

DORA Addendum Postcode.nl

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This document contains the “DORA Addendum” of **Postcode.nl B.V.**, established at Julianastraat 30, 2012 ES Haarlem and registered with the Chamber of Commerce under registration number 34185878 (hereinafter: “**Supplier**”).

This addendum (hereinafter: “**Addendum**”) contains provisions to ensure that the parties under the Agreement comply with Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector, and the related delegated and implementing acts (“**DORA**”).

This Addendum, in addition to the Supplier’s General Terms and Conditions and other documents provided during the ordering process or separate negotiations, applies to all offers, legal relationships and agreements under which Supplier provides services to Client that perform or support functions for which Client, as a regulated financial entity under DORA, must ensure resilience against ICT-related disruptions, threats, and incidents.

This explicitly does not concern critical functions, as referred to in Article 3(22) DORA.

Pursuant to Article 30(1) DORA, Client and Supplier must clearly specify their rights and obligations with regard to the Services, including the contractual requirements set out in Article 28(7) and Article 30(2) DORA. Although the Services are not critical or important, the Parties agree to include this Addendum in the Agreement to ensure compliance with the applicable DORA requirements, and this Addendum is provided in the relevant ordering processes or separately agreed between Client and Supplier (e.g. via email) and thereby incorporated into the relevant agreements to form a uniform contractual whole.

1 Definitions

All capitalised terms used in this Addendum shall have the meaning given to them in the General Terms and Conditions, unless otherwise defined in this Addendum.

- 1.1 **General Terms and Conditions:** the general terms and conditions of Supplier, provided together with this Addendum during the ordering process and available at <https://www.postcode.nl/documents/algemenevoorwaarden.pdf>
- 1.2 **Services:** the services provided by Supplier to Client under the Agreement.
- 1.3 **Client data:** all information, including personal data, collected, stored, processed, and/or transmitted by or through the use of the Services provided by Supplier.
- 1.4 **Subcontractor:** a third party engaged by Supplier to perform (part of) the Services.
- 1.5 **Sub-outsourcing:** the engagement of a third party by Supplier to perform (part of) the Services.
- 1.6 **Agreement:** the agreement concluded through the ordering process between Supplier and Client, of which the General Terms and Conditions, this Addendum (if agreed), and other documents provided during the ordering process or separate negotiations form an integral part.
- 1.7 **Party/Parties:** Supplier and/or Client.
- 1.8 **Service Level Agreement:** the terms relating to service levels and quality of service, which may or may not have been agreed between the Parties when concluding the Agreement or thereafter, and which thereby became part of the Agreement and are available at <https://www.postcode.nl/documents/servicelevelagreement.pdf>. If the Service Level Agreement has not been agreed between the Parties, it may still apply within the context of this Addendum as described in Article 7.

2 Relation to the Agreement

- 2.1 This Addendum, in addition to the Supplier’s General Terms and Conditions and other documents provided during the ordering process, applies to all offers, legal relationships, and agreements under which Supplier provides Services to Client that perform or support functions for which Client, as a regulated financial entity under DORA, must ensure resilience against ICT-related disruptions, threats, and incidents.
- 2.2 By entering into this Addendum, Client and Supplier explicitly confirm that the Services referred to in the preceding paragraph do not support or perform critical or important functions (within the meaning of Article 3(22) DORA) of Client.
- 2.3 In case of conflict between this Addendum and other content of an Agreement, the provisions of this Addendum shall prevail.

3 Extension of this Addendum

- 3.1 The Parties may extend the applicability of this Addendum to other agreements under which Supplier provides Services to Client by explicitly referring to this Addendum, provided that the Parties record in writing any additional changes required to comply with DORA in relation to such Services.
- 3.2 If the scope of this Addendum is extended, it will be incorporated separately into each relevant agreement. For clarity: referencing this Addendum in other agreements will not result in the consolidation of such agreements with the Agreement; each agreement remains separate and independent, unless expressly agreed otherwise by the Parties.

4 Amendments

- 4.1 The Parties shall amend this Addendum as necessary to maintain compliance with DORA when new or amended laws, regulations, or guidelines come into force that conflict with the provisions of this Addendum or the Agreement, or otherwise necessitate changes to ensure ongoing compliance with DORA.
- 4.2 Each Party shall notify the other Party in writing of (the need for) any changes as referred to in Article 4.1. The primary responsibility for monitoring the need for such changes lies with Client.
- 4.3 If implementing the required changes or other changes requested by Client would affect Supplier's operational processes, require (significant) technical changes to the Services, or result in additional costs for Supplier, Supplier shall have the right to object to such changes by means of a reasoned written notice to Client. In case of objection, the Parties shall negotiate in good faith to amend the changes and/or agree on additional fees, subject to DORA compliance.

5 Scope and location of the Services

- 5.1 The Services provided by Supplier are described in detail in the Agreement.
- 5.2 The locations, i.e., the regions or countries, where the Services are provided or consumed, are specified in the Agreement by Client during the ordering process.

6 Sub-outsourcing

- 6.1 Supplier may Sub-outsource the Services without prior approval or involvement of Client, unless otherwise agreed in the Agreement.
- 6.2 Supplier remains fully responsible at all times for fulfilling its obligations under the Agreement, regardless of whether the Services are wholly or partially outsourced or otherwise performed by a third party.

7 Service levels

- 7.1 The service levels applicable to the Services, including any updates and revisions thereof, are described in the Service Level Agreement.
- 7.2 If the Service Level Agreement has not been agreed between the Parties, or if the Service Level Agreement is not applicable to the Services under its provisions, then, notwithstanding, the Service Level Agreement shall apply only to the Services relevant under this Addendum, and any provisions of the Service Level Agreement regarding compensation shall not apply. In such cases, any quantitative and qualitative performance objectives in the Service Level Agreement, regardless of wording, shall be interpreted as best-effort obligations, unless the Parties expressly agree otherwise in writing in an additional agreement.

8 Client data

- 8.1 The location(s) where Client Data is processed and stored in the context of the (Sub-outsourced) Services are specified in Annex 1 to this Addendum.
- 8.2 Supplier shall inform Client in advance if Supplier intends to change the locations referred to in the previous paragraph. Such notification shall be provided in writing and/or via the Services.
- 8.3 Supplier shall take measures to ensure the availability, authenticity, integrity, and confidentiality of all Client Data processed in the context of the (Sub-outsourced) Services, in accordance with the measures and provisions set out in the Agreement.
- 8.4 Supplier shall ensure access, control, recovery, and return of Client Data in an easily accessible format in case of insolvency, liquidation, or discontinuation of its operations, or termination of the Agreement.

9 Training and Awareness

- 9.1 Supplier agrees to participate in ICT security awareness programs and digital operational resilience trainings ("training") if Client includes external ICT service providers as participants in its training program and such trainings are relevant and aligned with Supplier's tasks.
- 9.2 If Supplier is expected to participate in one or more trainings, Client shall notify Supplier in writing at least forty-five (45) calendar days in advance. Participation cannot be required more than once per calendar year, unless circumstances reasonably require more frequent training. Participation is not required if Supplier can reasonably demonstrate that (i) the relevant knowledge is already present within Supplier's organization, or (ii) the trainings are not relevant or aligned with Supplier's tasks. Supplier shall notify Client in writing in such case, after which the Parties shall consult to reach agreement.

- 9.3 The obligation to participate in trainings is limited to persons directly involved in or responsible for the delivery of the (outsourced) Services and persons who directly or indirectly have access to Client Data, including its direct management.
- 9.4 Client shall ensure that training can be attended remotely via videoconference, except where the nature of the training reasonably requires physical attendance. Training dates, times, and locations shall be arranged in a way that reasonably accommodates Supplier's business interests and operational needs.
- 9.5 Supplier is entitled to request a reasonable fee for participation in trainings under this Article 9. The fee shall be agreed upon in advance between the Parties, or in the absence of such agreement, shall be based on Supplier's standard rates for similar activities.
- 9.6 If the trainings relate to outsourced services, Supplier may allow relevant Subcontractors (or their subcontractors at any level) to participate instead of Supplier, unless Client demonstrates that Supplier's participation remains reasonably necessary. Article 9.5 applies mutatis mutandis to situations where Subcontractors (or their subcontractors at any level) participate.

10 ICT-related incidents

- 10.1 In the event of an ICT-related incident affecting or related to the Services, Supplier shall, upon Client's first request and without undue delay, provide all assistance required under DORA for a reasonable fee. The aforementioned fee shall be agreed upon in advance between the Parties, or in the absence of such agreement, shall be based on Supplier's standard rates for similar activities..

11 Cooperation with authorities

- 11.1 Supplier shall fully cooperate with the competent supervisory authorities (including persons designated by them) supervising Client under DORA.

12 Termination

- 12.1 Without prejudice to any other termination rights available to the Parties under the Agreement or applicable law, either Party may terminate (cancel) the Agreement:
- 12.1.1 by written notice with immediate effect, in the circumstances described in Article 28(7) DORA.
 - 12.1.2 by written notice, provided that (i) the terminating Party has been requested by the competent (resolution) authority to terminate the Agreement, and (ii) a notice period is taken into account equal to the maximum notice period prescribed by that competent (resolution) authority, or if no such period is prescribed, the relevant notice period set out in the Agreement .
- 12.2 The termination rights under the Agreement shall be interpreted and exercised in accordance with the applicable expectations of the competent authorities within the meaning of Article 30(2)(h) DORA.
- 12.3 If the Agreement is terminated under or in connection with this Article 12, Client shall, without any right of set-off, immediately (i) pay Supplier all outstanding fees for Services delivered prior to the effective termination date, and (ii) pay Supplier all unpaid fees covering the remainder of the Agreement term as if not terminated, all such amounts becoming immediately due upon termination to the extent permissible under applicable law.

13 Governing law and jurisdiction

- 13.1 The applicable law and jurisdiction provisions as set out in the Agreement also apply to this Addendum.

14 Governing language

- 14.1 In case of any discrepancies, ambiguities, or conflicts between the Dutch and English versions of this Addendum, the Dutch version shall always prevail.

Processing and storage locations

The locations where Client Data is processed and stored in the context of the Agreement are as follows:

| Services | Locations |
|--|---|
| Postcode.nl/Postcode EU address API's | <ul style="list-style-type: none"> - Falkenstein, Germany - Haarlem, Netherlands - Schiphol-Rijk, Netherlands <p>For most recent updates check https://kb.postcode.nl/help/api-status</p> |
| Google mail server for email communication between Supplier and Client | - Cloudbased, mainly EU region |
| Voys telephony for telephone communication between Supplier and Client | - Cloudbased, mainly EU region |