

DATA PROTECTION AUTHORIZATION AND DIRECTION

WHEREAS BCC Corporate NV (Called 'BCC') and the client identified on section 'A' of the signature page attached hereto ('Client identification') (called 'Client'), have entered into one or more agreements for the provision of commercial card services by BCC (the 'Commercial Card Services').

AND WHEREAS BCC has been requested and authorized by the Client to transmit, process, consolidate and/or provide access (called 'Transfer') to certain commercial card data relevant to Client's and its affiliates' individual employees, contractors or agents who use the Commercial Card Services (such employees, contractors or agents shall collectively be referred to as 'Users' and such data shall be referred to as the 'Commercial Card Data') to Client, one or more affiliates of Client and/or to Client's third party processor identified on section 'B' of the signature page attached hereto, (the 'Consolidator') for the purpose of creating management information or business related reports to be made available to the Client and certain of its affiliates and/or its and their respective employees, contractors or agents (the 'Permitted Purpose').

The Client hereby authorizes and directs BCC, as of the date hereof and until it provides at least 10 days prior written notice otherwise to BCC, to Transfer Commercial Card Data to Client, one or more affiliates of Client and/or to Consolidator (the 'Authorization and Direction').

In consideration of BCC Transferring Commercial Card Data to the Client, its affiliates and/or Consolidator, Client hereby:

- 1. Represents and warrant to BCC that:
- (a) The Client has complied with and will continue to comply with all applicable rules, regulations, judicial or governmental authorities ('Laws') to authorize and direct the Transfer of Commercial Card Data as provided for herein.
- (b) If Client has requested that BCC Transfer Commercial Card Data to Consolidator, the Client will ensure the Consolidator (i) complies with all applicable data protection and privacy Laws and regulations; (ii)

puts into place and maintains appropriate data security measures to ensure that the Commercial Card Data is protected against loss, damage, destruction or any form of unauthorized or unlawful processing and/or access: (iii) keeps and treats the Commercial Card Data as confidential and limits access to the Commercial Card Data to those of the Consolidator's employees, contractors and agents who have a justified need to know for the purpose of performing the Permitted Purpose; (iv) does not use, process or disclose the Commercial Card Data, or any proprietary information of BCC disclosed in connection with the Transfer of Commercial Card Data, except to the extent reasonably necessary for the performance of the Permitted Purpose; (v) advises the Client of any unauthorized or unlawful processing of or access to the Commercial Card Data; and (vi) promptly destroys all such Commercial Card Data once the use of the Commercial Card Data is completed or ended applicable according to data protection legislation/privacy requirements.

- 2. Agrees that Client will immediately notify BCC in writing in the event that the Client becomes aware of any unauthorized or unlawful access to, use of or disclosure of the Commercial Card Data.
- 3. Agrees that, upon request, it will provide BCC with a list of all technology and service hosting providers, if any, used by the Consolidator in respect of the Permitted Purpose and that BCC has the right to refuse to Transfer the Commercial Card Data to the Consolidator if, in BCC's opinion, any such third party technology and/or service hosting provider has a prior record of failure to abide by data protection legislation and privacy standards or BCC's data protection and/or privacy standards.
- 4. Agrees to indemnify, defend and hold BCC harmless from and against all claims, suits, demands, actions, proceedings and litigation relating to: (i) activities undertaken by BCC pursuant to this Authorization and Direction, including the Transfer of Commercial Card Data as authorized by Client to Consolidator, (ii) the failure of Consolidator, and its employees, contractors, officers, agents and/or subcontractors to comply with section 1 above.



Section A. Client Identification	
Full legal name of Client on its own behalf and on behalf of its parent, affiliates and subsidiaries:	
Transfer of Commercial Card Data for TOP Level-reference(s) or division reference(s) (per reference = 1 feed)	
Authorized signer name and title:	
Authorized signature :	
Date:	

Section B. The Commercial Card Data will be Transferred to the Consolidator listed below	
Name	Address
Rydoo (Xpenditure NV)	Hendrik Consciencestraat 42/44, 2800 Mechelen