruitment process, as well as for purposes reasonably related thereto or otherwise determined with consent;
- The personal data processed by the Processor in the context of the activities referred to in the preceding paragraph, and the categories of data subjects to whom such data relate, are set out in Annex A. The Processor shall not process the personal data for any purpose other than those determined by the Controller.
- The Client will inform Roadtrip of the processing purposes to the extent that they are not already referred to in this Agreement. Roadtrip may use anonymised and aggregated data for quality purposes, such as conducting academic or statistical research on the quality of its service provision. Such data will not be traceable to individual data subjects and will not constitute personal data within the meaning of the GDPR.

and agree:

Article 1 Definitions

1.1. **Breach**: a breach of security as referred to in Article 4 under 12 GDPR;

1.2. **Data**: all data that is Processed, including but not limited to Personal Data;

1.3. **Data Protection Officer**: an independent and expert person within the organisation with the task of informing and advising on the handling of Personal Data;

1.4. **Data Subject(s):** an identified or identifiable natural person to whom the Personal Data relates;

1.5. **Dutch Data Protection Authority**: the national supervisory authority responsible for monitoring and enforcing the GDPR as referred to in Article 51 of the GDPR;

1.6. **External Party**: The Party that is engaged by one of the Parties to perform (part of) the agreed work and is not part of this Agreement.

1.7. **General Data Protection Regulation**: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;.

1.8. **Personal data**: any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly

or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, physiological, physical or physical identity of the genetic, psychological, economic, cultural or social identity of that natural person. In this Agreement, this is in any case but not exclusively: name and address details, e-mail addresses, telephone numbers, gender, social security number, bank account numbers, date of birth, nationality and IP addresses;

1.9. **(Sub)Processor(s):** (any non-subordinate) third party that performs (part of the Processing Tasks of the Processor) on behalf of the Controller;

1.10. **Processing**: an operation or set of operations which is performed on Personal Data as referred to in Article 4(2) of the GDPR.

Article 2 Obligations of the Processor

2.1. In respect of the processing activities referred to in this Data Processing Agreement, the Processor shall ensure compliance with applicable laws and regulations, including in any event the GDPR.

2.2. At the express request of the Controller, the Processor shall inform the Controller of the measures it has taken in fulfilment of its obligations under this Data Processing Agreement.

2.3. The obligations of the Processor arising from this Data Processing Agreement shall also apply to all persons who process personal data under the authority of the Processor, including but not limited to employees, in the broadest sense of the term.

2.4. The Processor shall immediately inform the Controller if, in its opinion, an instruction from the Controller is in breach of the legislation referred to in paragraph 2.1.

2.5. To the extent within its power, the Processor shall assist the Controller in carrying out data protection impact assessments (DPIAs) and, where required, any prior consultation with the Dutch Data Protection Authority.

2.6. In accordance with Article 30 GDPR, the Processor shall maintain a record of all categories of processing activities carried out on behalf of the Controller under this Data Processing Agreement.

Article 3 Nature and Duration of Processing

3.1. The processor receives personal data for the sole purpose of deleting it immediately upon receipt, as detailed in Annex A.

3.2. The Processor does not perform any further processing operations with this data.

3.3. The data will not be stored or accessed by employees or third parties of the processor, nor will it be processed for any other purpose.

3.4. Processing will end immediately upon receipt of the data, by means of immediate and irrevocable deletion.

3.5. **[Optional]** The processor shall document this process in the security measures and, at the controller's request, demonstrate that deletion is carried out in accordance with this provision.

3.6. The Controller acknowledges that, after deletion of the personal data, the Processor has no possibility of recovery or reconstruction, and that after deletion no further obligations to return the data apply

Article 4

Article 5 Transfer of Personal Data

5.1. The Processor may process the personal data in countries within the European Economic Area (EEA). In addition, the Processor may transfer the personal data to a country outside the EEA, provided that such country ensures an adequate level of

protection and that the Processor complies with the other obligations incumbent upon it under this Data Processing Agreement and the GDPR.

5.2. At the Controller's express request, the Processor shall inform the Controller of the country or countries in which the personal data are processed. The Processor warrants that, having regard to the circumstances affecting the transfer of the personal data or a category of data transfers, an adequate level of protection is ensured in relation to countries outside the EEA.

Article 6 Allocation of Responsibility

6.1. The Processor is solely responsible for the processing of the personal data under this Data Processing Agreement, in accordance with the instructions of the Controller and under the explicit (final) responsibility of the Controller.

6.2. The Controller warrants that the content, use and instruction for the processing of the personal data as referred to in this Data Processing Agreement are lawful and do not infringe any rights of third parties.

Article 7 Engagement of Third Parties or Sub-processors

7.1. The Controller hereby grants the Processor specific written consent to engage the third parties and/or subcontractors (sub-processors) listed in Annex B for the processing of personal data under this Data Processing Agreement.

7.2. For the engagement of additional sub-processors, the Controller hereby grants general written consent. The Processor shall inform the Controller by email of any intended changes regarding the addition or replacement of sub-processors. The Controller shall have the right to object in writing, with reasons, to any sub-processor engaged by the Processor within two weeks. Where the Controller objects to the proposed engagement of a sub-processor, the Parties shall consult with each other in order to reach a solution.

7.3. The Processor shall ensure that such third parties assume, in writing, at least the same obligations as those agreed between the Controller and the Processor under this Data Processing Agreement.

7.4. The Processor warrants the proper compliance by such third parties with the obligations under this Data Processing Agreement and shall be liable for any damage caused by errors of such third parties as if it had committed the error(s) itself.

Article 8 Security

8.1. The Processor shall implement appropriate technical and organisational measures in respect of the processing of personal data to be carried out, to protect against loss or any form of unlawful processing (such as unauthorised access, alteration, modification or disclosure of the personal data).

8.2. The Processor does not warrant that the security measures will be effective under all circumstances. Where an explicitly defined level of security is not specified in this Data Processing Agreement, the Processor shall use reasonable efforts to ensure a level of security that is not unreasonable, considering the state of the art, the sensitivity of the personal data and the costs associated with implementing such measures.

Article 9 Notification Obligation

9.1. The Controller is at all times responsible for notifying a personal data breach within the meaning of Article 4(12) GDPR (a data breach) to the supervisory authority and/or the data subjects. In order to enable the Controller to comply with this statutory obligation, the Processor shall notify the Controller of the data breach without undue delay.

9.2. The Processor's notification to the Controller shall in any event include notification of the fact that a data breach has occurred and insofar as known to the Processor, the information referred to in Article 33(3) GDPR. Where the Processor does not yet have all of the information referred to in this Article, it shall collect and provide such information to the Controller as soon as possible.

Article 10 Handling of Data Subject Requests

10.1. Where a data subject submits a request to exercise his or her statutory rights (Articles 15–22 GDPR) to the Processor, the Processor shall forward the request to the Controller, and the Controller shall handle the request further. The Processor may inform the data subject accordingly.

10.2. Where the Controller is unable to handle the request independently, the Processor shall provide reasonable assistance in handling the request. The Processor may charge the Controller for the reasonable costs incurred in providing such assistance.

Article 11 Confidentiality

11.1. All personal data received by the Processor from the Controller and/or collected by the Processor in the context of this Data Processing Agreement shall be subject to a duty of confidentiality vis-à-vis third parties. The Processor shall not use such information for any purpose other than that for which it was obtained, even where the information has been processed in a manner that renders it no longer attributable to data subjects.

11.2. This duty of confidentiality shall not apply insofar as the Controller has given explicit consent to disclose the information to third parties, where disclosure to third parties is reasonably necessary given the nature of the assignment and the performance of this Data Processing Agreement, or where there is a statutory obligation to disclose the information to a third party.

Article 12 Audit

12.1. The Controller shall have the right to conduct, or have conducted, audits by an independent third party bound by confidentiality, in order to verify the Processor's compliance with the obligations arising from this Data Processing Agreement.

12.2. Such audit may take place no more than once per year, unless there is a specific and demonstrable suspicion of non-compliance with the arrangements set out in this Data Processing Agreement.

12.3. The Processor shall cooperate with the audit and shall make available, within a reasonable period, all information reasonably relevant to the audit, including supporting data such as system logs, as well as relevant personnel.

12.4. The findings resulting from the audit shall be assessed by the Parties in mutual consultation and based thereon, may be implemented by one of the Parties or by both Parties jointly.

12.5. The costs of the audit shall be borne by the Controller.

Article 13 Term and Termination

13.1. This Data Processing Agreement is concluded upon signature by the Parties and on the date of the last signature.

13.2. This Data Processing Agreement is entered into for the term specified in the offer between the Parties and, failing such specification, in any event for the duration of the cooperation. This Data Processing Agreement may not be terminated prematurely and may be amended only with the written consent of the Parties.

13.3. Upon termination of this Data Processing Agreement, for whatever reason and in whatever manner, the Processor shall, at the Controller's choice, return to the

Controller all personal data in its possession in original or copy form, and/or delete and/or destroy such original personal data and any copies thereof.

Appendix 1: Obligation to report infringement

The obligation to report as described in Article 5 of the Agreement in any case includes reporting the fact that there has been a leak. In addition, the obligation to report includes:

1. the nature of the personal data breach, indicating, where possible, the categories of data subjects and personal data registers concerned and, approximately, the number of data subjects and personal data registers concerned;
2. the name and contact details of the data protection officer or any other point of contact where further information can be obtained;
3. the likely consequences of the personal data breach;
4. the measures proposed or taken to address the personal data breach, including, where applicable, the measures to limit any adverse consequences thereof.

Annex A: Specification of personal data and data subjects

Categories of data subjects and personal data for different purposes

The Processor shall receive the following personal data within the framework of Article 1.1 of the Processing Agreement, solely for the purpose of automatically deleting it immediately upon receipt:

Type of personal data

Via ATS (the types of personal data may vary per configuration but in any case will not include more than the personal data listed below):

Contact details

- First name
- Surname
- Email address
- Place of residence
- Address
- Date of birth
- Photograph
- Mobile number

Job application details

- Job description
- Salary expectations
- Availability

Education and qualifications

- Diplomas obtained
- Certificates
- Any other qualifications

References

- Information on any previous employers
- Job titles

Work experience

- Information on any previous employers
- Job titles

In accordance with Article 1.1 of the Processing Agreement, the Processor receives the following personal data for the use of the Software offered by Roadtrip Technologies:

Via ATS (the types of personal data may vary per configuration but in any case will not include more than the personal data listed below):

Usage data

- Candidate ID
- Date and time of the job application
- Title and ID of the vacancy and the job application
- Status of the job application

Via Apply Tag on the customer's career site

Visitor data:

- Date and time of application
- Title and ID of the vacancy and the application
- URL
- Session ID
- Source data such as UTM Source and UTM Medium
- User Agent

If the visitor has given marketing consent:

- fbp
- gclid
- li_fat_id
- IP address

Considering the Google Cloud Platform project and BigQuery by Roadtrip Agency:

Type of personal data

Technical identification data:

- IP addresses
- Device identification data

Analysis data:

- User behaviour on the Website
- Data dependent on the SST settings at the Controller

Categories of data subjects:

- Website visitors

The Controller warrants that the personal data and categories of data subjects described in this Annex A are complete and accurate and indemnifies the Processor against any defects and claims resulting from an incorrect representation by the Controller.

Description of data deletion

In the context of the implementation of the Processing Agreement, the Processor temporarily receives personal data from the Controller, solely for the purpose of processing incoming requests via API and storing the relevant data and immediately deleting the other data.

The personal data will only be processed temporarily for the purpose of performing the described functionality. The data will:

- not be stored in a database, and
- not be used for any other purpose.

Once the processing operation has been completed, the personal data will be automatically deleted. The deletion will take place in the following manner:

Processing step	**Time of deletion**	**Method of deletion**
Entry via API or webhook	Immediate	All values are deleted immediately during the first processing step.

Annex B: Sub-processors

Sub-processor	Brief description of processing operation	Is a data sub-processing agreement in place?	Do appropriate safeguards apply?
TransIP, Vondellaan 47, 2332 AA in Leiden, the Netherlands	TransIP is used to host the Website.	Yes, dated 12 July 2023	No
Hetzner	Hetzner is used to provide virtualised infrastructure for the hosting.	Yes, dated 24 December 2025	Hosted in EU by an European Company (Germany)
Google inc.	Provides the hosting for a Google Cloud Platform project.	Yes, dated 5 June 2024	Adequacy decision (Data Privacy Framework)