2BHonest B.V.
Mussenstraat 9
1223 RB Hilversum
Chamber of Commerce
No.: 76729311

TERMS AND CONDITIONS

Article 1 Definitions

1. In these general terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise:
   - 2BHonest B.V.: The user of these terms and conditions. Further referred to as 2BHonest or the agency.
   - Client: The client of 2BHonest B.V.
   - Assignment: The present agreement between 2BHonest and the clients, in which, among other things, the services to be provided or the work to be performed.

Article 2 Applicability of general terms and conditions

1. These general conditions apply to all offers, services and assignments between 2BHonest and the client, respectively, their legal successors. Standard conditions of the client apply only if by 2BHonest, with written confirmation.
2. Amendments to these terms or the assignment are valid only if agreed upon in writing by authorized representatives of both parties.

Article 3 Realization of assignment

1. Quotations are based on information that has been provided by client to the agency up to the quotation date. Client assures that all information essential to the setting up and carrying out of the assignment has been provided to the agency.
2. The assignment is established according to the agreed rate after written acceptance by the client of the quotation issued by 2BHonest.
3. The agency has the right to engage third parties for the performance of the assignment.
4. The scope of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded for all services provided by 2BHonest.

Article 4 Rights and obligations 2BHonest

1. The agency will commit to carry out the assignment to the best of its knowledge and ability, in accordance with the requirements of proper professionalism and of applicable guidelines and standards in the field of sustainability and circularity.
2. The agency and client will regularly consult with each other about the state of affairs and the way in which the assignment is performed during the period in which it is carried out.
3. If upon the acceptance and performance of the assignment facts or circumstances present themselves that (could) negatively influence the progress of the assignment or the result, the agency and client will inform each other of this as soon as possible.
4. If information from client necessary for the performance of the assignment is not made available to the agency in time or in accordance with what has been agreed, or if client in any other way fails to meet its obligations, the agency has the right to suspend the performance of the agreement and charge resulting costs to client according to its usual rates.
5. The agency has the right to replace adviser(s) or employee(s) assigned by it in order to safeguard the continuity and the quality of the assignment.

Article 5 Rights and obligations of client

1. The client ensures that:
   a) the agency is given timely possession of all useful and necessary information, documents, and data that the agency needs for the performance of the agreement;
   b) the employees of client who are necessary for the performance of the agreement are sufficiently available.

2. Delays to the assignment resulting from not, not timely, or not properly making available desired information and leading to additional costs and/or additional fees for the agency, are to be paid by client.
3. Client will indemnify the agency against claims by third parties (including advisers and employees of the agency) who suffer damages related the performance of the assignment which is the result of actions or failure to act of client or of unsafe situations in their company or organisation.

Article 6 Modification of the (content of the) commission

1. If, in the context of the agreement, circumstances occur that were unforeseen at the start of the assignment, a solution will be looked for in mutual consultation and harmony, including, for instance, changing the (substance of the) initial assignment.
2. Client acknowledges and accepts that changes to (the substance of) the agreement (such as changing the scope, method, or approach) may affect the agreed schedule. If changes to (substance of the) agreement are the result of requests or actions of client or other circumstances that can be attributed to client, the agency is allowed to charge any additional work arising from this based on its usual rates or as an additional or separate assignment.

Article 7 Confidentiality

1. Both parties will ensure that information received from the other party of which they know or should know that they are confidential in nature are kept secret, unless a legal obligation imposes sharing of that information. The party receiving the confidential information will only use it for the purposes for which it was provided. Information is considered confidential in any case if it has been labelled as such by either of the parties. Client will, without prior written information from the agency, not communicate with third parties about the approach, method, and equipment of the agency.
2. It shall not be permitted to reproduce or make available to third parties the correspondence, project descriptions, advice, materials, reports, methodologies, models, systems, documentation, and other written documents (hereinafter: "Deliverables") drawn up or exchanged between the parties in the context of the assignment without the prior written consent of the other party. Third parties do not include group companies or subsidiaries affiliated with the client, provided that the client ensures that these parties are bound by confidentiality obligations that are at least equivalent to the obligations under this agreement.

Article 8 Duration and termination of the assignment

1. The assignment is accepted for the duration of it and will therefore end legally when the assignment has been completed.
2. Client acknowledges that the duration and the schedule of the assignment may be influenced by a variety of unforeseen factors, including but not limited to the quality of the information provided by the client in the context of the assignment and the (level of) availability and effort of client's employees who are involved with the assignment.
3. Parties both have the right to terminate the assignment early in writing, with a notice period of one (1) calendar month applying, if and insofar as one of them demonstrates that the performance of the originally agreed assignment and any supplemental assignments, is significantly hampered or made impossible for valid reasons, and completion of the assignment cannot be reasonably demanded.

Article 9 Fees and payment

1. After the conclusion of the agreement, the client shall owe the fee specified in the quotation, c.q. order confirmation is included.
2. Other work and services provided by the agency, unless otherwise agreed in writing, will be based on time spent and costs incurred to client.
3. The rates and cost estimates based thereon include administrative costs but not travel expenses (for which an amount of EUR 0.29 per team member per kilometer will be charged to the client), the costs associated with the use of large quantities of marketing materials and similar expenses.
4. All prices and rates are exclusive of sales tax (VAT) and other government levies.

5. The agency has the right, without prior written notice, to increase the rate agreed upon in the quotation on January 1 of each calendar year based on average index figures for CAO wages and price index figures of the CBS.
6. Complaints about an invoice, both with respect to the amount thereof and otherwise, should be submitted to 2BHonest in writing within fourteen days after the invoice date.
7. Failure to pay within the payment period will result in the client being in legal default from the next day, and the client will owe statutory interest on the invoice amount. If 2BHonest must take collection measures to collect outstanding invoices, then the client is also liable for extrajudicial costs.

Article 10 Intellectual property rights

1. All intellectual property rights in the Deliverables developed or made available by the agency in connection with the assignment are vested in the agency or its licensors, unless expressly agreed otherwise in writing.
2. The agency grants the client a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Deliverables provided solely internally and for the specifically agreed purpose of the assignment.
3. Without prior written permission from the agency, the client is not permitted to:

    a. Reproduce, disclose, or make available to third parties all or part of the Deliverables, except to the extent necessary for internal use by employees directly involved in the performance of the assignment.
    b. Use the Deliverables in the context of legal disputes or legal proceedings.

4. In case of violation of this article, the agency is entitled to revoke the granted right of use with immediate effect and to claim compensation for its damages, without prejudice to other rights due to the agency.

Article 11 Liability

1. The agency and the consultants and employees it engages shall only be liable for damage suffered by the client that is the direct result of an attributable failure in the performance of the assignment. Under no circumstances shall the agency and the consultants and employees it engages be liable for consequential damage, lost profits, lost savings, and reduced goodwill. The cumulative liability of the agency on any grounds shall in all cases be limited to the amount received by the agency from the client for its work on the assignment. If the assignment continues for more than six months, the cumulative liability referred to above shall be limited to an amount equal to the total amount received by the agency from the client in connection with the assignment in the last six months prior to the occurrence of the damage.
2. A condition for the emergence of any right to compensation shall always be that the client reports the damage to the agency in writing as soon as possible after its occurrence. Any claim for damages against the agency shall expire by the mere lapse of six (6) calendar months after the claim arises.
3. 2BHonest is not liable for indirect damages of the client, including consequential damages, lost profits, lost savings, and damage due to business stagnation.

Article 12 AVG and confidential information

1. Terms in the General Data Protection Regulation ("AVG") shall have the same meaning in this Article 12 as in the AVG.
2. The client shall provide the information required under the AVG about the processing of personal data in the context of the assignment to the data subject. The client shall do so within the applicable time period under the AVG.
3. Each of the parties shall inform the other without unreasonable delay as soon as they become aware of a breach in connection with personal data processed under the contract. The client and 2BHonest shall consult with each other prior to making any notifications thereof to regulators and data subjects.

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4. Each of the parties shall inform the other without unreasonable delay as soon as they become aware of an investigation by a supervisor in connection with personal data processed in the context of the assignment.
5. 2BHonest and the client will keep all confidential information about each other and relating to the assignment confidential.
6. The confidentiality obligations of paragraph 5 shall not apply to the extent disclosure is required by law or by a binding decision of a court or a public body.
7. 2BHonest will destroy all data referred to in this Article within one (1) month after termination of the assignment, except in the case of a legal retention obligation that provides for a longer period.
8. To the extent 2BHonest, in the context of the assignment, receives business information from the client o personal data, 2BHonest is not liable for direct or indirect damage suffered by the client as a result of loss of such data, for example, in case of a hack or unauthorized access otherwise. The client hereby indemnifies 2BHonest for any claims by third parties as well as any other damages suffered by 2BHonest in this context, including a (supposed) unlawful processing of personal data to the extent that 2BHonest received this personal data from the client or on behalf of the client.

Article 13 Final provisions

1. If either party is affected by a situation of force majeure within the meaning of Article 6:75 of the Dutch Civil Code, that party shall promptly notify the other party. The parties shall then consult with each other to seek a reasonable solution. If the force majeure situation continues for more than three (3) months, either party shall have the right to terminate the agreement by giving written notice. Any performance already rendered under the agreement shall be settled proportionately in the event of force majeure, without either party owing any further compensation to the other.

Article 14 Applicable Law and Jurisdiction

1. These General Terms and Conditions, as well as all assignments and agreements to which they apply, shall be governed exclusively by Dutch law.
2. All disputes arising out of or in connection with a legal relationship to which these General Terms and Conditions apply shall, in the first instance, be submitted exclusively to the competent court in the district of Almere.