

Privacy Statement

Article 1 - Who is WE VAT Solutions BV?

WE VAT Solutions BV established and having an office at Beursplein 37, 3011 AA in Rotterdam.

Article 2 - Who is the customer of WE VAT Solutions BV?

The customer is the person with whom WE VAT Solutions BV has entered into a service agreement, for which privacy-sensitive data of the customer or his employees are processed.

Article 3 - I am not a customer but you do have personal information from me

In addition to our customers, we also process personal information from leads, prospects, newsletter readers, suppliers, relations, job applicants and of course our own employees. In general, the provisions below are also applicable to the personal data we process for these persons. Deviating provisions for these persons will be discussed below.

Article 4 - Who is responsible for the personal data within the meaning of the GDPR¹?

WE VAT Solutions BV processes, among other things, personal data for and on behalf of the customer. If we only process personal data without determining what happens with it, then the customer remains responsible for the personal data. The customer then determines for what purpose and with what means the personal data are processed. This is often the case if we process the payroll for the customer. In most other cases, WE VAT Solutions BV is responsible for the personal details of the customer. Insofar as we have personal data processed through a third party, for example a software supplier, the third party is sub-processor.

Article 5 - Which personal data do we process?

In most cases, these are privacy-sensitive personal data. These are data such as:

- ¥ Name, first name, initials, title, gender
- ¥ Address and place of residence
- ¥ Email address and telephone number
- ¥ Customer's birth dates
- ¥ BSN number
- ¥ Income data and other information about the financial or economic situation of the customer.

For the payroll administration, WE VAT Solutions BV is required by law to process the BSN number. A full copy of the identity card is also required from the wage tax. The Wwft (Anti-Money Laundering and Terrorist Financing) Act obliges WE VAT Solutions BV to determine the identity of the customer and to keep proof of this. The compilation of various types of financial and advisory reports and VAT returns forms the core of WE VAT Solutions BV's services. This is handled extremely carefully. Confidentiality and secrecy towards third parties is the starting point for this. This also applies, of course, to login data such as user names and passwords. The technical and organizational security is geared to this.

We do not process data on, for example, race, political opinions, religious convictions and medical information. If, for a special reason, this is necessary, we will specifically include this with the customer in the service agreement.

Article 6 - How do we process personal data?

We only process personal data in the manner that we have agreed with the customer in the service contract. We do not do this processing any longer or more extensively than necessary for the execution of this assignment. Processing takes place according to written instructions from the customer, unless we are obliged by law or regulation to act differently (for example when making a trade-off or a report of an "unusual transaction" must be done in the context of the Wwft (Act on the prevention of money laundering and terrorism financing) If, in our opinion, an instruction violates the GDPR (General Data Protection Regulation), we will inform the customer immediately if we are responsible, as in the case The preparation of the VAT declaration, we will process the data as we consider it to be the expert and in the light of the agreed assignment. If we have an independent obligation based on

legal regulations or the professional and professional rules of conduct with regard to Processing of Personal Data, then we live up to these obligations.

The customer is legally obliged to comply with current laws and regulations in the area of privacy. In particular, the customer must determine whether there is a legitimate basis for processing the personal data. We ensure that we comply with the applicable regulations regarding the processing of personal data.

We will only process the personal data within the European Economic Area (EU), unless we have made other agreements with the customer about this in writing.

Article 7 - Who has access to personal data?

We ensure that only our employees have access to the personal data. The exception to this are any sub-processors. We limit the access by our employees, wherever possible, to those data that are necessary for their work. We also ensure that the employees who have access to the personal data have received correct and complete instructions about the handling of personal data and that they are familiar with the responsibilities and legal obligations.

We can call on other processors (sub-processors) to carry out certain work arising from the assignment, for example if these sub-processors have specialist knowledge or resources that we do not have. If the use of sub-processors results in the processing of personal data, we will impose the same obligations on those sub-processors (in writing). By granting an assignment to WE VAT Solutions BV, approval is granted for the use of any sub-processors.

Article 8 - Inspection, modification or deletion of personal data

As far as possible, we comply with requests for inspection or modification or removal of personal data. The removal of personal data is a right from the GDPR, but we have to deal with legislation with regard to the retention of data and that legislation is for. The legal retention period is 7 years. If compliance with requests entails costs for us or the sub-processor, we can charge these costs.

If we receive a request to make personal data available, we will only do this if the request has been made by a competent authority. In addition,

we first assess whether we are of the opinion that the request is binding, or that we have to comply with the request on the grounds of conduct and professional rules. If there are no criminal or other legal impediments, we will inform the customer of the request. We try to do so in such a short time that it is possible for the customer to initiate possible legal remedies against the provision of personal data. If we are allowed to inform the customer, we will also consult with the customer on how and which information we will make available.

Article 9 - Security measures

We have taken appropriate security measures with a security level that matches the nature of the personal data and the scope, context, purposes and risks of the processing. When taking the security measures, account was taken of the risks to be mitigated, the state of the technology and the costs of the security measures.

We offer appropriate safeguards for the application of the technical and organizational security measures with regard to the processing to be carried out. If the customer wants to have the way we comply with the security measures inspected by an independent expert, a request can be made. We will make agreements about this together with the customer. If there is an inspection audit, the costs are for the account of the customer. The customer provides us with a copy of the inspection report.

Article 10 - Data leaks²

WE VAT Solutions BV will address notifications as soon as possible for further investigation and take the necessary measures to prevent further damage for those involved and WE VAT Solutions BV. As the law requires, a data breach that can have serious consequences is reported to the Authority for personal data and to the person (s) whose personal data are involved in the data breach.

Article 11 - Confidentiality

We keep personal data secret and also oblige our employees and any sub-processors to maintain confidentiality. Employees also observe confidentiality regarding the personal data entrusted to them as applicable based on their possible professional and conduct rules.

Article 12 – Liability

The customer guarantees that the processing of personal data in accordance with our service agreement and these provisions is not unlawful and does not infringe the rights of other parties involved such as family or employees.

We are not liable for damage resulting from the non-compliance by the customer with the GDPR or other legislation or regulations. The customer also indemnifies us against claims from third parties on account of such damage. The indemnity does not only apply to the damage suffered by third parties (material but also immaterial), but also to the costs that we incur in connection with this, for example in a possible legal procedure, and the costs of any fines imposed on us as a result of the customer's actions.

The limitation of our liability agreed in an order for services and the associated general terms and conditions shall apply to the obligations as included here, with the proviso that one or more claims for damages under this privacy statement and / or the service contract shall never exceed the limitation can lead. By signing the service contract and agreeing to this privacy statement, you declare that you are in possession of, or familiar with, our general terms and conditions.

Article 13 - Termination and return / destruction of personal data

In view of our statutory retention and other legal or professional regulations, we generally cannot meet any request from the customer for the destruction or return of the personal data at the end of our service contract. In case it is possible, we will cooperate with this request. The costs of collecting and transferring personal data at the end of the assignment are at the expense of the customer. The same applies to the costs of the destruction of personal data.

Article 14 - Additions and changes to the privacy statement WE VAT Solutions BV

If these provisions undergo significant changes or additions due to new or amended legislation, we will inform our customers about this. If we are no longer able to meet a certain level of protection, this may be a reason for us to terminate a service contract.

Article 15 - Deviating provisions for certain natural persons

For personal details of leads and prospects, we apply the rule that once a year we delete all personal data that has been processed by us for more than a year with the aim of being able to conclude a service contract. This unless a follow-up appointment has been agreed with the person concerned and recorded which shows that we can continue processing for another year.

For personal data of applicants, we use the rule that after closing a vacancy all personal data will be deleted after a maximum of 6 months.

For personal details of employees, interns, hirers, temporary employees or freelancers at WE VAT Solutions BV the same applies as for customers on the understanding that instead of the order for service must be read the employment contract, the internship agreement, the contract of hire, the temporary employment contract or the management agreement.

Article 16 - Final provisions

On request, the parties cooperate with the supervisory authority in the performance of its duties. Dutch law applies to these provisions, the Dutch court has jurisdiction to hear all disputes arising from or related to these provisions.

This privacy statement is part of our service contracts and is therefore binding on the parties. This privacy statement goes beyond the provisions in our general terms and conditions, unless explicitly referred to a provision in the general terms and conditions.

If one or more provisions mentioned here do not prove to be valid for a customer, this does not affect the validity of the other provisions mentioned. We then consult with the customer to jointly draw up a new provision. This provision will be as much as possible in the spirit of the invalid provision, but of course so designed that the provision is valid.

Article 17 – Contact

For questions about rights and the way WE VAT Solutions BV handles personal data, an information request can be submitted to WE VAT Solutions BV via e-mail via info@wevatsolutions.com. WE VAT

Solutions BV will respond to questions as soon as possible, but at least within 48 hours on working days.

1 - GDPR is the General Data Protection Regulation Act, including the implementing law of this regulation. The GDPR replaces the Personal Data Protection Act per May 25, 2018.

2 - A data breach is a breach of security that inadvertently or unlawfully leads to - or where it cannot reasonably be excluded that it may lead to - the destruction, loss, modification or unauthorized disclosure of or unauthorized access. to personal data transmitted, stored or otherwise processed.