

Terms and Conditions

Alkmaar, January 13, 2022

These IB Terms and Conditions are between user of IB or the entity represented ("**Customer**") and IB (ImpactBuying) B.V., Toermalijnstraat 18 B, 1812 RL Alkmaar ("**IB**").

1. DEFINITIONS

- a. "**Agreement**" means, collectively, the Data Processing Agreement, the Privacy Policy and these Terms.
- b. "**Advisory, Training and Consulting Services**" means the advisory and/or consulting services in relation to any other part(s) of the Services, including but not limited to the sale and delivery of IB Insights;
- c. "**Customer Data**" means any and all supply and product chain compliance and sustainability data and/or other information related to Customer's business, as stored and processed from time to time on the Platform in the course of Customer's use of the Services;
- d. "**Data Processing Agreement**" means the data protection agreement (controller-controller and controller-processor) between IB and Customer.
- e. "**Data Services**" means value-added data processing and assurance services in relation to the Customer Data, including verification and validation of Customer Data;
- f. "**Fees**" means the one-off and periodic fee(s) due for the Services.
- g. "**Instructions**" means any and all instructions forwarded by IB to Customer from time to time relating to Customer's access to and use of the Platform and the Services, including but not limited to minimum technical requirements for being able to access and use the Services.
- h. "**Methodology**" means the description of provided Data Services, including scope, applicability, procedures and other details.
- i. "**SaaS Service**" means providing the Customer with remote access to the Platform through the internet or another data communications network, including storage and database management services in relation to the Customer Data as well as support services;
- j. "**Services**" means any and all services made available and/or provided by IB to Customer pursuant to the Agreement, including, but not limited to, the SaaS Service, the Data Services and/or the Advisory, Training and Consulting Services;
- k. "**Platform**" means IB's controlled platform (including, but not limited to, dashboard functionality, modules, data input templates, connectors and interfaces to third-party databases) for supply and product chain mapping and data sharing by producers, traders and large retailers, which provides Customer a single point of control to gather, verify, validate and manage its supply and product chain compliance and sustainability data and share such data with third parties;
- l. "**Insights**" means any and all aggregated (market) reporting developed by IB by analyzing its customer's supply and product chain compliance and sustainability data and information that IB processes in the course of its customers' use of the Services;
- m. "**SLA**" means the service level agreement between IB and Customer concerning the Services
- n. "**Terms**" means these IB terms and conditions.

2. APPLICABILITY OF THESE TERMS

- a. These Terms apply to all Agreements between IB and Customer, including Customer's use of the Services.

- b. The applicability of any other (general) terms and conditions as referenced or used by Customer from time to time, is hereby explicitly rejected.
- c. IB may, from time to time, unilaterally amend the provisions of the Agreement, including but not limited to these Terms and the Fees due for use of the Services. Furthermore, Customer's access to and use of the Services may be subject to additional terms and conditions as further disclosed by IB to Customer from time to time. IB shall use reasonable endeavours to advise Customer on such events timely in advance. Customer is deemed to have accepted such future changes respectively the applicability of such additional terms and conditions. When the respective changes and/or additional terms and conditions materially and negatively affect Customer's use of the Services, Customer is entitled to terminate the Agreement up until thirty (30) days after the changes respectively additional terms (have) become applicable.
- d. IB can offer a separate Service Contract with one or more addendums.
- e. If there is a conflict or inconsistency between any of the documents, these documents will be interpreted with the following order of priority: (1) these Terms; (2) the Data Processing Agreement; (3) the Privacy Policy and (4) a Separate Contract.

3. TERM

- a. The Agreement is effective as of the date when Customer confirms its consent to the Terms and Conditions through the Platform.
- b. The Agreement is entered into for an initial term of twelve (12) months
- c. Upon expiry of this initial term, the Agreement shall automatically renew for an additional term of twelve (12) months or any other period as agreed between parties, unless terminated by either party with at least three (3) months' prior written notice.

4. SERVICES / CUSTOMER DATA / IB INSIGHTS

- a. IB shall provide the Services to Customer as described in the Services Methodology and Service Level Agreement. More information on the Services can be found on the website of IB: www.impactbuying.com
- b. All Services shall be produced in good faith on the basis of information provided by the Customer and otherwise generally available. The Services are provided at the Customer's request and the Customer accepts that it is responsible for verifying that the Services are suitable for its own needs
- c. IB shall partner with Customer and their other software vendors and service providers to get a working end-to-end solution for data exchanges between the Platform and the software solutions and/or IT system(s) of those software vendors and/or service providers. Any transactional s or costs that the Customer's other software vendors and/or service providers may charge to Customer for such data exchanges will be for the account of Customer. Any costs or investments that Customer makes as part of its access to and use of the Platform and the Services will also be for the account of Customer. IB shall not indemnify or otherwise compensate Customer for any and all of these or other costs and investments.

- d. IB shall only use the Customer Data that it processes in the course of Customer's use of the Services to the extent necessary for providing the Services. Such use includes the sharing of the Customer Data with third parties to the extent explicitly requested and/or permitted by Customer.
- e. Notwithstanding anything to the contrary in the Agreement, IB shall be entitled to analyze the Customer Data that it processes in the course of Customer's use of the Services, irrespective in which form and whether or not enriched through verification and/or validation by IB as part of the Data Solutions, for IB's own business purposes. IB shall be free during and after the term of the Agreement to use any data and information derived therefrom to further develop and improve the Platform and Services, and/or to develop IB Insights.

5. FEES AND PAYMENT

- a. The availability and provision of the Services are subject to timely payment by Customer of the Fees due and agreed by accepting these Terms and Conditions. A current overview of the applicable Fees for the Services, whether contracted or not can be found within the Platform or in other documents shared with Customer.
- b. All Fees are exclusive of VAT and other levies imposed by the government. All Fees stated by IB are in euros (€) and Customer shall make all payments in euros.
- c. Travel costs are included in the Fees up to a maximum of 2 hours of travel a day. All other travel-related costs, such as additional travel time, parking costs and accommodation costs, including all international travel and accommodation costs, are not included in the Fees and – subject to prior approval by Customer – will be charged to Customer based on actual costs incurred.
- d. All Fees for the SaaS Service, whether fixed or based on certain thresholds, are due quarterly in advance. All Fees for the Data Services that are based on actual usage by Customer of the respective Data Solutions, are due monthly in arrears. All Fees for the Advisory, Training and Consulting Services based on actual usage of hours are due monthly in arrears.
- e. Customer shall pay the Fees due by direct debit, for which Customer shall provide the appropriate authorization, unless agreed differently. Direct debits will take place on a monthly and/or quarterly basis. If a direct debit is cancelled, reversed, or fails for any other reason, Customer must ensure that the Fees due are paid within 14 days of the due date at the latest.
- f. Each party shall be responsible for its own tax liabilities in their respective countries, and all payments pursuant to the Agreement shall be made without any deduction.
- g. If Customer fails to (timely) pay the Fees due by it in accordance with the provisions agreed for this purpose, IB shall send Customer a reminder. If the outstanding amounts are not fully paid within the period stated in the reminder, IB shall be entitled to suspend the Services and block access to and use of the Platform in full or in part without incurring any liability to Customer. At Customer's request, IB may lift such suspension and restriction upon full payment of the outstanding amounts.
- h. In the event the outstanding amounts are not fully paid within 30 days after a second reminder, Customer shall be in default by operation of law and Customer shall owe interest of 1.5% per month (or any part thereof). In addition, Customer shall compensate IB for all costs, expenses and (financial) losses incurred by IB, including but not limited to attorney's fees and collection costs, in relation to such late

payment. These costs, expenses and losses excluding official attorney's fees are deemed to be €40 for outstanding amounts up to and including €2.000 in total, and 10% of the outstanding amounts with a maximum of €500 for outstanding amounts of more than €2.000 in total.

- i. Complaints concerning Fees due must be submitted in writing to IB within ten (10) business days of the due date. After that period, complaints shall not be considered, and no complaints may be filed. Customer will not be entitled to suspend its payment obligations, if Customer has a complaint about the Platform and/or the Services, or if the Platform and/or the Services are temporarily unavailable.

6. CUSTOMER OBLIGATIONS

Customer:

- j. shall solely access and use the Platform and the Services in accordance with the Agreement and any Instructions provided by IB;
- k. will need to have adequate software and data communication facilities in place for connecting to and communicating with the Platform as further set out in the Instructions;
- l. is solely responsible for the adequate security of its systems and devices used to access and use the Platform and the Services, including but not limited to using an up-to-date internet browser and having in place up-to-date anti-virus software, anti-spyware software, firewall software, and any and all other relevant security tools generally used in the industry to ensure the security of its access to and use of the Platform and the Services;
- m. shall ensure that correct log-off procedures are followed when exiting or leaving the Platform or otherwise ending its access to the Services and shall not leave any system or device used for accessing the Platform unattended if such system or device is still logged on to the Platform;
- n. shall ensure that its use of the Platform and the Services shall at all times comply with applicable laws and regulations;
- o. is responsible for use of the Platform and the Services by its authorized staff as would Customer itself be using the Platform and the Services, regardless of whether or not there is a relationship of authority between Customer and its staff members;
- p. is solely responsible for all decisions made, actions taken (including any sharing of Customer Data with third parties through the Platform), and failures to act based on its use of the Services and any deliverables that are the result of such use (such as IB-verified and/or -validated Customer Data) and/or its use of the IB Insights, and Customer shall fully indemnify, defend and hold IB harmless for any and all third-party claims in this respect, including for all costs, damages, government fines and other monetary enforcement actions as a result thereof;
- q. shall promptly notify IB if it notices or suspects that IB is rendering the Services using incorrect assumptions on Customer's supply and product chain(s);
- r. shall ensure that it owns and/or is entitled to all right, title and interest in and to the Customer Data, and shall fully indemnify, defend and hold IB harmless for any and all third-party claims that IB's use of any Customer Data, irrespective in which form, infringes such third party's (intellectual property) rights, including for all costs, damages, government fines and other monetary enforcement actions as a result thereof;
- s. is responsible for making backups of or otherwise secure the continued availability of the Customer Data for its business;

- t. shall not, and shall not allow any third party to, use the Platform and/or the Services to, directly or indirectly, develop or improve a similar or competing platform or Service.

7. IB OBLIGATIONS

IB:

- a. shall provide the Services with due care and shall use commercially reasonable efforts to ensure that the Platform and the Services are available, but IB does not ensure that the Platform and the Services are available and uninterrupted at all times;
- b. shall develop and provide new and/or improved releases and/or versions (including any and all variations thereof) of the Platform and the Services in order to solve known issues, incorporate necessary security updates and implement new functionalities, and shall provide Customer with technical support upon;
- c. may continue to provide the Services using a new or amended version of the Platform, may stop providing any features or functionalities of the Platform without prior notice to Customer, and is not obliged to maintain, change or add certain features or functionalities of the Platform or the Services specifically for Customer;
- d. shall implement appropriate technical and organizational measures to ensure a level of security of the Platform and the Services appropriate to the risk of unauthorized access to and/or use of the Platform and/or the Services, including any unauthorized access to and/or use of Customer Data as a result thereof, all without prejudice to Customer's compliance with the system requirements and security obligations as set out in clause 6;
- e. shall only share Customer Data with specified third parties upon Customer's explicit request or permission;
- f. may (temporarily) suspend access to the Platform and/or the Services in full or in part without liability: (a) for the purpose of carrying out scheduled or emergency maintenance, in which event IB shall not suspend access for longer than necessary and shall arrange for this to take place outside of Customer's regular office hours on business days where possible and, according to the circumstances, upon advance notice to Customer; (b) if IB reasonably believes that Customer has acted in breach of the Agreement; (c) if Customer doesn't cooperate with IB's reasonable investigation of any suspected breach by Customer of the Agreement; (d) if IB reasonably believes that the Platform and/or the Services have been accessed or manipulated by a third party without Customer's consent; (e) if IB reasonably believes that suspension of Customer's access to the Platform and/or the Services is necessary to protect the Platform and/or the Services or IB's other customers; or (f) if suspension is required by applicable law or regulation, by court order or by order of a competent supervisory authority.

8. CONFIDENTIALITY / DATA PROTECTION

- a. Each party shall ensure that any and all data and information it receives from the other party, including – without limitation – the Customer Data and the contents of any provision of the Agreement, is kept confidential and shall not be disclosed to any third party without the other party's prior consent. This duty of confidentiality shall not apply if and insofar as the respective party is required to provide the data or information concerned to a third party in accordance with a court decision or a statutory requirement, however,

in such circumstance, the respective party shall, to the extent reasonably feasible and permissible: (a) give the disclosing party prompt notice of the receiving party's receipt or knowledge of such required disclosure; and (b) provide the disclosing party a reasonable opportunity to oppose such process or to obtain a protective order at the disclosing Party's expense.

- b. Each party shall destroy any copies of the (confidential) data and information it receives from the other party, including the Customer Data, upon first written request of the other party and anyway upon termination of this Agreement, unless such party is subject to a statutory obligation to retain such data and information.
- c. Each party shall ensure that its personnel complies with the provisions of this clause.
- d. If and to the extent personal data is processed in connection with the Platform and/or the Services, IB and Customer, respectively, shall process any and all such personal data, irrespective in which form, in accordance with the provisions set out in the Data Protection Agreement.

9. INTELLECTUAL PROPERTY & LICENSE RIGHTS

- a. All intellectual property rights and similar rights to the Platform, the Services and the IB Insights shall remain exclusively vested in IB and/or its licensors.
- b. Subject to the terms and conditions of the Agreement and subject to full payment of the Fees due, IB grants Customer for the term of this Agreement a non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and the Services only for purpose of Customer's own business operations, including for gathering, verifying, validating, and managing its Customer Data and sharing such Customer Data with third parties. Any further use of the Platform and/or the Services is solely permitted if expressly agreed upon in writing by IB.
- c. Subject to the terms and conditions of the Agreement and subject to full payment of the Fees due, IB grants Customer a perpetual, non-exclusive, non-transferable, non-sublicensable license to use the IB Insights only for purpose of Customer's own business operations. Any further use of the IB Insights is solely permitted if expressly agreed upon in writing by IB.
- d. This licenses under clauses 8(b) and 8(c) includes the right for Customer to allow its authorized personnel to use the Platform and the Services, respectively the IB Insights, for Customer's own business purposes.
- f. All intellectual property rights and similar rights to the Customer Data shall remain exclusively vested in Customer and/or its licensors. Customer grants IB for the term of this Agreement a non-exclusive, non-transferable, non-sublicensable license to use the Customer Data: (i) to the extent necessary for providing the Services to Customer, including sharing the Customer Data with third parties to the extent explicitly requested and/or permitted by Customer; and (ii) notwithstanding anything to the contrary in the Agreement, to analyze the Customer Data, for IB's own business purposes, including to further develop and improve the Platform and Data Solutions, and to develop IB Insights. Any further use of the Customer Data is solely permitted if expressly agreed upon in writing by Customer.
- g. The license under clause 9(f) includes the right for IB during and after the term of the Agreement to use any data and information derived therefrom in an anonymized manner that ensures the data cannot be traced back to Customer, such to further develop and improve the Platform and Data Solutions, and to develop IB Insights.

- e. Customer agrees not to (i) copy, modify, or reverse engineer the Platform and/or the Services; (ii) design or make derivative works based upon the IB Platform and/or the Services; (iii) make the Platform, the Services and/or the IB Insights available to any third party; nor (iv) otherwise commercially exploit the Platform, the Services and/or the IB Insights in any way.
- f. IB is permitted to install technical provisions for the purpose of protecting the Platform and the Services in relation to an agreed restriction of the right to make use thereof. Customer shall under no circumstances be permitted to circumvent such technical provisions or to arrange for this to be carried out.
- g. IB shall indemnify Customer for any and all third-party claims alleging that the Platform, the Services and/or the IB Insights infringe the intellectual property rights or any other right of such third party, provided Customer notifies IB of any such claim as soon as Customer becomes aware thereof, allows IB to control the defense of such claim and timely provides all cooperation and information as reasonably requested by IB in this respect.
- h. The trade names, brands and logos (or signs similar thereto) of IB and/or its licensors, which appear on or in the Platform, the Services and/or the IB Insights, are the exclusive property of IB and/or its licensors, and Customer is not permitted to use any of those trade names, brands and logos without IB's prior written consent. The trade names, brands and logos (or signs similar thereto) of Customer are the exclusive property of Customer and IB is not permitted to use any of those trade names, brands and logos without Customer's prior written consent.
- i. Notwithstanding clause 9(h), IB will be entitled to use the Customer logo for external marketing communication purposes, including for a mutually agreed press release.

10. LIABILITY

- a. Any failure by IB to ensure availability, performance and/or quality of (any part of) the Platform and/or the Services does not constitute a breach of this Agreement and IB will not be liable, whether asserted on the basis of the Agreement or otherwise (e.g. on the basis of tort), for any loss and/or damage resulting from Customer's use of or inability to use (any part of) the Platform and/or the Services, including any loss and/or damage caused by any incorrectness or incompleteness of the IB Insights respectively the Customer Data as enriched through verification and/or validation by IB as part of the Data Solutions.
- b. Without prejudice to clause 10(a), IB's aggregate liability to Customer for proven direct damages as a result of imputably failing to perform (any part of) the Agreement, whether asserted on the basis of the Agreement or otherwise (e.g. on the basis of tort), shall be limited per contract year to an amount equal to 50% of the total Fees paid and due by Customer to IB for the immediately preceding contract year with a maximum of €50.000 (fifty thousand euros). In the first contract year, IB's aggregate liability to Customer for direct damages shall be limited to 6 times the total Fees paid and due by Customer to IB for the first contract month (calculated pro rata where necessary) with a maximum of € 50.000 (fifty thousand euros).
- c. In no event will IB be liable, whether asserted on the basis of the Agreement or otherwise (e.g. on the basis of tort), for any indirect or consequential loss or damage, damage to reputation, costs of procuring an equivalent service or product, loss of profit, business, business opportunity,

anticipated savings, data, customers and contracts, nor for any third-party claims, all regardless whether or not such loss or damage was foreseeable and whether or not IB has been advised of the possibility of such loss or damage. Similarly, IB will not be liable for any loss and/or damage resulting from the use of electronic means of communication, including, but not limited to, loss or damage resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

- d. Neither party can invoke any limitation or exclusion of liability in case of intent or deliberate recklessness of senior management of such party.

11. FORCE MAJEURE

- a. Neither party is obliged to meet any obligation under the Agreement if it is prevented from doing so by circumstances beyond its control (force majeure). Circumstances beyond IB's control include, but are not limited to: (i) circumstances beyond the control of IB's suppliers; (ii) IB's failure to properly meet obligations that were contracted by IB on Customer's instructions; (iii) defects in goods, hardware, software or materials of third parties that IB uses on Customer's instructions; (iv) government measures or measures by supervisory authorities; (v) power failures; (vi) failures of the internet or other data communications networks; (vii) (cyber) crime or (cyber) vandalism; (viii) war or terrorism; and (ix) natural disasters.

12. TERMINATION

- a. Either party shall have the right, by giving written notice, to terminate this Agreement for breach, if the other party fails to meet its essential obligations under the Agreement and, in all cases after being served a written notice of default granting a 30-days' remedy period, fails to remedy its breach within that remedy period. Customer's payment obligations apply in all cases as essential obligations under the Agreement.
- b. In the event of a force majeure event as referred to in clause 10, the parties may not terminate the Agreement until a period of 60 days has elapsed since the start of the force majeure event.
- c. Either party shall have the right, by giving written notice, to terminate this Agreement immediately and without any further notice being required, if: (i) the other party goes into liquidation or in case there is a threat of a suspension of payments; (ii) the other party is granted a (temporary) moratorium on payment of its debts or has been declared bankrupt or has filed a petition for bankruptcy or a receiver is appointed; (iii) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; (iv) the other party ceases, or threatens to cease, to carry on business.
- d. If the Agreement is only terminated in relation to certain specific Services, such termination shall not automatically affect or terminate the Agreement in relation to the other Services, except for the Data Solutions without the SaaS Services cannot be provided.
- e. IB shall never be obliged to repay any amounts already received or pay an amount in compensation because of termination as referred to in this clause 11.
- f. Termination of this Agreement shall be without prejudice to the rights and liabilities of either party which may have

accrued on or at any time up to the date of termination, including the obligation for Customer to pay the Fees due for all Services up to the effective date of the termination.

- g. Without limitation, clauses 7 (Confidentiality / Data Protection), 8 (Intellectual Property & License Rights), 9 (Liability), and any other provision that by nature is intended to survive termination, shall survive termination of the Agreement.

13. MISCELLANEOUS

- a. Notices. All notices to IB must be sent to info@impactbuying.com
- b. Entire agreement. The Agreement contains the entire agreement between the parties with respect to the subject thereof and supersedes all previous agreements and understanding between the parties with respect thereto.
- c. Validity of electronic documents. Any electronic signature to a Service Contract or to any other agreement, document or record related to the Services (including any electronic symbol or process (i.e. the process of clicking an "I agree" button or ticking a box) attached to, or associated with, a Service Contract, adopted by a person with the intent to sign, authenticate or accept such Service Contract on behalf of Customer), as well as any contract formation or record-keeping related to the Service Contract and/or Services through electronic means, shall have the same legal validity, enforceability and admissibility and shall be equally binding as a manually executed handwritten signature respectively as the use of a paper-based contract formation and/or record-keeping system, such to the fullest extent permitted by applicable law. Parties hereby waive any objection to the contrary.
- d. Governing law. This Agreement is exclusively governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of law and the Convention on Contracts for the International Sale of Goods (CISG).
- e. Dispute resolution. Parties agree that any dispute should primarily be solved by discussions between the parties, in the following order: operational level, contract responsible level and board level. A dispute should be escalated to the next level if it remains unresolved after a period of two (2) weeks. The parties shall in a co-operative and responsible manner seek to solve any issue, taking into account the legitimate interests of the other party.
- f. Competent court. Only if disputes cannot be amicably resolved between the parties, either party shall be entitled to bring the dispute before the competent court of Amsterdam, the Netherlands.