

**JOINT CONTROLLER AGREEMENT**  
Dated 16 July 2019  
as lastly amended and restated on 9 October 2020

between

**VAN LANSCHOT KEMPEN WEALTH MANAGEMENT N.V.**  
as Transferor and Servicer

and

**VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND  
COMPANY 2 B.V.**  
as CBC

and

**STICHTING SECURITY TRUSTEE CONDITIONAL PASS-THROUGH  
COVERED BOND COMPANY 2**  
as Security Trustee

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**THIS JOINT CONTROLLER AGREEMENT** is dated 16 July 2019 as lastly amended and restated on 9 October 2020 and made between:

1. **VAN LANSCHOT KEMPEN WEALTH MANAGEMENT N.V.** (previously named Van Lanschot N.V.), a public company with limited liability (*naamloze vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands, and established in 's-Hertogenbosch, the Netherlands;
2. **VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2 B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands; and
3. **STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2**, a foundation (*stichting*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands.

**WHEREAS:**

- A. The Transferor has on 16 July 2019 entered into a second covered bond programme pursuant to which the Issuer will issue Covered Bonds from time to time (the "**Programme**") separate from the covered bond programme entered into on 2 March 2015.
- B. As part of the Programme, the Servicer, the Security Trustee and the CBC have, among others, entered into the Servicing Agreement.
- C. The Transferor qualifies as a Controller under the General Data Protection Regulation. Following an Issuer Event of Default, the Servicer, the CBC and the Security Trustee qualify as Controllers under the General Data Protection Regulation.
- D. The parties wish to make the contractual arrangements to the extent required by article 26 of the General Data Protection Regulation and related legislation.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In this Agreement (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meaning as defined or construed in the master definitions agreement dated the date hereof and signed by, amongst others, the Transferor, the Servicer, the Security Trustee and the CBC, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**").
- 1.2 The rules of usage and of interpretation as set forth in the Master Definitions Agreement shall apply to this Agreement, unless otherwise provided herein.
- 1.3 In this Agreement (including its recitals), except so far as the context otherwise requires:
- a. capitalised terms used herein and not otherwise defined herein or in the Master Definitions Agreement, shall have the same meaning as defined or construed in the General Data Protection Regulation;
  - b. "**Personal Data**" means the personal data of Borrowers necessary to perform obligations under the Servicing Agreement, including names, addresses and other contact details of Borrowers and necessary information on their Mortgage Loans and Mortgages; and
  - c. "**Personal Data Breach**" means any incident resulting in (potential) accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the encrypted Personal Data which have been sent, stored or otherwise processed.
- 1.4 The expression "**Agreement**" shall herein mean this Joint Controller Agreement including its annexes.
- 1.5 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is

concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law.

## **2. SUBJECT OF THIS AGREEMENT**

2.1 This Agreement contains the arrangements between the parties in respect of the Processing of the Personal Data in their capacity as possible joint Controllers under the Servicing Agreement.

2.2 Each party will comply with its respective obligations under the General Data Protection Regulation associated with the performance of its obligations under the Servicing Agreement.

2.3 The Servicer shall process the Personal Data only as required to carry out the Servicing Agreement in accordance with its terms and conditions.

2.4 The Servicer shall not transfer, provide access or otherwise make available to any third party the Personal Data or instruct any Processors of the Personal Data other than in accordance with the Servicing Agreement or with the prior written consent of the CBC and the Security Trustee.

2.5 The parties will fully cooperate with each other to enable compliance with their respective obligations under this Agreement and, to the extent applicable, as a Controller under the General Data Protection Regulation, more in particular the obligations in relation to the security of Personal Data, the concluding of agreements with Processors and issuing instructions on the basis thereof, Data Subjects rights, Data Breach notification duties, obligations in relation to Privacy Impact Assessments and prior consultation and/or requests of a competent governmental authority.

## **3. INFORMATION AND RIGHTS OF DATA SUBJECTS**

3.1 If upon the occurrence of an Assignment Notification Event, the Borrowers are to be sent a notification letter as referred to in the Guarantee Support Agreement, then the parties to this Agreement will also inform the Borrowers about the processing of Borrowers' Personal Data and the essence of the arrangements laid down in the Servicing

Agreement and this Agreement by way of a privacy statement in accordance with articles 13 and 14 of the General Data Protection Regulation and substantially in the form attached as Schedule 5 to the Guarantee Support Agreement, to be published on a website to be designated by the Servicer and to be referred to in such notification letter.

- 3.2 To enable Data Subjects to exercise their rights, the Servicer will provide a point of contact and an e-mail address which will be mentioned in the privacy statement referred to in Clause 3.1.

#### **4. REPORTING OF DATA BREACHES**

- 4.1 As soon as a party detects a Personal Data Breach or reasonably suspects that a Personal Data Breach has occurred or could occur, such party shall immediately, in any case within forty-eight (48) hours after detection or suspicion of a Personal Data Breach, notify the contact person of each of the other parties referred to in the Schedule. The party who has detected or suspects a Personal Data Breach will provide all reasonably necessary or requested information, documentation and assistance, enabling the other parties to (i) notify, if applicable, the (possibly) affected Data Subjects and/or the competent governmental authorities in a timely manner and (ii) prove compliance with their data breach notification duties in accordance with the General Data Protection Regulation.
- 4.2 A Personal Data Breach includes the situation that the CBC or the Security Trustee has or may have access to the Personal Data before the Personal Data have been released by the Agent (as defined in the Deposit Agreement) to either the CBC and/or the Security Trustee in line with the Servicing Agreement and the Deposit Agreement.

#### **5. TERMINATION**

- 5.1 This Agreement shall terminate upon termination of the Servicing Agreement.
- 5.2 If at any time this Agreement or any other Transaction Document entered into by any of the parties to this Agreement and the arrangements laid down herein and therein need to be modified as a result of the General Data Protection Regulation, the Implementation Act GDPR or any other applicable data protection act or regulation, the parties will cooperate

with and agree to any such modifications in order to enable the other parties to comply with any requirements applicable them under the General Data Protection Regulation, the Implementation Act GDPR or such other applicable data protection act or regulation.

#### **6. NO DISSOLUTION, NO NULLIFICATION**

To the extent permitted by law, the parties hereby waive their rights pursuant to articles 6:265 to 6:272 inclusive of the Netherlands Civil Code to dissolve (*ontbinden*), or demand in legal proceedings the dissolution (*ontbinding*) of, this Agreement. Furthermore, to the extent permitted by law, the parties hereby waive their rights under article 6:228 of the Netherlands Civil Code to nullify (*vernietigen*), or demand in legal proceedings the nullification (*vernietiging*) of, this Agreement on the ground of error (*dwaling*).

#### **7. GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in accordance with Dutch law. Any disputes arising out of or in connection with this Agreement including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of competent courts in Amsterdam, the Netherlands.

**THIS AGREEMENT HAS BEEN LASTLY AMENDED AND RESTATED BY THE PARTIES HERETO PURSUANT TO THE DEED OF AMENDMENT DATED 9 OCTOBER 2020 AND WHICH DEED OF AMENDMENT HAS BEEN SIGNED BY THE PARTIES HERETO.**

**VAN LANSCHOT KEMPEN WEALTH MANAGEMENT N.V.**

**VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2 B.V.**

**STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2**



**SCHEDULE**

**Contact and backups:**

Van Lanschot Kempen Wealth Management N.V.:

[REDACTED] with a copy to:

[REDACTED]

and

[REDACTED]

Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V.:

[REDACTED]

Stichting Security Trustee Conditional Pass-Through Covered Bond Company 2:

[REDACTED]