

General terms and conditions

Grow with Ward

Table of Contents:

| | |
|--|----------|
| Chapter I - General Provisions | 2 |
| Article 1. Definitions | 2 |
| Article 2. Identity of Grow with Ward | 2 |
| Article 3. General Provisions | 3 |
| Article 4. The Offer | 3 |
| Article 5. The Agreement | 3 |
| Article 6. Dissolution and notice periods | 4 |
| Article 7. Liability | 4 |
| Article 8. Force Majeure | 5 |
| Article 9. Prices | 5 |
| Article 10. Payment and billing | 6 |
| Article 11. Complaints | 6 |
| Article 12. Transfer of rights and obligations | 6 |
| Article 13. Additional work | 7 |
| Article 14. Intellectual Property | 7 |
| Article 15. Management of the Tool | 8 |
| Article 16. Confidentiality | 8 |
| Article 17. Applicable law | 8 |
| Article 18. Survival | 9 |
| Article 19. Amendment or supplementation | 9 |
| | |
| CHAPTER II - PROCESSOR AGREEMENT PROVISIONS | 9 |
| Article 20. Processing of Personal Data | 9 |
| Article 21. Execution Processing | 9 |
| Article 22. Security | 10 |
| Article 23. Duty to Report | 10 |
| Article 24. Rights of data subjects | 10 |
| Article 25. Inspection | 10 |
| Article 26. Data storage | 11 |

Chapter I - General Provisions

Article 1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. Grow with Ward: the company defined in article 2 of these general conditions;
2. Client: the (legal) person who purchases the Services, Products and/or the Tool from Grow with Ward and enters into an Agreement with Grow with Ward or the (legal) person entering into negotiation about it;
3. Agreement: any agreement between Grow with Ward and Client to provide Services by Grow with Ward to Client;
4. Parties: Client and Grow with Ward together;
5. In Writing: by e-mail, electronic message or by post;
6. Third Party(ies): other natural or legal persons who are not part of this Agreement;
7. Product: online courses, knowledge products and all other (downloadable) files provided by Grow with Ward;
8. Services: the services provided by Grow with Ward including but not limited to: growth marketing management.
9. Tool and/or Programme: the software named 'Upgrow' Grow with Ward has developed into an experiment management tool to streamline growth process, build a long-term knowledge base and manage stakeholders.

Article 2. Identity of Grow with Ward

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|------------------------------------|---|
| Company name: | Ward van Gasteren |
| Trading under the following names: | Grow with Ward (for Products and Services) or UpGrow (for the Tool) |
| Street name and number: | Donatellostraat 36 |
| Postcode and place of business: | 6663 PA Lent |
| Chamber of Commerce number: | 63090414 |

Article 3. General Provisions

1. These general conditions apply to every offer and all (legal) acts of Grow with Ward and to every Agreement concluded between Grow with Ward and the Client.
2. If there is a conflict between the provisions stated in the general terms and conditions and the provisions stated in the Agreement, the provisions of the Agreement shall prevail.
3. If the Agreement is concluded electronically, in deviation from the previous paragraph and before the Agreement is concluded, the text of these general terms and conditions may be made available to the Client electronically in such a way that it can be easily stored by the Client on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the Agreement it will be stated where the general terms and conditions can be viewed electronically and that, at the request of the Client, they will be sent electronically or otherwise free of charge.
4. Unless expressly agreed upon otherwise and In Writing, the applicability of other general terms and conditions are expressly excluded.
5. Deviations from or additions to these general terms and conditions shall only be valid if expressly agreed upon In Writing.
6. If Grow with Ward does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that Grow with

Ward would in any way lose the right to require strict compliance with the provisions of these general terms and conditions in other cases.

7. If and insofar as no appeal can be made to any provision of these general terms and conditions on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question will in any case be accorded a meaning corresponding as far as possible to its content and purpose, so that an appeal can be made to it.
8. Grow with Ward cannot guarantee that the work carried out by them will always achieve the result desired by the Client. The Agreement shall be performed on the basis of a best effort obligation and not on the basis of an obligation of result.
9. Grow with Ward is entitled to engage Third Parties for the performance of the Agreement.
10. The effect of the Articles 7:404 and 7:407 (sub-section 2) from the Civil Code is excluded.

Article 4. The Offer

1. The offer from Grow with Ward to Client is in principle valid for a period of 4 (four) weeks from the date of sending the offer. If an offer has another limited validity date or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the digital content and/or Services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Client. Obvious mistakes or obvious errors regarding, for example, displayed amounts do not bind Grow with Ward.

Article 5. The Agreement

1. The Agreement is concluded at the moment the Client accepts the offer and fulfils the conditions (if any) set therein.
2. If any provision of these general terms and conditions or of an Agreement proves to be void or is nullified, this will not affect the validity of the general terms and conditions or Agreement as a whole. If this happens, the Parties will consult with each other to agree upon a new provision to replace the void or nullified provision, taking into account as much as possible the purpose and meaning of the void or nullified provision.
3. Grow with Ward reserves the right not to execute a concluded Agreement, for example if it has reasonable doubt or information that the Client will not (be able to) fulfil its (financial) obligations. If Grow with Ward refuses to execute a concluded Agreement, they will inform the Client In Writing of the refusal within a reasonable time after the conclusion of the Agreement.
4. These general terms and conditions also apply to future, additional and/or follow-up orders.
5. Agreed upon delivery dates are always indicative. The deadlines for delivery and completion are not strict deadlines. Exceeding a term therefore does not entitle the Client to compensation.
6. The Client's right of suspension and right of set-off are excluded.

Article 6. Dissolution and notice periods

1. If the Client fails to meet one or more of its obligations or does not meet them on time or adequately, is declared bankrupt, applies for (temporary) moratorium and/or deferral of payment, proceeds to liquidate its business, and/or if its assets are seized in whole or in part, Grow with Ward has the right to suspend the performance of the Agreement or to terminate and/or dissolve the Agreement by operation of law and without prior notice of default in whole or in part by a Written statement, all this at its discretion and always without prejudice to any right Grow with Ward may have to compensation for costs, damages and interest.

2. If the Agreement terminates due to force majeure, Grow with Ward shall be entitled to payment for the hours already worked or investments made at the time of termination of the Agreement.
3. Termination of an Agreement regarding Services has to be done In Writing. The termination of such an Agreement is also subject to a notice period of 1 (one) month.
4. In the event of termination, the invoice for the month in which the Agreement ends shall be adjusted pro rata.
5. Termination of an Agreement regarding the Tool has to be done In Writing and can always be done by the end of the period Client has already paid for. After all, the Client pays in advance for the use of the tool for a certain period.

Article 7. Liability

1. Grow with Ward is not liable for indirect and direct damages. Not excluded is the liability of Grow with Ward for damage resulting from intent or conscious recklessness of Grow with Ward.
2. If Grow with Ward can nevertheless be held liable, regardless of what is stipulated in this article, the total liability of Grow with Ward will be limited to compensation of damage up to the amount of the investment agreed upon for that agreement (excluding VAT).
3. The amount of compensation will never exceed the amount paid out by Grow with Ward's liability insurance.
4. If the Agreement is a continuing performance contract with a term of more than 6 (six) months, then, in deviation from paragraph 2 of this article, the investment agreed for that contract will be set at the total of payments (excluding VAT) of the past 6 (six) months prior to the event causing the damage.
5. Direct damage means:
 - a. reasonable costs that the Client would have to incur to make Grow with Ward's performance conform to the Agreement; however, this substitute damage will not be compensated if the Agreement is dissolved by or at the suit of the Client;
 - b. reasonable costs incurred by the Client in having to keep its old system(s) and related facilities operational for a longer period because Grow with Ward did not deliver on a final delivery date that was binding on to him, minus any savings resulting from the delayed delivery;
 - c. reasonable costs incurred in determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of these general conditions;
 - d. reasonable costs incurred to prevent or limit damage insofar as Client demonstrates that these costs have resulted in limiting damage within the meaning of these General Terms and Conditions.
6. The Client shall indemnify Grow with Ward against any claims by Third Parties, who suffer damage in connection with the performance of the Agreement.
7. A condition for the existence of any right to compensation is always that the Client reports the damage In Writing to Grow with Ward as soon as possible after it occurs. Any claim for compensation against Grow with Ward lapses by the mere lapse of 12 (twelve) months after the claim arose.
8. Grow with Ward is not liable for damage caused by auxiliary persons as referred to in article 6:76 of the Dutch Civil Code.
9. Grow with Ward is not liable for any damage, of whatever nature, due to the fact that Grow with Ward has relied on inaccurate and/or incomplete data provided by the Client or if the Client has delivered such data too late.

10. Grow with Ward shall not be liable for any compensation regarding the uptime of the Tool and/or response times of Grow with Ward regarding complaints of the Tool. This exclusion of guarantees regarding uptime and response times is explicitly communicated to the Client.

Article 8. Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Grow with Ward to perform any obligation to the Client cannot be attributed to Grow with Ward in the event of a circumstance independent of the will of Grow with Ward, as a result of which the performance of its obligations to the Client is wholly or partially impeded or as a result of which the performance of its obligations cannot reasonably be required of Grow with Ward. These circumstances include for example failures of suppliers or other Third Parties, (power) failures, computer viruses, incapacity to work and/or emergency leave due to private problems of the owner of Grow with Ward, hacks, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, strikes, government measures and the failure of equipment/software/other materials used for the Agreement.
2. If a situation as referred to in paragraph 1 of this article occurs as a result of which Grow with Ward cannot fulfill its obligations towards the Client, then those obligations will be suspended for as long as Grow with Ward cannot fulfill its obligations. If the force majeure situation has lasted for 30 (thirty) calendar days, both Parties have the right to dissolve the Agreement In Writing in whole or in part. In such a case, Grow with Ward shall not be obliged to compensate for any damage, even if Grow with Ward enjoys any benefit as a result of the force majeure situation.

Article 9. Prices

1. All amounts are in euros and exclusive of VAT and other government levies unless otherwise agreed or specifically mentioned.
2. Grow with Ward reserves the right to apply an inflation adjustment once a year.
3. Investments are based on price determining factors at the time of the offer. Grow with Ward reserves the right to charge any changes in price-determining factors to the Client, over which Grow with Ward has no reasonable control, such as increases in excise duties, social security contributions, insurance payments or sales tax, 3 (three) months after the conclusion of the agreement, up to a maximum of 20% of the original amount.
4. A composite quotation does not oblige Grow with Ward to perform a part of the Agreement for a corresponding part of the quoted amount.
5. Discounts and quoted amounts do not automatically apply to future Agreements.

Article 10. Payment and billing

1. To the extent not otherwise provided in the Agreement or additional terms and conditions, amounts due from the Client shall be paid within 14 (fourteen) days of the invoice date.
2. The Client has the obligation to report any inaccuracies in payment data provided or stated immediately to Grow with Ward.
3. If the Client fails to meet its payment obligation(s) in a timely manner, the Client shall be made aware of the late payment by Grow with Ward and the Client shall be granted a period of 7 (seven) days to still meet its payment obligations. After failure to make payment within this additional seven-day period, the Client will be in default. As a result, the Client shall also owe the statutory (commercial) interest on the amount still due. And in addition to this, Grow with Ward is entitled to charge the extrajudicial collection costs it incurred, if and when these costs had to be made.

4. In case of (reasonable prospect of) bankruptcy, liquidation or suspension of payments or a debt restructuring within the framework of the WSNP, the claims of Grow with Ward on the Client and the obligations of the Client towards Grow with Ward are immediately due and payable.
5. Payments made by the Client shall always serve first to settle all interest and collection costs due, secondly to settle due and payable invoices that have been outstanding the longest, even if the Client indicates that the payment relates to a later invoice.

Article 11. Complaints

1. The Client can no longer appeal to a defect in the performance if he has not protested to Grow with Ward within 2 (two) months after he discovered the defect or reasonably should have discovered it. If there is a visible defect in the delivery, a period of 72 (seventy-two) hours applies.
2. Client is responsible for ensuring that the Tool works on the software and hardware used by Client. If necessary, Grow with Ward will provide explanation and assistance in this regard. The non-applicability of the Tool on a non-standard used soft- and/or hardware is for the account and risk of the Client.
 - a. Non-standard software and hardware includes at least a mobile version of the Tool. The Tool only works on desktop.
 - b. The Tool can only be used in browser versions with more than 1% usage according to the following source: <https://caniuse.com/usage-table>.
3. The Client must in any case give Grow with Ward 4 (four) weeks to resolve the complaint in mutual consultation.
4. If a complaint is not reported to Grow with Ward within the time limits mentioned in the preceding paragraphs, the product is deemed to comply with the Agreement and to function in accordance with the Agreement.
5. Complaints shall not suspend the Client's obligation to pay.

Article 12. Transfer of rights and obligations

1. Rights and obligations of the Client under this Agreement cannot be transferred without the prior Written consent of Grow with Ward. This provision shall be deemed to be a clause having property law effect as referred to in Article 3:83 (sub-section 2) of the Dutch Civil Code.

Article 13. Additional work

1. If, at the request of the Client or at its own request, Grow with Ward has, with the prior Written consent of the Client, performed work or made other performances that fall outside the content or scope of the Agreement, this work or these performances will be compensated by the Client in accordance with Grow with Ward's usual rates. The Client shall never be obliged to comply with the execution of additional work and may require that a separate Written Agreement shall be concluded for this purpose.
2. Client accepts that the additional work or performance as referred to in paragraph 1 of this article may affect the agreed upon objectives and expectations.
3. Insofar as a fixed amount has been agreed for the Services, Grow with Ward will always inform the Client In Writing in advance of the financial consequences of the additional work.

Article 14. Intellectual Property

1. Grow with Ward has intellectual property rights on the Products offered. Client explicitly receives only the non-exclusive right of use of the Product. Client is therefore prohibited from reselling, copying or in any other way making public the access to the Product itself. This with due observance of the following in this article.
2. Grow with Ward grants the Client a non-exclusive, non-transferable, non-assignable, worldwide limited right to use the Tool and/or Products and any updates or future updates to it exclusively for its internal business operations.
3. All intellectual property rights pertaining to and/or resulting from the Agreement executed by Grow with Ward shall rest with Grow with Ward, unless otherwise agreed In Writing. The Client only acquires the non-exclusive and non-transferable rights of use expressly granted by these terms and conditions and the law. Any other or further right of the Client is excluded.
4. The documents, information and access to the Tool provided by Grow with Ward to the Client are exclusively intended to be used by the Client. The Client is not allowed to publish and/or reproduce the obtained information in any form whatsoever. This includes editing, selling, making available, distributing and integrating - whether or not after editing - into networks, except that such disclosure and/or reproduction is permitted In Writing by Grow with Ward and/or such disclosure and/or reproduction arises from the nature of the Agreement with Grow with Ward.
5. If the Client itself provides images, texts or other content for the performance of the Services, the Client has a duty of investigation with respect to any intellectual property rights of Third Parties on this content. The Client indemnifies Grow with Ward for any claims by Third Parties regarding intellectual property rights that may be vested in this content.
6. Grow with Ward reserves the right to use the knowledge acquired in the performance of the Agreement for other purposes, to the extent that no confidential information of the Client is provided to Third Parties.
7. Unless otherwise agreed upon In Writing, the Client is not authorised to grant sub-licenses of the Tool to Third Parties.
8. Grow with Ward has the right to use the Client's name and logo as a reference or for promotion.
9. The Client shall indemnify Grow with Ward against the claims of Third Parties concerning intellectual property rights.
10. If the Client acts in violation of this article, the Client will owe an immediately payable penalty in the amount of €25.000, without prejudice to Grow with Ward's right to compensation.

Article 15. Management of the Tool

1. Grow with Ward is entitled to make changes to the technical facilities and non-technical facilities with respect to the Tool at any time.
2. A change that in the reasonable opinion of Grow with Ward requires a substantial, non-temporary, adjustment on the part of the Client will be made known to the Client as soon as possible. The Client cannot claim any compensation or damages, but has the right to terminate the Agreement with effect from the day of the announced change.
3. The Client shall act and behave in accordance with what may be expected of a responsible and careful user of the Tool.

4. Client is always responsible for any use - including unauthorised use - made of the user and access rights granted to it. The Client will take appropriate and reasonable measures to prevent unauthorised use. The Client is not permitted to share user and/or access rights with Third Parties.
5. The Client shall follow the instructions given by Grow with Ward for the use of the Tool at all times.
6. Grow with Ward reserves the right to discontinue/remove technical services of the Tool if they cause a failure and/or delay of the system. Grow with Ward will assess whether there is such a failure or delay and may, without prior notice to the Client, block the technical services of the Tool, or take other measures to eliminate the failure or delay. The Client will never have a right to compensation or damages in these circumstances.
7. Grow with Ward is entitled, without prior notice, to (temporarily) put the Tool out of use or to limit their use to the extent that this is necessary for the reasonably required maintenance or for the necessary adjustments or improvements to be made by Grow with Ward to the Tool without giving rise to any right to damages or compensation from the Client to Grow with Ward.
8. The hosting of the Tool has been outsourced by Grow with Ward to third parties. For this reason, Grow with Ward expressly has no influence on the Tool's hosting and for the same reason cannot guarantee a certain uptime.

Article 16. Data storage Tool

1. Data, not being personal data, which Client stores in the Tool is visible to Grow with Ward. Grow with Ward reserves the right to analyse this data and draw conclusions from it. This includes that Grow with Ward can write blogs on a general conclusion from the data.
2. Any such blog or other published conclusion, based on data from the Tool, by Grow with Ward will always be anonymised.
3. The Client declares and guarantees in any case
 - i. that all (registration) data provided are complete, true and accurate; and
 - ii. that he will ensure their correctness.

Article 17. Restrictions use of Tool

1. The Client agrees not to misuse the Tool and to abide by the restrictions imposed. Without this list being exhaustive, or already named in these terms and conditions with other words, the Client undertakes not to commit the acts listed below:
 - a. Sell, assign, distribute, (sub)licence, rent, lease, loan, distribute or otherwise transfer the rights to the Tool granted under this Agreement without the prior written consent of Grow with Ward, or offer Services or their derivatives in a service bureau or outsourcing offering to a third party;
 - b. Copy, modify, adapt, translate or create derivative works from the Tool (with the exception of copies, modifications or derivative works made solely from the reports or statements created for the Client's internal business purposes);
 - c. Subjecting the Tool or having it subjected to reverse engineering, dismantling or decompilation;
 - d. Use the Tool for illegal or unlawful purposes or for the transmission of data which is illegal, defamatory, invasive of another's privacy or abusive, threatening or harmful or which infringes the intellectual property of another;
 - e. Interfere with the proper working of the Tool. This also includes that Client may not transmit, process or store any material that contains software viruses, worms, Trojan horses or any other malicious or harmful computer code, files, scripts,

agents or programs that could infringe on the Services and interests of Grow with Ward, its affiliates and other Clients. Furthermore, Clients may not upload content that can burden or disrupt the infrastructure and proper functioning of the Tool;

- f. Unauthorised use of the Tool and impersonation of another person (legal or natural);
- g. Use the Tool in a way that is significantly more taxing than average use and which may damage the network or overload the system. Basically, the Client has an 'Unlimited' amount of data that can be placed in the Tool. However, a fair use policy must be observed. It is at the discretion of Grow with Ward whether or not Client adheres to this fair use policy. Where 'unlimited' refers to a disproportionately large range of possibilities, but is not actually unlimited. Grow with Ward adopts the following principles concerning the fair use policy:
 - i. 'Unlimited' is fairly limited to 100 users;
 - ii. 'Unlimited' is fairly limited to 10.000 experiments.

Article 18. Confidentiality

1. Confidentiality of all confidential information, which the Client has obtained from Grow with Ward in the context of the Agreement, is mandatory for the Client. Information is confidential if so notified by Grow with Ward or if this reasonably follows from the nature of the information.
2. If the Client violates paragraph 1 of this provision, the Client, regardless of whether the violation can be attributed to the Client and without prior notice of default or legal proceedings, will owe Grow with Ward an immediately payable fine of 20.000,- (twenty thousand) Euros for each violation without the need for any form of damage without prejudice to the other rights of Grow with Ward, including its right to claim damages in addition to the fine.

Article 19. Applicable law

1. Agreements between Grow with Ward and the Client are governed exclusively by Dutch law.
2. Disputes between Parties will be resolved as much as possible through proper consultation. All disputes between the Client and Grow with Ward will be settled exclusively by the competent court in the district where Grow with Ward is located.

Article 20. Survival

1. The provisions of these general terms and conditions and the Agreement that are intended to remain in effect after termination of the Agreement will remain in effect after termination of the Agreement.

Article 21. Amendment or supplementation

1. Grow with Ward is entitled to unilaterally amend or supplement these general conditions. In this case, Grow with Ward will inform the Client of the changes or additions in a timely manner.
2. There will be a minimum of 30 (thirty) days between such notice and the effective date of the amended or supplemented terms and conditions.

CHAPTER II - PROCESSOR AGREEMENT PROVISIONS

Article 22. Processing of Personal Data

1. Should Grow with Ward be designated as a processor ('verwerker') as referred to in article 4 paragraph 8 of the General Data Protection Regulation (AVG), articles 21 to 26 of these general conditions qualify as agreements to be made in accordance with article 28 paragraph 3 of the General Data Protection Regulation (AVG).
2. Grow with Ward will process personal data on behalf of the Client. Among other things, Grow with Ward processes the personal data of clients of the Client, such as: (company) name, address, place of residence, telephone number, e-mail address and salutation.
3. Grow with Ward processes personal data of Third Parties for the purpose of performing the Agreement concluded with the Client.
4. Such data shall never be the property of Grow with Ward. Data provided by the Client for the above purpose shall remain the property of the Client.
5. Grow with Ward will not process the personal data longer than for the duration of the Agreement, unless the Client has expressly instructed it to do so In Writing.
6. If, in the opinion of the Client, certain personal data should or need no longer be kept, Grow with Ward shall, upon the Client's Written request, promptly destroy the relevant personal data specified by the Client and certify to the Client In Writing that it has done so.

Article 23. Execution Processing

1. Grow with Ward is only responsible for the processing of personal data that are processed in the context of the Services offered under the conditions set out in these general conditions. For the other processing of personal data, including the collection of personal data by the Client and/or Third Parties, Grow with Ward is explicitly not responsible, unless this Third Party has been appointed by Grow with Ward.
2. Grow with Ward will not, unless it has received express prior Written consent from the Client and legal requirements are met, process personal data in countries outside the European Economic Area ("EEA") or the countries named in the adequacy decision ("adequaatheidsbesluit"). Transfer of personal data to countries outside the EEA that do not have an adequate level of protection is prohibited. Grow with Ward will immediately inform the Client In Writing of any planned permanent or temporary transfers of personal data to a country outside the EEA and will only implement the transfer(s) with the Client's Written consent.
3. By agreeing to these terms and conditions, you consent to Grow with Ward processing personal data in the United States. In doing so, Grow with Ward will endeavour to provide an appropriate level of protection as far as possible. It is always possible for you to withdraw this consent.
4. Grow with Ward will keep the personal data concerning the Client separate from the personal data it processes for itself or on behalf of Third Parties
5. Grow with Ward will process the personal data in a proper and careful manner and in accordance with Grow with Ward's obligations under privacy laws, including European Regulations and the AVG.

Article 24. Security

1. Grow with Ward will, in accordance with Article 32 AVG, take all appropriate technical and organisational measures to secure personal data against loss or any form of unlawful

processing. These measures will, in view of the costs involved and the state of the art, correspond to the nature of the personal data to be processed.

2. Grow with Ward makes every effort to prevent, detect and, where appropriate, take action against security breaches involving the personal data as much as possible.

Article 25. Duty to Report

1. In the event of a security breach and/or a data leak as referred to in the Data Breach Notification Act, Grow with Ward shall reasonably inform the Client as soon as possible.
2. The obligation to report includes in any case the reporting of the fact that a leak or incident has occurred, as the (alleged) cause of the leak or incident, the as yet known and/or expected consequence and the (proposed) solution.
3. The Client shall, if in its opinion necessary, inform Data Subjects and other Third Parties including the Personal Data Authority of a data breach or other incidents.
4. Grow with Ward is not permitted to provide information about a data breach or other incidents directly to Data Subjects or other Third Parties, except to the extent Grow with Ward is legally required to do so or has obtained permission from the Client.

Article 26. Rights of data subjects

1. Grow with Ward shall cooperate with the Client to, upon the approval of, and on behalf of the Client:
 - a. Provide data subjects with access to personal data concerning them;
 - b. Delete or correct personal data of data subjects;
 - c. Demonstrate that personal data has been deleted or corrected, if it is incorrect (or there is discussion about the correctness of personal data).
2. Grow with Ward shall cooperate, to the extent reasonably possible, with the Client in complying with its obligations under the AVG and other applicable laws relating to the processing of personal data. The responsibility for fulfilling these obligations rests entirely and exclusively with the Client. The investments associated with such cooperation are not included in the agreed investment and fees of Grow with Ward and are fully borne by the Client.

Article 27. Inspection

1. Grow with Ward shall permit the Client to inspect Grow with Ward's compliance with the security measures or, at the Client's request, to have Grow with Ward's processing facilities inspected by a designated investigative body.
2. Client shall pay all costs, fees and expenses associated with the Inspection, including reasonable internal costs incurred by Grow with Ward.
3. The Client will provide Grow with Ward with a copy of the Inspection's report.