1. Definitions

1.1 *Contract*
A Contract signed by the client, which describes the performance, the fees and other specific conditions.

1.2 *Contract Amount*
The rates or prices that KCS agrees upon for each Contract with the Contractor.

1.3 *Standard Infrastructure*
The Infrastructure existing prior to a Contract, whose intellectual property rights do not belong to KCS or the Contractor due to its nature or an explicit and written agreement.

1.4 *Customised Infrastructure*
Infrastructure that has been produced by the Contractor or has been predominantly adapted by them.

1.5 *Infrastructure*
a. Software
b. Hardware
c. The connections or links between Software or Hardware ('network').

1.6 *KCS*
The private company with limited liability KLM Catering Services Schiphol B.V. whose power of attorney is registered with the Chamber of Commerce and the natural persons who represent KCS by virtue of their employment.

1.7 *Contractor*
The party who has accepted a Contract from KCS.

1.8 *Third Parties*
Any natural person who is not employed by KCS or the Contractor, as well as any legal entity that is not legally connected to KCS or the Contractor.

1.9 *Support*
Employees engaged from or through the Contractor as necessary for the proper fulfilment of the Contractor.

1.10 The necessary Maintenance or Development items required for the proper fulfilment of this Contract.

1.11 *Documentation*
Written information related to a Contract, intended among other things for the proper use of Infrastructure.

1.12 Contingency
An emergency that severely disrupts KCS production on behalf of its customers for potentially longer than 4 hours.

2 Applicability and Priority

2.1 These General (ICT) Conditions of Service apply to every Contract and every Contract Request by KCS, as well as to the offers made by or on behalf of the Contractor.

2.2 KCS hereby expressly rejects the Contractor's general terms and conditions. The Contractor must explicitly and in writing reject the applicability of its own general terms and conditions for the establishment of the Contract.

2.3 The Client is entitled to amend and/or supplement the Contract and these General (ICT) Conditions of Service in writing. The Client will inform the Contractor in writing and in a timely manner about a change to the Contract. In the event of such a change, the Client will notify the Contractor in writing no later than one month before the effective date of the amended General (ICT) Conditions of Service.

2.4 At the request of the Client, the Contractor will carry out all changes indicated by the Client in the scope and/or nature of the Contract, provided that it can reasonably be expected of the Contractor to implement these changes and that there is an agreement between the Parties regarding the consequences of these changes for the price and the execution or delivery period.

3 Intellectual property, usage right and source code

3.1 Regarding the Standard Infrastructure of KCS, the following applies:

a. Parties respect the intellectual property rights, if and to the extent that these are held by Third Parties;
b. The Contractor verifies whether KCS requires a usage right and, if so, ensures that KCS obtains and retains an adequate usage right;
c. The Contractor guarantees that KCS does not infringe on the property rights of Third Parties due to a Contract carried out by the Contractor.

3.2 Regarding the Customised Infrastructure of KCS, the following applies:

a. the intellectual property rights arising from a Contract are owned by KCS from the actual commencement thereof, with KCS receiving the source code no later than at the time of introduction/reintroduction into service in a manner and place indicated by KCS;

b. if the Contractor wishes to obtain a usage right for the benefit of other clients of the Contractor (also non-competitive Third Parties of KCS), KCS will not withhold approval on unreasonable grounds, and possibly under further conditions or reservations to be agreed upon.

3.3 The Contractor guarantees to KCS that:

a. All intellectual property rights on Customised Infrastructure are owned by KCS from the actual start of the work.
b. Upon first request, the source code for the performed work will be handed over to KCS, and KCS has the right to use, modify, reproduce and exploit the source code without the intervention of the Contractor.
c. KCS will not infringe on the property rights of Third Parties. The Contractor indemnifies KCS against all claims from Third Parties in connection with an infringement of intellectual property rights. This indemnity explicitly includes all legal costs, fines, penalties and damages that KCS must pay to Third Parties, including costs for legal assistance.

3.4 With regard to the Standard Infrastructure, the Contractor grants KCS a nonexclusive, unlimited, irrevocable and perpetual right of use.

4 Duration, contract amount, termination and performance and changes

4.1 The Contract is entered into for the duration as agreed upon in the Contract.

4.2 KCS is at all times entitled to terminate the Contract, observing the agreed notice period, or in the absence thereof, a reasonable period.

4.3 Termination must be effected in writing by registered post.

4.4 In the event of termination by KCS for reasons other than an imputable failure by the Contractor, the Contractor is not liable to pay any compensation, of any kind, to KCS. In the event of termination by KCS for reasons other than imputable failure by the Contractor, KCS will reimburse the demonstrably reasonable costs incurred by the Contractor.

4.5 Prior to the performance of a Contract, the Parties agree explicitly and in writing upon a fixed Contract Amount (also known as a 'fixed price') or a variable Contract Amount (based on an unknown number of hours to be performed).

4.6 All amounts are in Euros and exclusive of VAT.

4.7 Unless expressly agreed otherwise, the above-mentioned rates are fixed, so that no price changes are possible for that part during the Contract. The relevant elements of the Contract Amount relate to all work to be performed by the Contractor in the context of the Contract, including research. This includes, among other things, the provision and costs of materials, tools, installation, insurance, levies, permits and financial obligations, including salaries, expenses such as travel and accommodation costs, wage taxes, training related to the Contractor's employees, as well as Documentation, Support and Parts for KCS. Any settlement of additional or reduced costs resulting from changes in wages, social charges and material prices is explicitly excluded.

4.8 The Contractor will perform the Contract thoroughly and with due care, and is responsible for the quality of the delivered performance.

4.9 KCS is authorised to amend the Contract. The Contractor is obliged to cooperate with the changes and will report in a timely manner and in writing any consequences for the Contract Amount and/or the execution time.

5 Invoice, payment, and suspension

5.1 KCS is not obliged to pay advance invoices, nor invoices based on subsequent calculation that exceed the Contract Amount.

5.2 Each invoice is to be provided along with an adequate specification and sent exclusively by email to:
Gate Gourmet KCS Schiphol BV
Attn: Accounts Payable AMS/HY
pdf.invoices@kcs.nl

5.3 Each invoice refers to the KCS Contract Number and specifies at least:

a. the Contract number mentioned in the Contract
b. the names of the staff performing the Contract;
c. the time spent in hours or parts thereof;
d. the day, duration and times at which the Contract was fulfilled.

5.4 Upon receipt and approval of the invoice, KCS will ensure payment within 30 days.

5.5 KCS will make the payment based on the information provided by the Contractor.

5.6 The Contractor guarantees that all Third Parties who could assert claims against KCS in respect of a Contract or request for Contract will be fully paid first in a timely and correct manner from the payments made by KCS. At the request of KCS, the Contractor will demonstrate adequately that the intended Third Parties have received what was due to them at that moment. In the event of non-compliance with this obligation resting on the Contractor, KCS has the right to fulfil the claims of the aforementioned Third Parties directly on behalf of the Contractor and to offset this against the Contract Amount due to the Contractor, thereby discharging the Contractor.

5.7 If the performed Contract does not satisfy the Agreement, the Client has the right to suspend payment in whole or in part. The amount involved in the suspension of payment must be in reasonable proportion to the identified failure. The Client is to notify the Contractor in writing or electronically of the suspension and the reason for it.

6 Confidentiality and publicity

6.1 The Parties will refrain from making any statements to third parties regarding the company, employees and assistants, the business operations, the content or performance of a Contract or request for Contract, in any way, whether for publicity purposes or not.

6.2 The foregoing will only be varied after prior written consent from the other Party, which consent is not to be withheld on unreasonable grounds. In that event, one Party will inform the other in advance about the nature, text and scope of the relevant publication and the publication means. The duty of confidentiality remains in effect after the end of a Contract or request for Contract.

6.3 Parties may request each other to observe additional provisions.

6.4 In the event of violation of the provisions of this article, the Contractor will forfeit, without further notice of default and without prejudice to KCS's right to performance and/or additional compensation, an immediately payable fine of €50,000 (fifty thousand euros) per violation, as well as a fine of €5,000 (five thousand euros) for each day that the violation continues, with a maximum of €500,000 (five hundred thousand euros) per Contract. This fine is not subject to settlement.

7 Delivery, acceptance and warranty

7.1 Delivery will take place exclusively after a successful and documented acceptance procedure carried out by KCS, which will include functional and technical tests in any case. Acceptance by KCS occurs only after this formal approval.

7.2 KCS is entitled to inspect the performance within a period of 30 days after Delivery and to report any defects in writing.

7.3 The Contractor will repair the reported defects promptly and free of charge.

7.4 The agreed warranty period for the delivered performance begins on the date of written acceptance by KCS.

8 Transfer and engagement of Third Parties

8.1 Unless KCS has given written and explicit consent for this, the Contractor is not allowed to transfer rights or obligations from this Contract, in whole or in part, whether directly or indirectly, to Third Parties.

8.2 Unless KCS has given prior written and explicit consent for this, the Contractor is not allowed to pledge, assign, or otherwise limit its claims against another in relation to a Contract.

8.3 The Contractor is authorised to engage Third Parties for the actual execution of a Contract, whereby the Contractor ensures that the Third Parties also comply with the provisions of these General (ICT) Conditions of Service, or bears the account and risk for imputable failures by the Third Parties.

9 Obligations of the Parties

9.1 The Parties guarantee that:

a. they will comply with all legal and other applicable government regulations or provisions;
b. one Party will provide the other Party with the necessary certificates, permits, exemptions and/or documents almost immediately upon request;
c. they meet the applicable general norms and values, both politically, socially and economically; this means, among other things, that the use of children (or the realistically expected possibility of this) in the direct or indirect production process, the causing of serious damage to the environment, and the involvement of countries subject to an official boycott are not permitted;
d. they will ensure that every person who is employed and who is present – whether regularly or not – on the

Without prejudice to the filing and Article 2: agreed and signed by the **Contractor**

Date and place ..... Signature:

premises and in the buildings of KLM or Amsterdam Airport Schiphol complies with the applicable regulations;

e. one Party will attach the assets or property rights of the other Party in the event of a dispute only after prior consultation; Parties will also ensure that third-party attachment is not imposed on the other Party or is directly lifted without the first Party suffering any material or immaterial disadvantage;

f. after the expiration or interim termination of the Contract, all written or digital confidential information will be returned within no more than a month to the other Party without the retention of copies;

g. they will cooperate with each other in other ways.

10 Interim termination

10.1 Without prejudice to its other rights, KCS has the right to terminate a Contract in writing with immediate effect and without judicial intervention, either wholly or partially, if:

a. the other Party fails to fulfil any substantial obligation, or fails to fulfil it properly or on time, and does not remedy this imputable failure – if possible or desirable – within a reasonable period set by the first Party after written notice of default;

b. prejudgment or post-judgment third-party attachment is imposed, causing the other Party or a significant customer of KCS to suffer unacceptable non-material or material damage;

c. there is a Contingency (crisis situation) with temporary or permanent consequences for one or both of the Parties regardless of whether there is a case of force majeure;

d. compliance by the other Party is permanently impossible, without any force majeure being in effect;

e. the other Party files for bankruptcy, is declared bankrupt, applies for or obtains a suspension of payments, or liquidates its business, or if a significant portion of its movable and/or immovable property is seized.

11 Liability, indemnity, and insurance

11.1 All damage arising in connection with the performance of the Contract is the responsibility of the Contractor, without prejudice to the liability of the Contractor under the legislation and regulations, the Agreement, or usage.

11.2 The Contractor indemnifies the Client against claims from Third Parties for compensation of damages, as referred to in paragraph 1 of this article.

11.3 The Contractor indemnifies the Client against claims from Third Parties for compensation for damages resulting from the performance of the Contract by the Contractor, including damages caused by assistants or other persons engaged by the Contractor in the execution of this Contract. The Contractor indemnifies the Client against damage resulting from the use or application of the services provided by the Contractor.

11.4 The Contractor is to be adequately insured from the moment the Contract is entered into for the performance of the Contract and must remain adequately insured during the performance of the Contract for all damage and consequential damage. This also includes insurance for injury and death damages to employees and Third Parties engaged by the Contractor due to their presence at a KCS location or during their journey to or from KCS. At the first request of the Client, the Contractor will provide the relevant policy or policies.

11.5 Any agreed limitation of liability of the Contractor does not apply to damages arising from violations of obligations related to intellectual property, confidentiality and personal data.

12 Changes and scope

12.1 Each provision of the General (ICT) Conditions of Service or Contract applies independently of the other provisions. If a provision is wholly or partially in conflict with legal provisions or would otherwise be invalid, the remaining provisions will remain in full force.

12.2 In the event of any inconsistency between the Contract and these Conditions of Service, the Contract agreed upon by the Parties will prevail over these Conditions.

12.3 Applicable law and disputes

The legal relationship between KCS and the Contractor is governed exclusively by Dutch Law.

12.4 Disputes arising from the Contract or these General (ICT) Conditions of Service or a Contract, which cannot be resolved by the Parties through mutual consultation, will be submitted to the competent court in Haarlem.

13 Processing of personal data

13.1 Whenever the Contractor processes personal data in the context of performing the Agreement, the following provisions apply.
An Appendix 2 that is part of the Agreement indicates which personal data or categories thereof the Contractor processes and for what purpose.

13.2 The Contractor processes the personal data in a proper and careful manner and complies with the statutory regulations arising from the legislation and regulations. The Contractor takes sufficient technical and organisational measures to ensure a security level corresponding to the risk for the processed personal data. The Contractor must take into account the state of the art, the implementation costs, the nature, the scope, the context and the varying degrees of seriousness of the risks to the rights and freedoms of individuals. The Contractor guarantees that, in any case, the persons authorised to process the personal data have committed to maintaining confidentiality or are bound by an appropriate statutory obligation of confidentiality. The Contractor will inform the Client upon request and without delay about how the Contractor fulfils their obligations under the aforementioned legislation and regulations.

13.3 The Contractor processes personal data obtained in the context of the performance of the Agreement solely on the written instructions of the Client. The Contractor does not process the personal data for its own purposes and not for other or further purposes than is reasonably necessary for the performance of the Agreement, unless the Client has granted written consent for this. The Contractor will not have any personal data processed by another party without the prior written consent of the Client. Without the written consent of the Client, the Contractor will not allow any processing of personal data in third countries located outside of the EU.

13.4 The Contractor will not engage sub-processors for the processing of personal data unless KCS has granted prior written and specific consent, or has granted general consent and the Contractor has informed KCS in writing about the sub-processor and KCS has had the opportunity to object.

13.5 The Contractor will promptly inform the Client of any request and/or complaint from the supervisory authority or the data subject regarding the personal data being processed in the performance of the Agreement.

13.6 The Contractor will cooperate with the Client when the data subject submits a request to exercise their rights such as, but not limited to, the right to access, rectification, deletion, objection to the processing of personal data, and a request for the portability of their personal data. The Contractor does not independently fulfil the obligations incumbent upon the Client under the law.

13.7 The Contractor will inform the Client within two working days of any court order, summons, legal obligation or other obligation to share personal data with third parties.

13.8 The Contractor will inform the Client without undue delay, but no later than within 24 hours, as soon as it becomes aware of a breach in connection with the security of the relevant personal data and will provide the Client with all information the Client deems necessary so that the Client can, where applicable, comply with its obligations under Articles 33 and 34 of the GDPR.

13.9 The Contractor will provide the following information in the event of a breach related to the security of the relevant personal data as referred to in the previous paragraph:
a. a detailed description of the breach related to the security of the relevant personal data;
b. the type of personal data involved;
c. the number of individuals whose personal data is involved;
d. the identity of the persons involved;
e. the measures taken to limit the negative consequences for the data subject(s) concerned and to remedy the breach in question;

f. the cause of the breach in relation to the security of the relevant personal data;

g. the duration of the breach and the moment it occurred;
h. other relevant information.

13.10 Any costs incurred to resolve the breach in connection with the security of the personal data concerned will be borne by the Party incurring the costs, unless the breach arose from the Contractor's failure to comply with the Agreement, in which case the costs will be borne by the Contractor.

In addition, the Client retains the option to invoke other legal remedies.

13.11 Communication regarding the breach related to the security of the relevant personal data always takes place in consultation.

13.12 Where relevant, the Contractor will provide all necessary assistance in complying with the obligations under Articles 35 and 36 of the GDPR.

13.13 If the Agreement between the Contractor and Client ends, the Contractor will ensure that all personal data that it has obtained in the context of performance of the Agreement is returned to the Client or, with the consent of the Client, is destroyed, except to the extent that a mandatory legal provision prevents this.

13.14 Upon request, the Contractor will provide the Client with all necessary information required to demonstrate that they are complying with the obligations imposed on them by this article. The Contractor will also provide all necessary cooperation for audits and inspections carried out by or on behalf of the Contractor in that context. The costs of these audits and inspections are the responsibility of the Client, with the exception of the costs incurred by the Contractor in connection with the necessary cooperation for the audit or inspection and the provision of information.

13.15 If the Contractor contravenes this article and/or relevant legislation and regulations regarding the protection of personal data, the Contractor indemnifies the Client against claims from data subjects, governments, supervisory authorities and third parties in this regard.

13.6 In the event of a violation of the provisions of this article (personal data), the Contractor will forfeit, without prejudice to the Client's right to performance and/or additional compensation for damages, an immediately payable fine of €100,000 (one hundred thousand euros) per violation, as well as a fine of €10,000 (ten thousand euros) for each day that the violation continues, with a maximum of €1,000,000 (one million euros) per Contract. This fine is not subject to settlement.

Article 14 Confidentiality

The Parties (both KCS and the Contractor) will keep all information received from each other that they know or reasonably should know is of a confidential nature (confidential information) secret, and will use it solely for the performance of the Agreement.

The duty of confidentiality does not apply to information that: (i) is already generally known or public; (ii) has been lawfully obtained by a Party from a third party without a duty of confidentiality; or (iii) must be disclosed under the legislation or a court ruling.

Article 15 Other provisions

15.1 These General (ICT) Conditions of Service and the Contract are exclusively governed by Dutch law.

15.2 Disputes arising from the Contract or these (ICT) Conditions of Service or a Contract, which cannot be resolved by the Parties through mutual consultation, will be submitted to the competent court in Haarlem.

15.3 The Contractor will provide all necessary cooperation to comply with the obligations set forth in these Conditions.

Without prejudice to the filing and Article 2: agreed and signed by the **Contractor**

Date and place ..... Signature: