

Rituals General ICT Purchase Conditions

Version 2017

Subject to change

Article 1 Definitions

The terms in these purchase conditions starting with a capital letter shall have the meaning as indicated below.

1.1 Acceptance: the written approval or test with which Rituals shall determine in writing whether the Services and/or Works meet the specifications and are functioning adequately in combination with the equipment and software of Rituals or third parties.

1.2 Agreement: any agreement established between Rituals and the Supplier regarding the Services and/or Works to be performed by or on behalf of the Supplier, including the annexes to the Agreement.

1.3 Changes: a change of the content, scope or the execution of the Services and/or Works, or of the conditions which the Services and/or Works must meet, such as. but not limited to, a change of Service Levels.

1.4 Confidential Information: information related to a Party to the Agreement and information that a Party indicates to be confidential or which, according to the nature of the information or under the circumstances in which the disclosure takes place, must be treated as confidential.

1.5 DAP [Dossier afspraken en procedures]: Agreements and Procedures File, which contains among other things the communication, the authorisation list and the parties (third parties) the Supplier and Rituals are working with. Changes to the DAP may only be agreed to in mutual consultation between Parties.

1.6 Data: all information processed with the use of the Services and/or Works, including Personal Information

1.7 Documentation: descriptions and manuals belonging to the Equipment, Services and/or Works.

1.8 Equipment: the hardware/ICT products to be delivered by the Supplier based on the Agreement, including the associated Documentation.

1.9 Exit Plan: the document in which the Supplier shall indicate the manner in which the Supplier shall ensure that a transfer to a different supplier can take place at the end of the Agreement.

1.10 Failure: any interruption and/or defect as a result of which the Services and/or Works are not in conformity or are not suitable for (the agreed) use.

1.11 Hard deadline: a deadline upon the exceedance of which the party to whom this deadline applies shall immediately be in default, meaning without notice.

1.12 Intellectual Property Rights: The complete worldwide (future) intellectual property rights and similar and/or associated rights in the broadest sense of the word, including specifically - but not exclusively - the (claims to the) copyrights, database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, model rights, neighbouring rights, and patent rights.

1.13 Party: all parties to the Agreement.

1.14 Personal Information: personal information as referred to in article 1 of the Privacy Act or art. 4 AVG [General Data Protection Regulation].

1.15 Project Plan: the document in which the Parties record a planning with regard to the Services and/or Works to be performed

1.16 Purchase Conditions: the current conditions.

1.17 Regulator: the Consumer & Market Authority (ACM) or the Personal Data Authority (AP), or any other authority which regulates or shall regulate, now or in the future, the manner in which the Parties meet the obligations based on the law.

1.18 Rituals: Rituals Cosmetics Enterprise B.V., located at Kalverstraat 73 in Amsterdam, and registered with the Chamber of Commerce under number 34136394.

1.19 Services: the work to be performed/services to be provided by the Supplier or by third parties engaged by the Supplier for Rituals based on the Agreement..

1.20 Service Level: the level of a quantifiable criterion to be achieved which may be used to measure the performances of the Supplier in connection with the Services and/or Works.

1.21 Supplier: Rituals' counterparty with the order(s) for the provision of Services and/or the performance of Works

1.22 User right: the right based on which Rituals is authorised to install and/or use the Works in accordance with the agreed use, including any and all temporary simplifications and publications

1.23 Working days: calendar days, unless otherwise agreed between parties.

1.24 Works: all products of the Services developed or provided by the Supplier or by third parties engaged by the Supplier for Rituals, including - but not limited to - Equipment, the software, source codes, interfaces, Documentation and implementation.

Article 2 Establishment of the Agreement and User Right

2.1 The offer cannot be deemed acceptable before the time that Rituals gives its written approval of the offer proposal. There can only be acceptance if the authorised signatory of Rituals has accepted the offer by means of signing.

2.2 In case of a conflict between the provisions in the Purchase Conditions, the following ranking order shall apply:

1. The Agreement;
2. The additional agreement
3. These Purchase Conditions;
4. Any Service Level Agreement which was concluded; and
5. Any annexes.

2.3 The Supplier shall grant Rituals a permanent User Right, unless only a User Right is agreed to for the duration of the Agreement, or, in case of customised software, the Intellectual Property Rights with the legible source code shall be transferred to Rituals in ownership as further determined in art. 12 Intellectual Property Rights of these Purchase Conditions.

Article 3 Planning and deadlines

3.1 The Parties shall prepare a planning with regard to the Services to be provided and Works to be performed. The Parties shall mutually agree to this planning in a Project Plan, which is part of the DAP, or is included as a chapter in the Agreement. All deadlines as laid down in the Project Plan are Hard Deadlines unless it has been agreed in writing that it concerns a best-efforts agreement

3.2 In the Project Plan, clearly described targets and measuring points are agreed to, so that the Parties may monitor the progress of the Services and/or Works to be performed. The Supplier shall proactively advise Rituals, and shall keep it informed of these measuring points. If the progress of the Services and/or Works is expected to be delayed, the Supplier shall immediately inform Rituals thereof, stating the cause and the consequences thereof. The Supplier shall also propose measures to prevent further delays.

3.3 Rituals shall inform the Supplier in writing whether Rituals agrees to these measures. Agreement does not mean that Rituals acknowledges the cause of the delay, and shall not affect any of Rituals' rights towards the Supplier.

3.4 Parties shall lay down further agreements in the Project Plan about the consequences of non-compliance with the deadlines from the planning.

Article 4 Security and Compliance

4.1 The Supplier guarantees that the Services and/or Works shall at all times comply with the applicable laws and regulations, including the privacy regulations.

4.2 If the Regulator imposes new requirements on Rituals or the Supplier and which impact the mutual execution of the Agreement, the Supplier shall reasonably cooperate with Rituals in order for Rituals to meet these requirements at all times.

4.3 The Supplier shall have a valid NEN-ISO/IEC 27001 "Management systems for information security" certificate, or the most recent version if NEN-ISO/IEC 27001 is outdated. The Supplier declares that it is aware that the standards are subject to change and shall ensure that its company remains up to date.

4.4 If the Supplier develops and/or delivers a web application, the Supplier declares that it complies with the security guidelines as laid down in the ICT Security Guidelines for web applications version 2015, or the most recent version if version 2015 is outdated.

4.5 Rituals is entitled to engage an independent third party in order to check these conditions and/or requirements (see also article 6). For this purpose, the Supplier shall fully cooperate with Rituals, or with a third party engaged by Rituals.

Article 5 Continuity

5.1 The Supplier shall ensure that in case of bankruptcy or another threat which could jeopardise the continuity of the Services and/or Works to be provided, the Services and/or Works shall be continued upon Rituals' request for a period of at least six months. In this case, Rituals shall have the right to terminate the Agreement at any time. If Rituals continues to use the Services and/or Works, it shall pay the Supplier, or the legal entity who continues the Services and/or Works, the regular compensation for the Services and/or Works. This in accordance with article 16 (Pricing, invoicing and payment). Rituals is permitted to offset amounts.

5.2 In addition to the previous paragraph, the Supplier shall take care of all measures, procedures, preparations or other activities which are necessary to guarantee the continuity of the Services and/or Works, including, but not limited to, the continuation of the User Right, the provision of a properly legible source code and Documentation, without having to pay any extra compensation.

5.3 The Supplier shall immediately inform Rituals in writing if its financial position worsens to the extent that, or if there are other reasons as a result of which business continuity or the continuity of the execution of the Services and/or Works is or shall be jeopardised. In this event, the Parties shall, as soon as possible and in good faith, discuss the consequences for the execution of the Services and/or Works and the possible solutions in order to safeguard the business continuity and the continuity of the service provision.

Article 6 Audit

6.1 Rituals has the right at any time during the term of the Agreement to review whether the Supplier complies with all its legal and contractual obligations, or if the quality of the services of the Supplier is of such level as may be expected from the Supplier.

6.2 Upon Rituals' request, the Supplier shall grant access to Rituals or to a third party engaged by Rituals to the administration of the Supplier and to all locations and other information which may be relevant in order to determine whether the Supplier is in compliance with the obligations based on the Agreement and the law. Rituals acknowledges that for the purpose of this article 6, it shall not engage a third party which could be qualified as a direct competitor of the Supplier for services similar to the Services. The Supplier shall reasonably cooperate in audit reviews.

6.3 If there is agreement between the Supplier and Rituals about a Failure (deviation) as observed in the audit, the Supplier shall immediately remediate this Failure or, if this is not possible, shall remediate the Failure within a reasonable period of time based on the urgency of the observed Failure.

6.4 If the Supplier hinders the performance of the audit review and/or does not immediately remediate an agreed Failure which was shown from such, or, if this is not possible, shall not remediate the Failure within a period of time which is reasonable based on the urgency of the observed Failure, the Supplier shall forfeit, without court intervention, an immediately payable penalty of €2,000.00 per day during the period the hindrance continues or the failure has not been remediated. All this without prejudice to all other rights of Rituals, including those of compliance and/or compensation of the damages it has incurred.

Article 7 Exit Plan

7.1 Before the signing of the Agreement, the Parties shall prepare an Exit Plan in mutual consultation. This Exit Plan shall be attached as annex to the Agreement. The Supplier shall fully cooperate with the implementation of this Exit Plan.

7.2 The Supplier shall ensure that this plan contains all activities which must be performed in order to enable Rituals or third parties engaged by Rituals to continue the Services and/or Works after the end of (a part of) the Agreement without interruption. This plan shall in any case include a full description of: (i) the tasks the Supplier shall take upon itself in connection with the transfer of the Services and/or Works and other information; (ii) the cooperation between the Supplier on the one hand and Rituals or a third party engaged by Rituals on the other hand; (iii) the electronic format in which the relevant information shall be provided (including configurations, Documentation and codes).

7.3 The Parties shall implement the Exit Plan in a timely manner before the Agreement expires, upon cancellation or upon dissolution of (part of) the Agreement.

7.4 Until the end date for the Services and/or Works, as determined in the Exit Plan, by any form of termination, the Supplier shall remain fully responsible for a full, timely, and correct execution of the Services and/or Works. Unless Rituals decides otherwise, the Parties agree that the Agreement only ends at the time the Exit Plan has been executed in full.

7.5 The Parties shall ensure that the Exit Plan is at all times suitable for immediate implementation. If it turns out that the Exit Plan is not up to date or the Supplier does not cooperate, and Rituals has immediately informed the Supplier thereof in writing and the Supplier does not immediately cooperate or does not remediate the observed Failures within a period of ten (10) Working Days, Rituals shall be permitted, insofar as reasonably possible, to engage a third party to fulfil the Exit Plan in accordance with the guarantee stated in this article 7 or to terminate the Agreement. The costs associated with the engagement of this third party shall be paid by the Supplier to Rituals.

7.6 The Supplier shall ensure that any agreement which the Supplier concludes during the term of the Agreement for or in connection with the Services and/or Works is transferable to Rituals. If the Exit Plan is implemented with

regard to the totality or part of the Services and/or Works, the Supplier shall fully cooperate with the transfer.

7.7 The Services and/or Works referred to in article 7 shall be performed free of charge if there is a failure on the part of the Supplier.

Article 8 Service Levels/Deployment of Personnel

8.1 If the Parties have concluded a Service Level Agreement (SLA), the Supplier shall realise the Service Levels agreed to in this SLA for every applicable time period.

8.2 The Supplier shall submit a report to Rituals in accordance with the applicable Service Levels after the end of each calendar month from which the actual performance of the Supplier over the completed calendar months shall be offset against the agreed Service Levels. The contents and setup of such report will enable Rituals to determine the accuracy thereof.

8.3 The Supplier shall at all times ensure that there will be enough available personnel. If persons who are in the employ of the Supplier are no longer available, for any reason whatsoever, the Supplier shall provide replacement personnel within 5 Working Days. If Rituals has an urgent interest, the Supplier shall take care of replacement personnel immediately.

8.4 The Supplier guarantees that it shall only use personnel which has the required skills and qualifications, taking into account the nature of the Services and/or Works to be provided and the manner in which the Supplier has presented itself as expert.

8.5 If Rituals has concluded the Agreement in view of the execution thereof by one or more specific persons, the Supplier shall ensure that those persons indeed are and continue to be tasked with the execution.

8.6 The Parties agree to an SLA with regard to the Services and/or Works. This SLA shall in any case include agreements with regard to:

- the availability of the Services and/or Works with an uptime of at least 99.8% on a monthly basis, excluding planned maintenance;
- the capacity of the Services and/or Works, whereby the scalability based on growth expected by Rituals must be taken into account;
- an adequate daily readable back-up function;
- maintenance and (problem/incident) management;
- release management; and
- reporting and consultation.

Article 9 Delivery of Equipment

9.1 The Equipment shall be delivered to the location(s), at the time and in the manner as determined in the Agreement or at a later time as agreed to in writing, for the account and risk of the Supplier. The delivery of the Equipment shall each time include a specification; this specification must show that the delivery corresponds with the relevant agreement. The signing of this written specification shall not affect the obligations of the Supplier under the Agreement.

9.2 The Supplier is responsible for adequate (if applicable in accordance with legal regulations and/or regulations which apply in the industry of the Supplier) packaging, transportation, unpacking, and security, in such a manner that the Equipment in case of normal transportation reaches the destination in good condition.

9.3 The ownership of the Equipment and thus the risk of loss or damage of the Equipment shall transfer to Rituals at the time the Supplier has actually delivered the Equipment to Rituals at the agreed location, Rituals has accepted the Equipment and has signed the proof of delivery.

9.4 The Supplier is obligated to immediately take back the packing materials after the delivery of the Equipment upon request of Rituals, unless Rituals would like to acquire the ownership of the packing material.

Article 10 Acceptance

10.1 All that which is delivered by the Supplier in the context of the Agreement may be subjected to Acceptance by Rituals. This Acceptance may take place before, during or within a reasonable period of time after the performance of the Services and/or the transfer of the Works. If Rituals rejects (the result of) a Service or Work in whole or in part, Rituals shall report this to the Supplier in writing after the observation of the Failure. The Supplier must repair or remediate the Failures observed by Rituals within 8 days after notification, unless otherwise agreed between the parties.

10.2 If the Equipment is rejected by Rituals in whole or in part, Rituals: (i) may return the Equipment at the expense of the Supplier to the Supplier, and any payments already made shall be reimbursed or credited by the Supplier to Rituals; (ii) may obligate the Supplier to repair or replace the Equipment at the expense of the Supplier so that it shall yet comply with the requirements, specifications or features of Rituals, this within 30 days after the notification by Rituals.

10.3 If the Supplier is in default with repairing the Equipment and/or Services and/or Works in a timely manner, Rituals has the right to have the Failures repaired by a third party for the account of the Supplier. If during the second Acceptance, Rituals observes Failures again, Rituals has the right without notification to dissolve the respective Agreement in whole or in part with immediate effect, without prejudice to the other rights which accrue to Rituals.

Article 11 Privacy

11.1 If Rituals provides Personal Information to the Supplier, and/or Personal Information is processed otherwise in the context of the service provision of the Supplier to Rituals, both Rituals and the Supplier shall fall under the Privacy Act (Wbp) or the General Data Protection Regulation (AVG) which replaces the Wbp. The Supplier guarantees that it shall at all times process the Personal Information as well as other Data diligently and appropriately, whereby it shall comply with the applicable Dutch, European and possible international applicable laws and regulations, including in any case the Wbp or AVG, respectively, and the Telecommunication Act, as well as - if applicable - the code of conduct indicated by Rituals.

11.2 Upon Rituals' first request, the Supplier shall cooperate with the conclusion of an agreement as referred to in art. 14(2) Wbp or, respectively, art. 28(2) AVG, and/or any other further agreement with regard to the processing of Personal Information and/or other Data, insofar as the Agreement does not already provide for this.

11.3 If requested, the Supplier shall immediately inform Rituals about the manner in which the Supplier implements its obligations based on the Wbp or AVG and/or other applicable (European and/or international) laws and regulations in the area of the protection of privacy of those involved.

11.4 The Supplier shall only process the Personal Information and/or Data it receives from [word missing] in the context of its service provision to Rituals for the performance of the services and in accordance with the order and instructions of Rituals, unless otherwise agreed between the Parties in writing. The Supplier shall under no circumstances process Personal Information and/or Data for its own purposes or disclose or provide such to third parties, unless otherwise agreed between the Parties in writing and subject to the applicable legal requirements.

11.5 The Supplier shall cooperate with the monitoring by or on behalf of Rituals of the processing and storage of the Personal Information and/or Data.

11.6 The Supplier shall only outsource the Services to a third party with prior written permission from Rituals. Conditions may be attached to this permission.

11.7 The Supplier is not permitted to process the Personal Information and/or Data provided or to be processed otherwise in the context of its service provision to Rituals as big data, unless otherwise agreed between the Parties in writing.

11.8 The Supplier shall ensure that any third parties involved in the execution of the service provision with regard to the processing of the Personal Information and/or Data shall be bound to the same obligations as those laid down in this Agreement or an agreement as referred to in art. 11.2, and shall monitor the compliance with such.

11.9 The Supplier guarantees that the Services, including - among other things, but not limited to - the processing actions with regard to the Personal Information and/or Data provided or to be processed otherwise in the context of its service provision to Rituals, are provided with a type of security, both technical and organisational, in accordance with the applicable legislation, and the Supplier shall at least meet a level which is reasonable given the state of the art, the sensitivity of the (personal) information and the costs associated with the security. With regard to the aforementioned, the OWASP Top 10 is considered the state of the art. The Supplier ensures that the security is effective under all circumstances, in any case in the sense that Personal Information is protected against destruction, loss, or any type of unlawful processing (such as unauthorised access, contamination, change or provision of Personal Information). The Supplier shall be responsible for maintaining protection measures, such as firewalls, anti-virus software and readable back-ups, during the Agreement and/or subsequent agreements.

11.10 The Supplier shall order its personnel which is involved in the execution of the work, insofar as this is performed at Rituals, to adhere to the security procedures and house rules indicated by Rituals. Rituals shall inform the Supplier about these procedures and rules in a timely manner

11.11 Rituals may subject personnel of the Supplier to a background check, in accordance with the general rules at Rituals. The Supplier shall fully cooperate with this review. Based on the results of such background check, Rituals may reject the deployment of the employee involved in the execution of the agreements, without statement of reasons. Rituals may ask that personnel of the Supplier submit certificates of conduct before the start of the work at Rituals.

11.12 The Supplier shall provide all cooperation and information requested by Rituals within a reasonable period of time to be determined by Rituals, which is necessary to meet a request of a person involved with regard to the processing of his or her Personal Information and/or Data, and or to meet a request of the supervising authorities in accordance with relevant statutory time periods. Upon Rituals' request, the Supplier shall provide all cooperation and information requested by Rituals which is necessary to verify whether the Supplier or a third party engaged by the Supplier meets the provisions in this Agreement, and if necessary shall grant Rituals or a third party designated for such purpose by Rituals access to its buildings and systems.

11.13 At the end of the service provision by the Supplier to Rituals, at the end of the Agreement between Rituals and the Supplier or immediately upon request by Rituals (in the interim), the Supplier upon Rituals' first request shall return and/or permanently destroy all Personal Information and/or Data it or a third party has in its possession in the context of the service provision to Rituals, such at the discretion of Rituals.

11.14 Each time upon Rituals' first request, the Supplier shall provide an electronic or written proof of destruction, such as referred to in the previous paragraph, of the Personal Information and/or Data. The Supplier shall also provide this proof to Rituals with regard to a third party it has engaged.

11.15 If the Supplier loses Data or Personal Information or there is a data leak or other infringement of the security of the Personal Information and/or Data or the privacy of those to whom the Personal Information relates, the Supplier shall immediately inform Rituals thereof in writing. If this loss/data leak can be attributed to the non-compliance of the Supplier with the Agreement or the imposed security requirements, the Supplier without

court invention shall forfeit an immediately payable penalty of €25,000.00 and €2,500.00 per day until the data leak is resolved. The aforementioned is without prejudice to all further rights of Rituals, including those of compliance and/or compensation of the actual damages it has incurred insofar as these are higher than the penalty which was forfeited.

Article 12 - Intellectual Property Rights

12.1 All (Intellectual) property rights which are or shall be created in connection with and arising from the Services and/or Works, are held by Rituals. Insofar as these are not already held by Rituals, these rights are hereby transferred by the Supplier to Rituals, which transfer immediately after the creation of those rights is already accepted by Rituals.

12.2 Insofar as an additional document would be required for the transfer of such rights, the Supplier already irrevocably authorises Rituals to prepare and sign such document on behalf of the Supplier, without prejudice to the obligation of the Supplier to cooperate with the transfer of such rights upon Rituals' first request, without being able to attach conditions to this. Any costs associated with the establishment of certain Intellectual Property Rights shall be for the account of Rituals. Supplier hereby irrevocably authorises Rituals to register the transfer of these (Intellectual) Property Rights in the respective registers. The compensation paid by Rituals to the Supplier for the Services and/or Works is also a fair compensation for the transfer of (Intellectual) Property Rights.

12.3 The Supplier hereby waives towards Rituals all personality rights which accrue to it and which are created in connection with and arising from the Services and/or Works, to the extent in which the applicable regulations permit such waiver. The Supplier guarantees that the employees or contractors which are involved from its side, in the employment agreement between these employees or contractors and the Supplier, respective the agreement to provide services to the Supplier, shall waive any personality rights which may accrue to them, to the extent in which the applicable regulations permit such waiver and insofar as applicable.

12.4 If the transfer of the (Intellectual) Property Rights by the Supplier to Rituals is not possible, for example because it concerns a software framework (standard software) or SaaS/Cloud services, the Supplier hereby grants Rituals a worldwide unrestricted, transferable and non-exclusive license to use the Services and/or Works for the duration of the Agreement. If the Parties did not agree to a certain period of time, the Supplier shall grant the aforementioned license indefinitely. The license shall enter into force from the time of the establishment of the Agreement.

12.5 The Supplier declares that it is fully authorised to perform the transfer referred to in this article 12 (paragraph 1 and 2) or to granting the license (see previous paragraph).

12.6 If agreed, the Supplier shall select and manage all necessary (open source) licenses which are required for the functioning of the Services and/or Works and it shall inform Rituals thereof and shall establish contact between Rituals and the respective licensors. Any licenses originating from third parties shall, if agreed, be purchased by Rituals and in the name of Rituals and shall be paid by Rituals. The Supplier guarantees to give proper recommendations with regard to the required licenses. The Supplier guarantees towards Rituals the uninterrupted use of the Services and/or Works, and shall make sure that the licenses to be purchased do not reasonable hinder such.

12.7 The Parties agree that Rituals is and shall remain the beneficiary of the (Intellectual) Property Rights on the Data entered by Rituals, end users and/or customers when using the Services and/or Works or which are provided for the Services and/or Works. The Supplier is not permitted to process the Data in any other manner than necessary for the performance of the Services and/or Works or the execution of the Agreement.

12.8 Insofar as there are no (Intellectual) Property Rights on the Data, the Parties agree that Rituals shall be and shall remain the beneficiary of all entered or provided Data and that the Data shall never accrue to the Supplier. The Supplier must therefore provide the Data to Rituals at its own initiative at the end of the Agreement. This in accordance with article 7 (Exit Plan).

12.9 The Supplier must provide the Data to Rituals in a format to be indicated by Rituals on a regular digital data carrier, or cooperate with the migration of the Data to new systems, upon Rituals' first request, during the service provision, and at its own initiative at the end of the service provision. The Supplier thereby guarantees the accuracy and completeness of the Data. After migration and/or delivery of the Data, the Supplier must remove the Data from its system and destroy such upon Rituals' first request. The aforementioned expressly also applies to Data consisting of Personal Information.

12.10 In order to safeguard continuity, the Supplier shall provide Rituals upon its request with an original or copy of the source code of the Works on a data carrier, and shall at all times grant it access to the (web) services on which the source code of the Work is running.

12.11 The Supplier, at its own initiative and upon Rituals' first request, shall provide Rituals with an overview of all open source software which is used in the Works. This overview shall include all used open source licenses.

12.12 The Supplier shall safeguard Rituals against, and shall indemnify Rituals with regard to all costs arising from any actions which arise from or are related to a claim that the provided Services and/or Works or any part thereof, and/or the use thereof by Rituals within its operational activities, directly or indirectly infringe upon the (Intellectual) Property Rights of any third party or unlawful disclosure, unlawful use or wrongful appropriation of the business secret of another party (hereinafter: the Infringement). In the event Rituals becomes aware of the infringement first, Rituals shall notify the Supplier of the infringement and shall involve the Supplier, insofar as applicable, in the defence and negotiations in connection with an arrangement or settlement. In case of such Infringement, the Supplier shall ensure that the operational activities of Rituals are not interrupted or disrupted. All costs incurred by Rituals and any damages incurred by Rituals in connection with the infringement shall be reimbursed by the Supplier.

Article 13 Warranties

13.1 Upon request and no later than within 30 days after the establishment of the Agreement, the Supplier shall provide a declaration as referred to in article 2:403(1)(f) of the Civil Code, in which it shall hold itself liable for all current and future debts and other claims of Rituals against the Supplier which arise from the Agreement and the documents associated with such. Moreover, the parent company(ies) of the Supplier declare to guarantee the compliance with the obligations arising from the Agreement. The Supplier shall cooperate with regard to the aforementioned and shall conclude a separate agreement for this.

13.2 Rituals is at all times authorised to request that the Supplier provides a sufficient guarantee, for example by means of the provision of an irrevocable and unconditional bank guarantee, for the account of the Supplier, issued by a banking institution accepted by the Rituals, in order to guarantee the compliance with the obligations of the Supplier.

13.3 The Agreement is subject to a warranty period of three years from the acceptance after the delivery of the Equipment, unless the Parties agree in writing to the warranty periods used by the Supplier.

13.4 The standard and customised software provided by the Supplier is subject to a warranty period of three months after Acceptance.

13.5 Warranties and agreed warranty periods provided by the Supplier shall not affect the obligations of the Supplier in accordance with the law or the Agreement.

13.6 During the warranty period, the Supplier shall remediate the Failures in the Equipment, Services and/or Works at no charge, also including any necessary replacement of parts, the rewriting of code, and/or the reconfiguration. This paragraph does not apply with regard to consumer items (e.g. toner) which must be replaced on a regular basis. After the repair, the change or the replacement, a new warranty period shall commence for the respective part of the Equipment or the Service and/or Work

13.7 As soon as possible after having been informed by Rituals of the Failures in the Equipment or the Services and/or Works, the Supplier shall start the repair thereof. If it can be expected that the repair cannot take place within the time period set by Rituals, the Supplier, upon Rituals' request, shall provide similar Equipment or a work-around for the Service and/or Work to Rituals free of charge, until the Failures have been remediated. This shall not affect the right of Rituals to claim any costs or damages incurred by Rituals.

13.8 The Supplier guarantees that at the time of the signing there are no claims of third parties regarding infringement on Intellectual Property Rights or other rights of these parties with regard to the Services and/or Works.

13.9 The Supplier guarantees that it has not concluded any agreements with its employees who are involved in the development process which contain deviations of art. 7 of the Copyright Act. Furthermore, the Supplier guarantees that it has concluded agreements with third parties, which are engaged in the performance of Services and/or Works, which contain the full transfer of the Intellectual Property Rights to the Supplier and the waiver by these third parties of the rights as referred to in art. 25 of the Copyright Act.

13.10 The Supplier guarantees that the Work shall not contain materials which could be harmful to the operation of the network of the hosting provider or the Services or the customers/users, including and not limited to "worms", "viruses", "Trojan horses", logical bombs, corrupt files, unauthorised or hidden programs which could harm the software or hardware of Rituals or its customers/users.

Article 14 Use of and cooperation with third parties

14.1 Upon Rituals 'request, the Supplier shall, as part of the Services and/or Works, consult or cooperate with other suppliers of Rituals.

14.2 The Supplier is authorised to engage the third parties which are included in the DAP for or with the execution of any essential obligation based on the Agreement. The Supplier shall remain responsible and liable towards Rituals for its obligations under the Agreement. The Supplier shall indemnify Rituals against any claim of this third party against Rituals, with the exception of claims of this third party insofar as these are the result of actions or negligence of Rituals itself. Moreover, the Supplier shall indemnify Rituals against liability for using external personnel.

14.3 If a third party is used based on the DAP, the Parties shall reasonable cooperate with this third party.

Article 15 Confidentiality

15.1 Neither Party shall publish or otherwise disclose the information it has received, or to which it acquires access in the context of the execution and preparation of or negotiations about the Agreement, in any way without the prior written permission of the other Party.

15.2 With regard to all Confidential Information of Rituals, the Supplier in addition to art. 15.1 commits to:

a) observe all reasonable measures for a secure retention or storage;

b) only have the agreed obligations performed by persons who must have the Confidential Information for the provision of the Services and/or Works and who the Supplier reasonably believes are reliable; and

15.3 the Supplier guarantees that all its employees and subcontractors, who shall handle Confidential Information in connection with the execution of the Agreement, shall sign a relevant and adequate confidentiality agreement based whereupon Rituals shall receive the right to impose these confidentiality obligations.

15.4 If Rituals observes a violation by the Supplier and/or its personnel and/or the third parties it has engaged, with the provision in the articles 15.1 through 15.3, the Supplier shall forfeit, without court intervention, an immediately payable penalty of €25,000.00 per incident. This all without prejudice to all other rights of Rituals, including those regarding compliance and/or compensation of the other damages it has actually incurred.

15.5 The confidentiality obligations as stated in this article 15 shall continue to exist indefinitely after the expiration of the Agreement.

Article 16 Pricing, invoicing and payment

16.1 The prices and rates for the Services and/or Works are included in the offer. Agreed prices and rates are fixed and binding, unless otherwise agreed to in writing in the Agreement. If the Supplier has included an estimate of the costs of the Services and/or Works in the offer, this is deemed to be the fixed total price.

16.2 All prices and rates are in euros and are exclusive of VAT.

16.3 All prices and rates include travel and accommodation expenses. If no travel and accommodation expenses have been agreed to, these costs are deemed to be included in the rate.

16.4 The Supplier is not permitted to charge a higher rate to Rituals for work performed outside of office hours, unless otherwise agreed between the Parties.

16.5 The increase of the costs of the third parties engaged by the Supplier for the execution of the Agreement, may under no circumstances be passed on to Rituals and are for the Supplier's own risk.

16.6 The invoices of the Supplier shall at least include the invoice date, the specification, the amount due in euros (€), the VAT based on the applicable percentage, and the bank account number to which the payment must be made.

16.7 Payment of the invoice shall take place within sixty (60) days after receipt of the invoice, under the condition that the Services and/or Works were accepted by Rituals.

16.8 Payment by Rituals does not in any way constitute a waiver of any right. In addition, payment by Rituals does not constitute a whole or partial acceptance of the provided Services and/or Works

16.9 Rituals is authorised to offset all claims against the Supplier, which arise from the Agreement, with the claims of the Supplier.

16.10 If the Supplier is in default with the fulfilment of the Agreement, Rituals shall be authorised to reasonably suspend (payment) obligations of all current agreements with the Supplier.

16.11 Exceeding any payment term by Rituals does not authorise the Supplier to suspend its performances.

Article 17 Duration and termination

17.1 The Agreement shall be effective from its establishment and shall be concluded for the agreed term.

17.2 Rituals may cancel the Agreement prematurely with due observance of a notice period of three calendar months, unless otherwise agreed to in writing.

17.3 Each party is authorised to dissolve the Agreement, at their own discretion in whole or in part, with immediate effect, without further notice, in case and at the time that:

- a) the other Party is granted a suspension of payments;
- b) the other Party has been declared bankrupt;
- c) the control over or the deciding vote at the Supplier is transferred to a third party
- d) there is an infringement of the Intellectual Property Rights of Rituals;

17.4 Rituals is authorised to dissolve the Agreement in whole or in part if the Supplier does not comply in whole or in part with any obligation towards Rituals, and does not remediate this Failure within a reasonable period of time which Rituals shall give the Supplier in writing, or if the Supplier is otherwise in default.

17.5 The termination or dissolution of the Agreement expressly does not discharge the Parties from the obligations which by their nature are intended to be maintained, including the provisions with regard to the articles 2, 5, 7, 11, 12, 13, 14, 15, 18, 20, and 21: Establishment of the Agreement and User Right, Continuity, Exit Plan, Privacy, Intellectual Property Rights, Warranties, Use of and cooperation with third parties, Confidentiality, Liability, Insurance, Final Provisions.

Article 18 Liability

18.1 If the Supplier attributably fails in the compliance with its obligation(s), the Supplier shall be liable towards Rituals for the compensation of the direct (financial) damages incurred or to be incurred by Rituals.

18.2 Direct (financial) damages, incurred by Rituals, shall in any case include but not be limited to:

- a) damage to the Work, Services and Data/information files, including in any case: material damage, whole or partial loss, poor or non-functioning, a demonstrably structurally decreased reliability and increased failure-sensitivity;
- b) damage to other property of Rituals and/or property of third parties located at Rituals;
- c) costs of necessary Amendments and/or changes in among other things the Work or other software, Equipment or other equipment Services, requirements, specifications, materials or Documentation, installed to limit or repair damage;
- d) cost of emergency provisions, such as switching to other systems, or hiring third parties;
- e) expenses, including personnel expenses or expenses of third parties for the necessary continuation to operate old systems, and any provisions associated therewith;
- f) costs of fees and penalties which are demonstrably owed to third parties as well as the value of the loss of guarantees provided by third parties;

g) reasonable expenses incurred to prevent or limit direct (financial) damages;

h) reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair;

i) damage due to the inability to perform operational tasks and responsibilities towards customers as a result of errors in the Services and/or Works.

18.3 Any failure and professional errors in the compliance with obligations of the Supplier, Rituals, without prejudice to its other rights in connection with Failures, shall have the right to demand that the Supplier, for the expense of the Supplier, performs the Services and/or Works again or to repair such within a period of time to be determined by Rituals.

18.4 Except in case of damage caused by intent or gross negligence of Rituals or attributable shortcomings of Rituals after Rituals has been notified and Rituals has been offered a reasonable period of time to comply with its obligations, Rituals is not liable for any damages of the Supplier, its employees or a third party engaged by the Supplier in the Agreement. In any case, liability of Rituals for direct damages shall be limited to the amount Rituals pays per year for the Agreement. The amount to be compensated shall never exceed the amount for which Rituals is insured.

18.5 The liability for personal or professional damages shall be limited for the Parties up to an amount of €1,500,000.00 per incident. Thereby coinciding incidents shall be considered as one incident.

18.6 The Supplier shall indemnify Rituals against all claims of third parties, which are directly or indirectly related to (the use of) the Services and/or Works, or to the execution of the Agreement, and the Supplier shall reimburse Rituals for all damages which Rituals incurs as a result of such claims, unless the damage is caused by an attributable failure or intent or gross negligence of Rituals.

Article 19 Force Majeure

19.1 Force majeure on the side of a Party shall include any Failure in the compliance with the obligations arising from the Agreement which cannot be attributed to a Party, because it cannot be blamed on negligence of this Party, nor can be attributed to this Party pursuant to the law, legal act or common opinion. Force majeure shall in any case not include: lack of personnel, sickness of personnel, strikes, delayed delivery or non-suitability of the ICT-infrastructure or software, DDoS attacks, attributable Failure or unlawful acts of any supplier or third parties engaged by the Supplier and/or liquidity or solvency problems on the side of one of the Parties.

19.2 In case of force majeure, compliance with the obligations arising from the Agreement by the respective party shall be suspended in whole or in part for the duration of the force majeure, without the Parties being held to any mutual relevant damages compensation. If the situation of force majeure has lasted five days, Rituals shall be authorised to dissolve the Agreement and to have the relevant work performed by a third party.

19.3 The Party who appeals to force majeure shall substantiate this appeal in writing and shall consult with the other Party to make new arrangements in order to limit the negative consequences for the service provision as much as possible.

Article 20 Insurance

20.1 The Supplier shall continue to have adequate professional and company liability insurance in order to cover any liabilities arising from the Agreement. This applies to both the contextual coverage and the amount of the coverage.

20.2 Upon Rituals' request, the Supplier must provide the policies which the Supplier has concluded in accordance with the provisions in the previous paragraph.

20.3 The Supplier shall not cancel any insurance policy as referred to in 20.1 for the duration of the Agreement or for the obligations of the Supplier which continue after the end of the Agreement.

Article 21 Final Provisions

21.1 This Agreement and any disputes arising from or in connection with such shall be governed by Dutch law.

21.2 The Parties shall make all efforts to resolve any difference of opinion about the execution of the Agreement amicably and in mutual consultation, possibly with the use of mediation. The Parties may choose to agree to mediation in accordance with the ICT-Mediation regulation of the Stichting Geschillenoplossing Automatisering Heemstede [Heemstede Automation Dispute Settlement Foundation].

21.3 If this is not possible, the dispute shall be presented to the persons in charge from the Executive Boards of the Parties. If these persons also do not succeed in resolving the dispute, the dispute may exclusively be brought before the District Court of Amsterdam. If Rituals has an urgent interest, it may go before the interlocutory judge.

21.4 If any provision of the Agreement appears to be invalid, this shall not affect the validity of the entire Agreement. In this case, the Parties shall determine (a) new replacement provision(s), which shall as much as possible legally correspond with the intent of the original Agreement and these general conditions.

21.5 All obligations of the Supplier and the use of the Services and/or Works shall also apply to the legal entities affiliated with Rituals.

21.6 The Agreement shall not be subject to the general terms and conditions used by the Supplier, nor to any other general or specific terms and conditions of third parties, which are engaged by the Supplier.

21.7 The administration of Rituals is leading, except for counter evidence to be provided by the Supplier.

21.8 The Supplier is not permitted to use Rituals as reference, unless the Parties have discussed this and Rituals has given its permission for the reference. Rituals shall not refuse a reference on unreasonable grounds.

21.9 Without prior written consent of Rituals, the Supplier is not permitted to transfer the Agreement or an obligation thereof to a third party. The claims of the Supplier against Rituals cannot be transferred or pledged.

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