

1. THESE TERMS OF USE ARE APPLICABLE

- 1.1 These are the Terms of Use that apply to all use of New Green Market's Platform. Words beginning with a capital letter are defined as specified in Article 3, Definitions, of these NGM Terms of Use.
- 1.2 You can join the Platform by signing up as User. After filling in the online Registration Form, accepting the Terms of Use including all appendices, accepting the Privacy Policy and the approval of your user account, you can start buying and/or selling on the Platform. By signing up as User you agree to comply with the Terms of Use.
- 1.3 New Green Market reserves the right to amend the NGM Terms of Use or parts thereof at any time. New Green Market will endeavour to give reasonable advance notice of such changes ahead of the change taking effect. Changes will take effect as soon as they are published on the Platform website. Prior to every use, users of the New Green Market Platform must check for changes to the NGM Terms of Use.
- 1.4 Agreements deviating from the provisions of the NGM Terms of Use shall be valid only if confirmed in writing by New Green Market. If one or several of the provisions of the NGM Terms of Use are declared null and void by a competent court of law, this will not affect the validity of the other provisions of the NGM Terms of Use.

2. SUMMARY: NEW GREEN MARKET IS A TRANSACTION PLATFORM

- 2.1 The New Green Market platform is a transaction platform that matches supply and demand in the floriculture market.
- 2.2 Users need an Account to be able to sell and/or buy Products on the Platform. Both functions, i.e. buying and selling, can be activated in one Account.
- 2.3 Sellers will be charged a Subscription Fee per period, as well as a Brokerage Fee for each Agreement they enter into.
- 2.4 Buyers will only pay a Subscription Fee per period, and can otherwise use the Platform free of charge. Any services that are offered separately may come with separate charges. When offering such separate paid services, New Green Market will clearly state on the website that these services come with additional charges.
- 2.5 All Agreements entered into through the Platform are only binding on the Users of the Platform. New Green Market is never a party to Agreements formed through the Platform.
- 2.6 Legal relationships between Platform Users and between Users and NGM are governed by these NGM Terms of Use.

3. DEFINITIONS

- 3.1 **Offer:** the offer of a certain quantity of a Product marketed by a User with an Account on the Platform. Any Offer must comply with the requirements of Article 7. In case of more than one Offer, the term changes to Offers.
- 3.2 **Subscription Fee:** the fee payable by a User who has an Account for the right to hold an Account and use the Platform over a period of one calendar year or part of that period. The amount of the Subscription Fee is listed on the NGM Fees List published on the NGM

website.

- 3.3 **Account:** the Account created by a User to post Offers on the Platform as a Seller, or to accept Offers posted on the Platform as a Buyer, which is created by correctly filling in the online Registration Form.
- 3.4 **Images:** Images (product photos) used by the Seller for the Offer posted on the Platform, including NGM Images and Seller Images.
- 3.5 **Accessories:** Products added to floriculture products, such as decorative products and packaging.
- 3.6 **Load:** the number of stalks (in case of flowers) or pieces (in case of plants) per box/carrier in which the Products are stored or shipped.
- 3.7 **Brokerage Fee:** the fee payable by a Seller to New Green Market for brokerage services in the realization of each individual Agreement. The amount of the Brokerage Fee is a percentage of the Purchase Price and listed on the NGM Fees List published on the NGM website.
- 3.8 **User:** any visitor to the Platform, including:
- a) A holder of an Account who can post Offers on the Platform to enter into Agreements as a Seller;
 - b) A holder of an Account who can accept Offers on the Platform to enter into Agreements as a Buyer;
- 3.9 **Terms of Use:** these terms and conditions, which apply to all use of the Platform, including all Appendices.
- 3.10 **IP Rights:** Intellectual property rights, including but not limited to trademark rights, service marks, logos, trade names, design rights, patent rights, copyrights, database rights, personality rights, and rights to know-how and other intellectual property, regardless of whether or not these rights are registered, including pending applications for such rights and all rights or other forms of protection that can be equated with or have a similar effect as the previous as could exist anywhere in the world.
- 3.11 **Registration Form:** the online form that a Platform User is required to fill in to create an Account, accept Offers on the Platform, and thus enter into Agreements through the Platform. The Registration Form can be found at www.newgreen.market.
- 3.12 **Buyer(s):** a User with an Account who proceeds to purchase Products through the Platform by accepting an Offer on the Platform.
- 3.13 **Logistics:** all processes and services relating to delivery of Products sold through the Platform
- 3.14 **New Green Market (NGM):** the private limited company New Green Market B.V., which has its registered office in Rotterdam and its place of business at Aalsmeerderdijk 438 (1436BL) in Aalsmeerderbrug
- 3.15 **NGM Database:** the database of Images and specifications made available by New Green Market for inclusion in Offers posted on the Platform by and at the discretion of a User with an Account.

- 3.16 **NGM Images:** Images (photos) from the NGM Database.
- 3.17 **Agreement:** the Agreement entered into between a Seller and a Buyer following the Buyer's purchase of a Product from the Seller through the Platform.
- 3.18 **Platform:** the transaction platform run by New Green Market, where Sellers can post Offers of Products and Buyers can accept such Offers, following which an Agreement is entered into between the Buyer and the Seller.
- 3.19 **Product(s):** Floriculture, such as fresh products for the cultivation of flowers and plants, and related Accessories, which New Green Market allows Sellers to offer on the Platform.
- 3.20 **Software Interface:** The electronic interface between an external software package and the NGM Platform.
- 3.21 **Transaction Data:** all data regarding the use of the Platform, including details of all transactions performed on the Platform.
- 3.22 **Transaction Price:** the price agreed between a Buyer and a Seller in the Agreement between them entered into through the Platform.
- 3.23 **Seller(s):** a User with an Account who posts an Offer on the Platform, which is subsequently accepted, following which the Seller enters into an Agreement with the Buyer who accepted the Offer.
- 3.24 **Seller Images:** Images (product photos) used by Sellers in Offers posted on the Platform, other than NGM Images.

4. TRADING ACCOUNTS FOR THE PLATFORM

- 4.1 All Users who want to trade on the Platform must create an Account to be able to offer and/or buy Products on the Platform. Creating an Account involves acceptance of the Terms of Use and the obligation to comply with the Terms of Use. After creating an Account, the prospective User will be able to offer or buy Products on the Platform as per the Terms of Use.
- 4.2 To be able to trade as a User, it must be registered with the Chamber of Commerce in its country of establishment and have a valid fiscal ID that was issued in the same country. An Account can be in only one (trade) name. Aside from that, it is important that the User be able to accept payments and be accessible for logistics purposes.
- 4.3 An Account User shall at all times be fully responsible for the use of its Account and for any persons granted access to its Account. Users must be able to assume that only persons who are authorised to perform transactions use the Account and the Platform's services.
- 4.4 New Green Market reserves the right to, without stating reasons, deny a User an Account, set additional conditions for the creation or retention of an Account, disable an existing Account, or terminate an existing Account with immediate effect. New Green Market will do so, for example, in cases where they suspect that a User is acting in violation of one or several of the applicable terms and conditions, in cases of fraud, when the use of the Account disrupts the proper functioning of New Green Market's Platform or, in the opinion of New Green Market, may damage New Green Market's or a third party's good name.
- 4.5 New Green Market also reserves the right to, at any time, cease to make certain Platform features available to a User.

- 4.6 If an Account is terminated for whatever reason, the Account in question will be disabled and the User will no longer have access to the Platform.
- 4.7 Users cannot claim any kind of compensation from New Green Market for Account termination by New Green Market, and the User hereby waives any entitlement to compensation (of damages).

5. USERNAME AND PASSWORD USAGE

- 5.1 Usernames and associated passwords issued to Users are strictly personal. The User will at all time be responsible for actions performed under the username and/or password assigned to it.

6. TRADABLE PRODUCTS

- 6.1 New Green Market has sole authority in deciding which kinds of Products can be offered on the Platform.
- 6.2 New Green Market has the right to exclude certain kinds of Products from being traded on the Platform without this giving Users any kind of claim against New Green Market as a result.
- 6.3 It is not allowed to offer Products that are illegal or unlawful or trading of which is prohibited or which are controversial in the country where the User is established or where NGM is established. If deemed necessary to protect the Platform's good name, New Green Market may exclude trading of certain kinds of Products on the Platform.
- 6.4 Users will at all time be responsible for complying with **legislation and regulations** governing the Products they trade on the Platform.

7. OFFER REQUIREMENTS

- 7.1 The User with an Account posts an Offer, with a view to selling certain Products on the Platform. In doing so, this User is obliged to ensure that the Offer complies with the requirements specified in Article 7.
- 7.2 The Offer is a committed Offer, which means that if an Agreement is indeed entered into, the Seller will be under an obligation to deliver the Products from the Offer to the Buyer.
- 7.3 **Images** used in the Offer must constitute a faithful representation of the Products offered.
- 7.4 The Offer must contain **all information** that will make it clear to the Buyer what rights and obligations will be attached to acceptance of the Offer:
- a) Product name: The Seller is allowed to change the product name as used by the Dutch Flower Auctions Association (Vereniging van Bloemenveilingen in Nederland (VBN)). The product code must always be entered. The extra description section can be used to include a possible additional name. NGM offers the option of publishing extra text over the VBN product name.
 - b) Product features: The compulsory product features specified by VBN, which differ per product group and which are listed in the so-called "Code Booklet", must be entered, as do the delivery requirements. The supplier is free to also provide information on other features.

- c) Price: This field is where the unit price must be entered, which is charged for the order and paid through NGM. The price is exclusive of possible shipping costs through the distribution network of the branch specified. As standard, the price is shown as an amount with 3 decimals.
- d) Load: At least one Load must be entered for an offer line. The Load is specified by the User, either on the demand line or on the offer line. Based on the Load specified, possible Logistic calculations are made.
- e) Deliverable quantity: The deliverable quantity is the number of Products from one batch that the Seller has available. The deliverable quantity must always be filled in.
- f) Accessories: The price of an Accessory cannot be negative. If the price listed for an Accessory is €0.00, it is included with the Product as standard (free of charge). The price then applies to the Product and the Accessory together. If a separate price is listed for an Accessory, the Product can also be supplied without the Accessory.

7.5 Offers are furthermore subject to the following rules:

- a) Each Offer can offer a maximum of one type of Product.
- b) Offers must be written in Dutch or English.
- c) The Offer title and contents must not be misleading, inaccurate, or incorrect. An Offer must not contain discriminatory, pornographic, offensive, threatening or inflammatory content. Offer content must not contain political messages and third-party personal data or breach public order or public morals.
- d) It is not allowed to post an Offer with the intention to directly or indirectly promote a company.
- e) It is not allowed to use Images in an Offer that do not relate to the Product on offer.
- f) It is not allowed to post an Offer that is intended as clickbait for a certain website.
- g) Offers must state the country of origin and production location in a transparent and non-misleading manner.
- h) It is not allowed to include a disclaimer in the Offer regarding the authenticity of the Product offered in the Offer.
- i) Before offering Products on New Green Market, Sellers must make sure their Products are genuine and can indeed be traded.

7.6 New Green Market reserves the right to not post or to remove the Offer or certain information included in the Offer by the Seller if New Green Market deems the Offer or information in question to be **incorrect or misleading, or in conflict with these terms of use, or if New Green Market deems the Offer or information potentially **damaging** to the **good name** of New Green Market, the Platform, or third parties.**

8. THE USE OF IMAGES

- 8.1 The following provisions apply to the use of Seller Images on NGM relating to product information shown on NGM:
- a) The product information will always prevail. No rights can therefore be derived from Images shown in an Offer.
 - b) The Seller retains copyright on the Images. Images are made available to the User exclusively for the specific purpose outlined below.
 - c) The Buyer will include the above conditions in the agreement with its customer as a perpetual clause. NGM accepts no liability and can, in case of disputes between Users, only act as a mediator.
- 8.2 The specific use relates to the fact that the User can use the Images further on in the supply chain on the condition that:
- a) Images are not edited;
 - b) Images are used solely to inform direct customers of the Offer for which the purchase price is to be paid through NGM;
 - c) Images can only refer to the Offer posted by the User in question.

9. USER PROFILES - MATCHING PRINCIPLE

- 9.1 Every User with an Account creates a profile specifying with which other Buyers or Sellers they do and do not want to do business. Aside from that, every User will, by configuring its Account based on its own personal parameters, include or exclude other Users. Such trading preferences can be set separately for individual channels and therefore parties. It is the responsibility of a User that the User acts in compliance with the applicable competition legislation.
- 9.2 New Green Market only matches supply to demand, i.e. Offers and Buyers, to the extent that the User Profiles of the Offering Party and the Buying Party allow it, and to the extent that it is considered expedient for the business relationship by both parties.

10. CONCLUSION OF AGREEMENTS

- 10.1 Platform Users expressly acknowledge that the Platform is a transaction platform that only serves an intermediary purpose, and that NGM will never be a party to any Agreement entered into through the Platform.
- 10.2 A User with an Account posts its Offer on the Platform at its own expense and risk, and always with due regard for the provisions of these Terms of Use, including specifically the requirements that Article 7 sets for Offers.
- 10.3 As long as an Offer has not been accepted as per the Terms of Use, it is entirely without obligations, and can be revoked and/or changed by the User who posted it. Other Users can never derive rights from an Offer.
- 10.4 A Buyer who is logged on to the Platform can accept an Offer by clicking the electronic "Buy" button. By clicking the "Buy" button, the User in question accepts the Offer in question and an Agreement is entered into between the Seller who posted the Offer and the Buyer who

accepted the Offer.

- 10.5 When an Agreement is entered into, the Platform will generate an electronic Confirmation Message, which will be emailed immediately and directly to the Buyer and the Seller, and update both ERP systems through a Software Interface. Apparent errors or omissions in the Offer shall not be binding on the Seller.
- 10.6 Under the Agreement, the parties exclude the right to dissolve the Agreement or annul the Agreement on account of vitiated consent.
- 10.7 The Transaction Price offered is exclusive of the usual commission costs, VBN packaging, box, horticulture product board levy, VAT, possible statutory taxes or levies, shipping costs, and brokerage fee.
- 10.8 The Transaction Price is inclusive of possible Accessories, such as packaging other than VBN packaging, unless Accessories are priced separately in the Offer information.

11. PERFORMANCE OF THE AGREEMENT

- 11.1 The Buyer and Seller are mutually held to fulfil the obligations ensuing from the Agreement. The obligations are outlined in this Article 11.
- 11.2 The Buyer is under an obligation towards the Seller to pay the Purchase Price agreed in the Agreement. When it comes to the Purchase Price payable, there are two options.
 - a) Firstly, Buyer and Seller can use the payment methods facilitated by NGM, which is subject to the provisions of Article 13.
 - b) Secondly, the Buyer and Seller can agree on a different payment method for the Purchase Price.
- 11.3 The Seller is under an obligation towards the Buyer to deliver the Products from the Agreement, as agreed in the Agreement. When it comes to delivering the Products from the Offer, there are two options.
 - a) Firstly, Seller and Buyer can use the logistics services facilitated by NGM, which is subject to the provisions of Article 14.
 - b) Secondly, the Buyer and Seller can make their own Logistics arrangements for delivery of the Products.

12. WARRANTIES AND OBLIGATIONS

- 12.1 The Seller warrants to the Buyer that the Products comply with the Product specifications such as, including but not limited to, the Product code (VBN, Floricode) and quality specifications, and the statutory provisions and/or government requirements applicable in the respective countries of Purchase and Sale on the date of formation of the Agreement.
- 12.2 The Seller warrants that:
 - a) only Products will be offered that the Seller is legally authorised to sell;
 - b) the Products will always be delivered within the delivery term agreed on by the Seller and the Buyer.
 - c) the Products it offers are its property, the Products and the Offer are not misleading or

otherwise contravene applicable legislation or regulations, it is authorised to offer these Products for sale on the Platform and to dispose of them.

- d) the Offer on the Platform will comply with legislation and regulations of the respective countries of Purchase and Sale;
 - e) the Products offered by it and (Product) information issued by it do not violate any rights (such as, including but not limited to, IP Rights);
 - f) the Seller will not damage the reputation and/or image of New Green Market;
 - g) it acts in compliance with the guidelines and instructions of New Green Market with respect to installation and use of the Platform at all time.
- 12.3 The Seller shall indemnify and hold harmless New Green Market from any claim or demand made by a Buyer to New Green Market as a result of non-compliance with the warranties of this article or as a result of not complying with any other article of the NGM Terms of Use.
- 12.4 The Seller is not allowed to include advertising material other than promotional material for the Product itself in the delivery of Products to Buyers, or otherwise send commercial material to Buyers.

13. PAYMENT SERVICE FOR THE PURCHASE PRICE

- 13.1 NGM does not oblige Users to use its proprietary systems to process Purchase Price payments. NGM offers various payment options. NGM cannot be held liable for correct operation of these services, and payments made through these services are expressly not part of Agreements entered into on the Platform.

14. LOGISTICS

- 14.1 The Seller will take **due care** in sending Products and assessing service provision requests.
- 14.2 The **place of delivery** will be the address submitted by the Buyer to the Seller on the Platform.
- 14.3 The Seller will take care of delivery of the Products included in the Agreement to the Location and at the Delivery Time laid down in the Agreement, unless Buyer and Seller have agreed on a different delivery term. If there is a delay in the delivery or if only part of an order can be fulfilled, the Buyer will be notified by the Seller. The Buyer may in such cases be entitled to compensation.
- 14.4 The risk of Products being damaged and/or lost lies with the Seller up to the moment of delivery to the Buyer or with a representative appointed in advance and reported to the Seller, unless expressly agreed otherwise.

15. SUBSCRIPTION FEE AND BROKERAGE FEE

- 15.1 The Platform is a transaction platform operated and maintained by NGM. NGM charges the following fees for use of the Platform, which are payable by the User:
- a) The Subscription Fee per period
 - b) The Brokerage Fee per Agreement, payable by the Seller
- 15.2 For every period, the User will be required to pay the Subscription Fee to be able to post or accept Offers on the Platform. The following rules apply:
- a) The Subscription Fee is charged at the fixed rate specified on the NGM Fees List and payable for the entire period or part thereof.
 - b) The Subscription Fee will not be raised or reduced in step with increasing or decreasing use of the Account.
 - c) NGM reserves the right to amend the Subscription Fee at any time by publishing the new rate for the Subscription Fee on the NGM Fees List on the Platform website at least 30 days prior to the effective date of the new rate.
 - d) The holder of an Account can close its Account at any time without giving notice. When closing the Account, it will automatically remain active until the end of the (calendar) month and still be subject to the Subscription Fee for this period.
- 15.3 The Seller will be charged the Brokerage Fee for each Agreement entered into. The following rules apply:
- a) The Brokerage Fee is charged as a percentage, as listed on the applicable NGM Fees List, of the Purchase Price agreed on in the Agreement in question.

- b) The Purchase Price on which the Brokerage Fee from the NGM Fees List is calculated is called the Transaction Price, which is exclusive of VAT and includes all further amounts payable by the Buyer under the Agreement.
- c) The Brokerage Fee is irrevocably payable as soon as the Purchase Agreement is created. The Brokerage Fee will be payable regardless of whether and how the Buyer and Seller execute the Agreement.
- d) NGM reserves the right to amend the Brokerage Fee in any month as of the first day of any calendar month by publishing the new rate for the Brokerage Fee on the NGM Fees List on the Platform website at least 30 days prior to the effective date of the new rate.
- e) If the User of an Account fails to comply with a payment obligation towards New Green Market, either under these Terms of Use or otherwise, New Green Market will be authorised to suspend the Account in question until the payment obligation has been fulfilled.

16. SECURITY

- 16.1 Every User will take suitable technical and organisational measures to secure electronic data transfers and ensure a secure online environment.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 It is not allowed to post an Offer on the Platform that violates third-party IP Rights.
- 17.2 New Green Market will make sure they hold the required IP Rights to be allowed to make the NGM Database available to Platform Users.
- 17.3 The Seller will see to it that it holds the required IP Rights to all Product Information, including Sales Images used in Offers posted on the Platform.
- 17.4 Unless explicitly permitted under these Terms of Use, Users will not register a brand or domain name containing the "NGM" element, "newgreen.market" and/or "New Green Market" or a similar element or logo in their own name. Any use of IP Rights to "NGM", "newgreen.market" and/or "New Green Market" by Users is subject to the prior written consent of New Green Market.
- 17.5 All IP rights with respect to (all parts of) the Platform, including content and look and feel are and will remain with New Green Market.

18. PRIVACY & DATA OWNERSHIP

- 18.1 In the Privacy Policy of New Green Market (**Appendix 1**) it is explained how New Green Market handles personal data and how your privacy is protected when you use our Platform and/or related services.
- 18.2 The Seller will handle all Buyer Data in compliance with all applicable legislation and regulations (including but not limited to the EU General Data Protection Regulation)
- 18.3 New Green Market does not guarantee that (personal) data (submitted by Buyers) is correct.

19. LIABILITY

- 19.1 The User is fully responsible and liable for the use of the Account.

- 19.2 The User will indemnify New Green Market in full against all loss or damage and/or costs of any nature ensuing from non-compliance with one or multiple obligations under these Terms of Use.
- 19.3 The User agrees to fully comply with all applicable privacy legislation and regulations, such as the EU General Data Protection Regulation in its activities under this agreement, and to indemnify New Green Market against all related loss or damage and/or costs of any nature.
- 19.4 Except for cases of intent and/or gross negligence on the part of New Green Market, New Green Market can in no way be held liable for loss or damage and/or costs of any nature incurred by the User in relation to the use of the Platform, the Account, the Product Information, and/or the Products, such as - including but not limited to - loss or damage and costs resulting from improper functioning of the Platform, technical outages, incorrect Content Information, etc.
- 19.5 If the exclusion of liability as specified in Article 19.4 is declared fully or partially null and void by a competent court, the parties hereby agree that New Green Market will in such cases only be liable for the direct verifiable loss or damage/costs that were sustained/incurred (except for consequential/indirect loss or damage/costs) and such liability for loss or damage/costs will never exceed €500 (in words: five hundred euros) per year.

20. MISCELLANEOUS

- 20.1 The User will never present itself as an agent or representative acting on behalf of New Green Market and will in particular not make promises or enter into commitments for or on behalf of New Green Market. The User indemnifies New Green Market in full against all loss or damage and/or costs of any nature ensuing from non-compliance with this Article.
- 20.2 The User is not authorised to transfer (part of) its Usership to a third party, unless New Green Market has given prior written consent for such a transfer.
- 20.3 New Green Market reserves the right to amend these Terms of Use and the Website for Sellers at any time. Amended Terms of Use will take effect from the moment they are published on the NGM website. If a User continues to use its Account after publication of amended Terms of Use and/or the amended Website, the User accepts applicability of the amended Terms of Use and/or Website. It is therefore advisable to check the Terms of Use and the Website before using the Account. In the event that a Seller cannot accept the amended Terms of Use and/or Website, the Seller will be authorised to close its Account.
- 20.4 If any of the provisions from these Terms of Use turn out to contravene applicable law, the provision in question will be amended in a way that brings it into line with applicable law, as much as possible while adhering to the intention of the original provision.
- 20.5 The Seller accepts that New Green Market will keep it informed by email, on the email address that New Green Market has on record for the Seller, of the use and features of the Platform and/or the Account, such as, including but not limited to, the functioning and (possible new) (application) features of the Platform and/or the Account.

21. APPLICABLE LAW AND COMPETENT COURT

- 21.1 The Terms of Use and the Account are governed solely by Dutch law, and disputes will be submitted to the competent Dutch court in Utrecht.

22. DISPUTES

- 22.1 Any legal relationship relating to the Platform will be subject to Dutch law, including but not limited to:
- a) Agreements entered into between Seller and Buyer through the Platform.
 - b) Agreements entered into between a Platform User and NGM as specified in these Terms of Use and the Accounts of the Users.
 - c) Payments cleared by an external financial service provider
 - b) Logistics handled by an external logistic service provider

Appendix 1

Privacy Policy

Privacy Policy

New Green Market BV, hereinafter referred to as the **New Green Market**, greatly value the protection of your personal data. In this Privacy Policy, we want to provide understandable and transparent information about how we handle personal data.

We make every effort to ensure your privacy and therefore handle personal data with care. New Green Market adheres to all applicable laws and regulations, including the General Data Protection Regulation. This implies the following:

- The processing of your personal data will be in accordance with the purpose for which they were provided, these purposes and type of personal data are described in this Privacy Policy;
- The processing of your personal data is limited to only those data that are minimally required for the purposes for which they are processed;
- We will ask for your explicit consent if we need it for the processing of your personal data;
- We have taken appropriate technical and organisational measures to ensure the security of your personal data;
- We will not pass on personal data to other parties unless this is necessary for carrying out the purposes for which they were provided;
- We will be aware of your rights regarding your personal data, we will point them out to you and we will respect them.

As New Green Market we are responsible for the processing of your personal data. If, after reading our Privacy Policy, or in a more general sense, you have questions about this or wish to contact us, you can do this by using the contact details at the bottom of this document.

Processing of personal data of customers or suppliers

Personal data of customers or suppliers are processed by New Green Market for the following purpose(s):

- Administrative purposes;
- Communication about assignments and / or invitations;
- Implementing or issuing an assignment (chain management)

The foundation for the personal data is:

- The agreed assignment or contract;
- Digital consent.

For the above objective(s), New Green Market may request the following personal data from you:

- First Name;
- Insertion;
- Last name;
- Address;
- Residence;
- (Business) phone number;
- (Business) email address;
- Sex.

Your personal data will be stored by New Green Market for the above-mentioned processing (s) for the period:

- Longer than the duration of the agreement, this can be indefinitely or until the termination of the agreement. And then only in the financial administration for a maximum of 7 years.

Processing of personal data of newsletter subscribers

Personal data of newsletter subscribers are processed by New Green Market for the following objective (s):

- Informing the person by means of news.

The foundation for this personal information is:

- Digital consent through the registration form Newsletter;
- The newsletter subscribers who have been collected and saved before 25 May 2018 and the newsletter subscribers that subscribed after 25 May 2018.

For the above objective(s), New Green Market may request the following personal data from you:

- First Name;
- Insertion;
- Last name;
- E-mail address.

Your personal data will be stored by New Green Market for the above-mentioned processing(s) for the period:

- During the period that you are registered.

Processing personal data of prospects, stakeholders / lobby contacts and / or interested parties

Personal data of prospects, stakeholders / lobby contacts and / or interested parties are processed by New Green Market for one or more of the following objective(s):

- Provision of information through newsletters and / or targeted contacts;
- Sending of (or calling with) information about the organisation and / or products / services;
- Digital sending of (or approaching with) information about the organisation and / or products / services.

The foundation for this personal information is:

- Oral permission, issuing a business card and / or via a link on LinkedIn;
- Digital permission beforehand, e.g. when requesting information or registering for a newsletter.

For the above objective(s), New Green Market may request the following personal data from you:

- First Name;
- Insertion;
- Last name;
- Address;
- Residence;
- (Business) phone number;
- (Business) email address;
- Sex.

Your personal data will be stored by New Green Market for the above-mentioned processing(s) for the period:

- During the period that one is seen as a prospect, stakeholder / lobby contacts and / or interested party.

Provision to third parties

We may provide the information you give to us to third parties if this is necessary for the execution of the above-described purposes.

For example, we use a third party for:

- The delivery of newsletters and / or invitations;
- Handling the financial administration;
- Processing payments;
- Logistics services;
- Completing orders placed through the New Green Market Platform.

We never pass on personal data to other parties with whom we have not entered into a processor agreement when required by law. With these parties (processors), we will of course make the necessary arrangements to ensure the security of your personal data. Furthermore, we will not pass on the information provided by you to other parties, unless this is legally required and permitted. An example of this is that the police request us (personal) data in the context of an investigation. In such a case we must cooperate and are therefore obliged to provide this information. We may also share personal data with third parties if you give us permission in writing.

Within the EU / EEA

We provide personal data to parties within the European Economic Area (EEA), or in countries, sector(s) and / or region(s) of countries for which the European Commission has adopted an adequacy decision. With such a decision, the European Commission determines whether the country in question offers an adequate level of data protection.

There is also an adequacy decision for the United States, but only insofar as the receiving party has committed itself to adhering to the principles as laid down in this decision, also known as the [Privacy Shield](#).

All countries with an adequacy decision can be found on the [website of the European Commission](#).

Minors

We only process personal data of minors (persons younger than 16 years) if written permission has been given by the parent, caregiver or legal representative.

Retention period

New Green Market does not store personal data longer than necessary for the purpose for which it was provided or required by law.

Security

We have taken appropriate technical and organisational measures to protect your personal data against unlawful processing. We have for example taken the following measures:

- All persons who are able to access your data on behalf of New Green Market are obliged to maintain their confidentiality;
- We use a username and a complex password policy on our systems;
- We make backups in order to be able to repair these in case of physical or technical incidents;
- We regularly test and evaluate our measures;
- Our employees have been informed about the importance of the protection of personal data.

Rights concerning your data

You have the right to inspect, rectify or delete the personal data we have received from you. You can also object to the processing of your personal data (or a part thereof) by us or by one of our processors. You also have the right to let us transfer the by provided data to yourself or, by order of you, directly to another party. We can ask you to identify yourself before we can comply with the aforementioned requests.



New Green Market Terms of Use, Version of May 2018

May we process your personal data on the basis of a permission given by you, you will always have the right to withdraw this authorisation.

Complaints

If you have a complaint about the processing of your personal data, we ask you to contact us directly. It will be our aim to come to a solution together. You always have the right to file a complaint with the Dutch Data Protection Authority, this is the supervisory authority in the field of privacy protection.

Ask

If you have any questions or comments about our Privacy Statement please contact us.

Contact details

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