



Rituals General Terms and Conditions for the purchase of BT Services and Equipment

Article 1 Definitions

Capitalized terms in these General Terms and Conditions shall have the meaning as indicated below.

1.1. Acceptance: the acceptance of the Performance as indicated by Rituals which does not entail any waiver of sorts by Rituals for any future Failures or Failures that could not have reasonably been detected by Rituals at the time of acceptance.

1.2. Affiliates: any business entity that, directly or indirectly controls, is under common control with, or is controlled by, a Party to the Agreement. For purposes of this definition, “control”, “controls”, “controlled by” and “under common control with” means the power to direct the management and policies of the business entity, whether through ownership of voting shares or securities, by contract, or otherwise.

1.3. Agreement: any agreement concluded between Parties regarding the Performance.

1.4. Changes: any additions, changes, modifications, add-ons or new modules to, new versions or enhancements of and/or interfaces or connecting items of the Performance, or of the conditions and requirements that the Performance must meet, such as, but not limited to, a change of Service Levels.

1.5. Confidential Information: information related to Rituals and information that Rituals indicates to be confidential, or any information that Supplier, according to the nature of the information or under the circumstances in which the disclosure takes place, ought to be aware that such information must be treated as confidential, including any Data that Rituals enters into the Performance.

1.6. Agreements and Procedures File (or “APF”): the document that contains among other things, the communication between Supplier and Rituals as well as the authorisation list and list of third parties the Supplier and Rituals are working with. Changes to the APF may only be agreed to in mutual consultation between Parties.

1.7. Data: all information processed as a result of the use of the Performance, except Personal Data.

1.8. Data Protection Legislation: the General Data Protection Regulation, meaning Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (or “GDPR”) together with all laws implementing or supplementing the same and any other applicable data protection or privacy laws.

1.9. Documentation: descriptions and manuals provided by the Supplier describing the functions



and the features of and/or belonging to the Performance.

1.10. Equipment: the goods (including hardware/ICT products) to be delivered by the Supplier under on the Agreement, including the associated Documentation.

1.11. Exit Plan: a plan to support an orderly, controlled transition of responsibility for the provision of the Performance from the Supplier to a new supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to Rituals at the end of the Agreement.

1.12. Failure: any interruption, error and/or defect of the Performance as a result of which the Performance is not in conformity with the Agreement.

1.13. General Terms and Conditions (or “GT&C’s for BT”): these general terms and conditions for the purchase of BT services and Equipment.

1.14. Intellectual Property Rights: all intellectual property rights including - but not limited to copyrights and related rights, trademarks, trade names, domain names, patent rights, model rights, database rights, goodwill, know-how, whether registered or non-registered and including all applications or other forms of (future) intellectual property rights in the world.

1.15. Party: each of the Parties individually.

1.16. Parties: both Rituals and the Supplier.

1.17. Performance: the performance to be provided by Supplier to Rituals under the Agreement, comprising of the provision of the Equipment, the provision of the Services, the performance of the Works, and/or any and all related or ancillary activities.

1.18. Personal Data: any information relating to an identified or identifiable natural persons stipulated in article 4 of the GDPR.

1.19. Project Plan: the document in which the Parties record a planning with regard to the Performance to be performed.

1.20. Regulator: any regulator that Rituals is subject to, including the Dutch Consumer & Market Authority (in Dutch: *ACM*) and the Dutch Data Protection Authority (In Dutch: *Autoriteit Persoonsgegevens* or *AP*).

1.21. Rituals: Rituals Cosmetics Enterprise B.V., a limited liability company, incorporated under the laws of the Netherlands, with its registered office at Keizersgracht 683 in (1017 DW) Amsterdam, and registered with the Chamber of Commerce under number 34136394.

1.22. Services: the services to be provided by the Supplier or by third parties engaged by the Supplier to Rituals under on the Agreement.

1.23. Service Level: the quantifiable or qualifiable criteria that are used to measure the whether the Supplier meets the delivery of the Performance.



1.24. Supplier: the supplier of the Performance as indicated in the Agreement.

1.25. User Right: the right or license to use the IP rights as specified in Article 12.5 as per which Rituals and its Affiliates are authorised to install and/or use the Works in accordance with the agreed use, including any and all temporary simplifications and publications.

1.26. Working Days: calendar days, including the weekend, but excluding Dutch Public Holidays, unless otherwise agreed between parties.

1.27. Works: all software to be developed or provided by the Supplier or by third parties engaged by the Supplier for Rituals, including - but not limited to, software, source codes, interfaces, and associated Documentation, as well as the implementation thereof.

Article 2 Conclusion of the Agreement

2.1 The Agreement will only be concluded by Rituals accepting the corresponding offer of the Supplier in writing. There can only be acceptance of Supplier's offer by Rituals if the authorised signatory of Rituals has accepted Supplier's offer by means of countersigning that offer in writing.

2.2 Unless otherwise agreed in writing, in case of a conflict between the provisions in the GT&C's for BT and any other documents of the Agreement, the following ranking order shall apply:

1. The body text of the Agreement;
2. A Service Level Agreement / Statement of Work (if any) that is part of the Agreement;
3. The GT&C's for BT; and
4. Any other annexes of the Agreement.

Article 3 Delivery, Planning and Deadlines

3.1. The Performance shall be delivered by Supplier to Rituals in accordance with all terms and conditions of the Agreement. All dates as laid down in Agreement and/or the Project Plan are firm dates. In case Supplier does not provide the Performance or any part thereof on or before a specified date, then Supplier shall be automatically in default without Rituals having to send a notice of default, unless it has been agreed in writing that Supplier agreed that Supplier would try to achieve the relevant date on a 'best-efforts' basis.

3.2. Supplier shall fully test each part of the Performance to fully comply with the Agreement and the Documentation before delivering such Performance to Rituals. If the Performance is created specifically for Rituals, Supplier shall provide Rituals with the relevant test results.

3.3. The Supplier shall proactively advise Rituals and shall keep Rituals informed whether Supplier is meeting its targets and measuring points (KPI's) so that Rituals is enabled to adequately monitor the progress of the delivery of the Performance. If the progress of the Performance 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.

3.4. Rituals shall inform the Supplier in writing whether Rituals agrees to these measures as set out in Article 3.3. Any approval by Rituals to such measures does not mean that Rituals acknowledges



the cause of the delay and shall not affect any of Rituals' rights towards the Supplier.

3.5. If Supplier becomes aware or should reasonably become aware of an (actual or likely future) act or failure by Rituals which may reasonably be expected to impact Supplier's performance under the Agreement, Supplier shall promptly notify Rituals' relationship representative thereof in writing setting out the relevant failure and the (expected) impact on Supplier's performance and costs.

3.6. In the event of a timely notification by Supplier and subject to Supplier's continued compliance with its obligations in so far as possible, the time for performance by Supplier of the relevant obligation shall only be extended by the period of the delay caused by Rituals' act or failure.

3.7. Notwithstanding Rituals' failure, Supplier shall use reasonable efforts to avoid or mitigate the consequences of that failure and to continue to perform its obligations in accordance with the Agreement. The reasonable cost of such efforts will be for the account of Rituals. If Supplier anticipates activities which exceed [3]% of the agreed or budgeted charges, it shall inform Rituals thereof in advance.

3.8. A failure by Rituals to comply with its obligations does not release Supplier from its obligations to deliver and execute the Performance in accordance with the Agreement.

Article 4 Security and Compliance

4.1. The Supplier guarantees that the Performance shall at all times comply with the laws and regulations that apply to the Performance and or Rituals, 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 security management system (being at least ISO/IEC 27001, NIST, ISAE3402 SOC2, CIS, PCI DSS, COBIT, ITIL, or similar). 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. Rituals is entitled to engage an independent third party in order to check these conditions and/or requirements (see **Fout! Verwijzingsbron niet gevonden.**). 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 take care of all measures, procedures, preparations or other activities which are necessary to guarantee the continuity of the Performance, 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.

5.1 The Supplier shall immediately inform Rituals in writing if its financial position worsens, or if there are other reasons as a result of which Supplier's business continuity or the continuity of the execution of the Performance 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 Performance and the possible



solutions that will be implemented by Supplier in order to safeguard the business continuity and the continuity of the service provision.

Article 6 Exit Plan

6.1. Supplier shall draft and maintain an Exit Plan. The Supplier shall fully cooperate with the implementation of this Exit Plan.

6.2. The Supplier shall ensure that this Exit Plan contains all activities which must be performed in order to enable Rituals, or third parties engaged by Rituals to continue the Performance after the end of (a part of) the Agreement without interruption. This Exit 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 Performance 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).

6.3. 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 and the Supplier does not immediately remediate the Exit Plan within a period of ten (10) Working Days, Rituals shall be permitted, insofar as reasonably possible, to engage a third party to prepare the Exit Plan in accordance with the guarantee stated in this Article 6 or to terminate the Agreement. The costs associated with the engagement of this third party shall be paid by the Supplier to Rituals.

Article 7 Service Levels

7.1. Supplier shall perform the Services at service levels which meet or exceed the Service Levels and in accordance with good industry practice. Where time for performance has not been specified, Supplier shall perform the Services in a timely manner.

7.2. Supplier shall adequately report on the performance of the Performance against the Service Levels. Such report will be provided within five (5) Business Days after the month in which the Performance was provided. Supplier will ensure that the contents and setup of such report will enable Rituals to determine the accuracy thereof.

8. Use of Personnel

8.1 The Supplier shall at all times ensure that Supplier will have enough available personnel to perform the Performance. Supplier shall prior to providing the Performance inform Rituals of the person that will act as a direct point of contact for Rituals.

8.2 The Supplier guarantees that it shall only use personnel which has the required skills and qualifications, taking into account the nature of the Performance to be provided and the manner in which the Supplier has presented itself as expert. Unless agreed otherwise, Supplier will submit an overview of the designated personnel and their skillset for Rituals' prior assessment and approval.

8.3 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. If any of such persons are no longer available for whatever reason, then the Supplier shall



provide replacement personnel within 5 Working Days. In urgent cases as determined by Rituals, the Supplier shall ensure replacement personnel immediately.

8.4 Supplier shall perform its employer's responsibilities under all applicable laws, rules, and regulations in respect of its personnel assigned to the Performance. Supplier guarantees to Rituals that it fully, timely and completely complies with all statutory requirements to which Supplier should comply in respect of the personnel assigned to the Performance (including but not limited to the Dutch Foreign Nationals (Employment) Act (in Dutch: *Wet Arbeid Vreemdelingen*), the applicable legislation relating to employment terms, including the Dutch Labour Market Fraud (Bogus schemes) Act (in Dutch: *Wet Aanpak Schijnconstructies*), the Dutch Minimum Wage and Minimum Holiday Allowance Act (in Dutch: *Wet minimumloon en minimumvakantiebijslag*) as well as to any applicable collective labour agreement, and, if applicable, the requirements of the EU Directive 96/71/EC concerning the posting of workers in the framework of the provision of services and related national implementation laws (including the Dutch Posted Workers in the European Union (Working Conditions) Act (Terms of Employment Posted Workers in the European Union Act (in Dutch: *Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie*)).

8.5 Supplier shall be responsible and fully liable to, without reimbursement from Rituals, (i) timely and correctly pay all salaries, wages, benefits and other compensation due to its personnel (hereinafter called: Remuneration) (ii) timely and correctly (withhold and) pay any and all taxes, including corporate and income taxes, wage taxes, social security contributions (including employee insurance contributions) and VAT, duties, levies, charges and contributions (and any interests or penalties thereon) due in respect of payments to the Supplier and/or in respect to any payment by the Supplier to any of its employees, and (iii) any fines, penalties medical, health or other contributions, and expenses and fees or amounts of any kind, which are now or hereinafter imposed on Supplier and/or its personnel as a result of the performance of the Performance.

8.6 Supplier is liable in full for all damages suffered by Rituals as a result of the Supplier's failure to fulfil its obligations in respect to this Article 8, including but not limited to any claims by the Dutch tax authorities under the recipient's liability and/or chain liability (in Dutch: *inlenersaansprakelijkheid / ketenaansprakelijkheid*). The Supplier shall indemnify and hold harmless Rituals and keep Rituals indemnified and held harmless against any expense, liability, costs, claims, loss and proceedings of any kind and character (and any interest or penalties thereon) howsoever arising in connection with any alleged or actual violation of Supplier of any applicable laws and/or Supplier's failure to timely and correctly (withhold and) pay any Remuneration, taxes and social security contributions or any other amounts in the meaning of this Article 8.

8.7 Record keeping, evidence and "G-rekening"

- a) Supplier shall keep full and accurate records relating to its performance of the Services and compliance of its obligations under this Contract ("Records"). This includes keeping records of all agreements regarding the terms of employment of its personnel assigned to the Services in a transparent and accessible manner.
- b) The Supplier shall, at Rituals' first request comply with a request from Rituals to open a so-called "G-rekening" (blocked bank account for tax purposes) and the execution by



Rituals of payments concerning the concerning the VAT payable by the Supplier, and/or premiums and income taxes, wage taxes, social security contributions (including employee insurance contributions) due by the Supplier in respect of any of its employees.

- c) Supplier shall grant to Rituals and its authorised agents the right of access at all reasonable times to inspect and take copies of the Records and any part of them and shall allow Rituals to obtain such information as it considers necessary to monitor and verify the Supplier's performance, provided that any such inspection is carried out with reasonable prior notice and so as not to have any material adverse effect on the performance of the Services or other business of the Supplier.

8.8 If and in so far as the legal relationship specified in this Agreement, notwithstanding the position and intent of parties, is considered (retrospectively) by the Dutch Tax Authorities and/or the Employee Insurance Agency (in Dutch: *UWV*) as a (notional) employment relationship between Rituals and the personnel assigned to the Services by Supplier or any other Supplier personnel during the Agreement and Rituals is consequently required to remit wage tax and national insurance premiums, the Supplier shall be liable to Rituals in that respect and shall indemnify and compensate Rituals for any loss/harm arising from or in connection with any claims in that regard, including all claims of tax authorities, social security authorities, pension insurers or pension funds regarding pension premiums, taxes, social security premiums, – including the employer's and employee's share – and penalties and interest in connection therewith or arising therefrom.

9 Delivery of Equipment

9.1 The Equipment shall be delivered DDP Incoterms 2010 at the location(s), at the time and in the manner as determined in the Agreement.

9.2 All delivery times in the Agreement are firm dates. If an acceptance test has been agreed, Supplier shall provide the Equipment sufficiently in advance for the acceptance testing to be completed before the agreed delivery date. If acceptance testing has not been completed successfully before the agreed delivery date, the Equipment will be deemed to be delivered too late.

9.3 The delivery of the Equipment shall each time include a specification; this specification must show that the delivery corresponds with the Agreement. The signing of this written specification by Rituals shall not constitute Acceptance or otherwise affect the obligations of the Supplier under the Agreement.

9.4 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.

9.5 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 provided its Acceptance in writing, and has signed the proof of delivery,



whichever is latest.

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

10 Failures, Acceptance and Rejection

10.1 The Supplier must repair or remediate any of the Failures observed by Rituals within eight (8) days after notification, unless otherwise agreed between the parties.

10.2 Any part of the Performance may be subjected to an acceptance test by Rituals. This acceptance test may take place before, during or within a reasonable period of time after the delivery of the Performance. If Rituals accepts or rejects the Performance in whole or in part, Rituals shall report this to the Supplier in writing.

10.3 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 thirty (30) days after the notification by Rituals. These remedies apply in addition to Rituals' rights and remedies under the Agreement and/or applicable law.

10.4 If the Supplier fails to repair any Failure in the Performance 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 any subsequent acceptance test, Rituals observes any Failures again, Rituals has the right to directly dissolve the respective Agreement in whole or in part with immediate effect, without prejudice to the other rights which accrue to Rituals.

11 Privacy

11.1 If Rituals provides Personal Data to the Supplier, and/or Personal Data is processed otherwise in the context of the service provision of the Supplier to Rituals, both Rituals and the Supplier shall fall under the GDPR. The Supplier guarantees that it shall at all times process the Personal Data 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 GDPR and the Telecommunication Act, as well as - if applicable - the code of conduct indicated by Rituals. If the Supplier provides (Personal) Data to Rituals, Rituals shall be entitled, without any further restrictions, to save, process and (re)use this (personal)data in the context of the Agreement. If Supplier receives Personal Data from Rituals unintended and/or without Ritual's knowledge, Supplier shall inform Rituals thereof immediately. Supplier guarantees that all data that is made available to Rituals is obtained and made available to Rituals in a legitimate way, and that the data does not infringe any third-party rights. Supplier shall indemnify and keep Rituals indemnified against all claims and (legal) actions against Rituals by public authorities and/or individuals arising from infringements of third-party rights by Supplier and/or its data processor or any obligations arising from applicable privacy legislation.

11.2 Upon Rituals' first request, the Supplier shall cooperate with the conclusion of a Data



Processing Agreement (“DPA”) as referred to in article 28(3) GDPR and/or any other further agreement with regard to the processing of Personal Data 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 Data Protection Legislation.

11.4 The Supplier shall only process the Personal Data and/or Data it receives from Rituals in the context of the Performance 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 Data 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 Data 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. Supplier shall only engage sub processors when approved by Rituals via the DPA or otherwise,

11.7 The Supplier is not permitted to process the Personal Data 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 Performance with regard to the processing of the Personal Data and/or Data shall be bound to the same obligations as those laid down in this Agreement or the DPA as referred to in Article 11.2 and shall monitor the compliance with such.

11.9 The Supplier guarantees that the Performance, including - among other things, but not limited to - the processing actions with regard to the Personal Data 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. The Supplier ensures that the security is effective under all circumstances, in any case in the sense that Personal Data is protected against destruction, loss, or any type of unlawful processing (such as unauthorised access, contamination, change or provision of Personal Data). 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 Performance, insofar as this is performed at Rituals, to adhere to the security procedures and policies indicated by Rituals in any way, shape or form. Rituals shall inform the Supplier about these procedures and policies 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 Agreement, 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 Data and/or Data, and 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 Upon completion of the Performance and in each case at the end of the Agreement or immediately upon request by Rituals (in the interim), the Supplier upon Rituals' first request shall return and/or permanently destroy all Personal Data 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 Data 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 Data or if there is a data breach or other infringement of the security of the Personal Data and/or Data or the privacy of those to whom the Personal Data relates, the Supplier shall immediately, and at least within 24 hours of noticing, inform Rituals thereof in writing. If this loss/data breach 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 (twenty-five thousand euro) and €2,500.00 (twenty-five hundred euro) per day until the data breach 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.

12 Intellectual Property Rights

12.1 All Intellectual Property Rights which are or shall be created in connection with and arising from the Performance ("IP Rights"), shall be owned by Rituals, unless agreed otherwise. Insofar as these are not already held by Rituals, Supplier hereby irrevocably and absolutely assigns (in Dutch: *draagt over*) in advance (in Dutch: *bij voorbaat*) to Rituals to the fullest extent allowed by law all IP Rights, whereby the Supplier agrees not to use / exploit / otherwise dispose over (in Dutch: *beschikken over - in de ruimste zin des woords*) the IP Rights itself anymore. these rights are hereby transferred by the Supplier to Rituals, The assignment of the IP Rights is accepted by Rituals and Supplier now for then immediately after the creation of those rights. Except as provided by law, no further remuneration, compensation and benefits other than now and hereafter paid or provided to Supplier is or may become due in respect of Supplier's compliance with this MSA. To the extent that Rituals and Supplier are allowed to choose the (property) law that applies to the assignment and/or transfer of the IP



Rights, Rituals and Supplier choose the laws of the Netherlands to apply

12.2 To the extent that the IP Rights do not vest in Rituals by operation of law, and cannot be transferred and assigned in advance to Rituals, Supplier shall transfer and assign such IP Rights on Rituals' first request; and to the extent that the IP Rights do not vest in Rituals automatically and/or pending any assignment of such IP Rights under the paragraph above, Supplier shall hold them on behalf of Rituals, and 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 IP Rights shall be for the account of Rituals. Supplier hereby irrevocably authorises Rituals to register the transfer of these IP Rights in the respective registers. Supplier acknowledges that The fees paid by Rituals to the Supplier for the Performance is a fair compensation for the transfer of IP Rights(including the equitable compensation referred to in Section 12(6) of the Dutch Patents Act of 1995 (in Dutch: *Rijksoctrooiwet 1995*).

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 Performance, to the extent in which the applicable regulations permit such waiver. The Supplier guarantees that the employees or Suppliers which are involved from its side, in the employment agreement between these employees or Suppliers 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 The Supplier declares that it is fully authorised to perform the transfer referred to Articles 12.1 and 12.2 or to granting the license in Article 12.5.

12.5 If the transfer of the IP Rights by the Supplier to Rituals is not possible or if Parties explicitly agree that the IP rights are not transferred to Rituals, the Supplier hereby grants Rituals and its Affiliates a worldwide unrestricted, perpetual, transferable and non-exclusive license to use the IP Rights.

12.6 The Supplier shall select and manage all necessary (open source) licenses which are required for the functioning of the Performance 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 Performance and shall make sure that the licenses to be purchased do not reasonable hinder such.

12.7 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, incl. any



back ups, upon Rituals' first request. The aforementioned expressly also applies to Data consisting of Personal Data.

12.8 The Supplier, at its own initiative and upon Ritual's first request, shall provide Rituals with an overview of all open source software licenses which are used in the Works.

12.9 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 Performance 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 ("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.

13 Warranties

13.1 Supplier guarantees that when delivering the Performance it shall do so in accordance with the Agreement and that the Performance is sound, of high quality and fit for Rituals' intended purpose. Supplier shall make inquiries as to Rituals' intended purposes prior to the delivery of the Performance and Supplier ensures that all information provided by it in relation to the Performance is accurate and complete. Supplier is obligated to perform the Performance in accordance with the latest state of the art, unless otherwise agreed upon in the Agreement. Supplier shall ensure that the Performance in any event complies with the Agreement and with the reasonable requirements of Rituals and safeguards the integrity and reputation of Rituals and is free from Failures.

13.2 Supplier shall provide upon Rituals' first request adequate security (to Rituals' satisfaction), for example by means of the provision of an irrevocable and unconditional bank guarantee, at Supplier's own cost, issued by a banking institution accepted by the Rituals, in order to guarantee the compliance with the obligations of the Supplier.

13.3 Supplier guarantees that the Performance shall be free from Failures during a period of three (3) years from Acceptance, unless the Parties agree in writing ootherwise.

13.4 In deviation to the foregoing, Supplier agrees that any standard and customised software provided by the Supplier will be free of Failures during a warranty period of three (3) months after Acceptance.

13.5 During the warranty period, the Supplier shall remediate the Failures at no charge, this remediation also includes any necessary replacement of parts, the rewriting of code, and/or the reconfiguration. After the remediation of the Failure, a new warranty period shall commence for the respective part of the Performance.

13.6 As soon as possible after having been informed by Rituals of a Failure, the Supplier shall start



the remediation 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.

13.7 The Supplier guarantees that at the time of the signing there are no claims of third parties regarding infringement of IP Rights.

13.8 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 Performance, 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.

13.9 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.

14 Use of and cooperation with third parties

14.1 Upon Rituals' request, the Supplier shall, as part of the Performance, consult or cooperate with other suppliers of Rituals.

14.2 The Supplier is authorised to engage the third parties which are included in the APF 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 APF, the Parties shall reasonably cooperate with this third party.

15 Confidentiality

15.1 Each Party agrees not to use the other Party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under Agreement, and agrees to keep confidential and prevent any disclosure of Confidential Information to third parties, including, without limitation, other clients of Parties, competitors to Parties, the public and the press.

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; and,
- b) only have the agreed obligations performed by persons who must have the Confidential Information for the provision of the Performance and who the Supplier reasonably believes



are reliable.

15.3 Supplier guarantees that all its employees and subcontractors shall handle Confidential Information in connection with the execution of the Agreement, shall sign a confidentiality agreement on terms similar to this 15.

15.4 Parties agree that the obligations pursuant to this Article 15 shall not apply with respect to any Confidential Information which:

- a) is or becomes part of the public domain without violation of this Agreement;
- b) can be proven to be known and on record at the disclosing Party prior to the first occasion of access to such Confidential Information in connection with this Agreement, it being understood that this exception will not apply to any Confidential Information which was prepared by or on behalf of Parties for each other in connection with the Contractual Performance;
- c) can be proven to have been lawfully obtained by the disclosing Party without confidentiality obligations from a third party who was free to disclose such information;
- d) can be proven to have been independently developed by the disclosing Party without the benefit of any access or reference to the Confidential Information and other than pursuant to this Agreement.

15.5 Notwithstanding the confidentiality obligations imposed in this 15, Parties shall be authorised to disclose Confidential Information at the order of any competent court of law or competent official regulatory authority, provided that (i) such disclosure is covered by protective measures which reasonably protect the interest of the owner of the Confidential Information in accordance with the terms of this Agreement and (ii) the disclosing Party has given prompt written notice to the owner of the Confidential Information before such disclosure occurs sufficiently in time to allow the owner of the Confidential Information to prevent such disclosure through appropriate legal means.

15.6 Each Party is required at its own initiative to return to the other Party, or at the other Party's request: destroy, all tangible Confidential Information immediately when the continued possession of such Confidential Information is no longer required for the purpose of this Agreement nor otherwise required under applicable law, and to confirm in writing promptly when it has complied with this obligation.

15.7 If Supplier breaches any obligation contained in 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.

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

16 Pricing, invoicing and payment

16.1 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 Performance 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 undisputed invoices shall take place within thirty (30) days after receipt of the invoice, under the condition that the Performance was accepted by Rituals. Unless agreed otherwise, Supplier is not entitled to apply any interest rate, statutory or otherwise, in case of late payment 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 Performance.

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. Any failure of Rituals to timely fulfil its payment obligations does not authorise the Supplier to suspend its performances.

17 Termination and Consequences

17.1 Rituals may at any time and for any reason and without being liable for any damages, costs or expenses, cancel (in Dutch: *opzeggen*) the Agreement upon a three (3) calendar months' written notice, whether the Agreement is concluded for a fixed term or an indefinite period.

17.2 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;

17.3 Rituals is authorised to dissolve the Agreement in whole or in part if the Supplier breaches in



whole or in part with any obligation towards Rituals and Supplier fails to remediate this breach within a reasonable period of time, or if the Supplier is otherwise in default (in Dutch: *verzuim*).

17.4 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 Article 2, Article 5, Article 6, 11, 12, 13, 14, 15, 18, 20, and 21.

17.5 On termination of this Agreement for any reason, each Party shall as soon as reasonably practicable return, destroy or permanently erase (as directed in writing by the other Party) any data carriers containing, reflecting, incorporating or based on Confidential Information belonging to the other Party.

17.6 On termination of this Agreement for any reason, Supplier shall:

- (a) as soon as reasonably practicable, deliver to Rituals all drawings, designs, plans, specifications, programs (including source codes) or other documentation, goods and supplies that it has agreed to supply under this Agreement and which exist at the date of termination, whether or not complete, and Supplier hereby assigns to Rituals ownership of any Intellectual Property Rights in such materials to the extent these have not already been assigned to Rituals in accordance with the Agreement. Until they have been returned or repossessed, Supplier shall be solely responsible for their safe-keeping;
- (b) provide the Data to Rituals in a format to be indicated by Rituals;
- (c) perform the Exit Plan in a timely manner, subject to the terms and conditions of the Agreement;
- (d) at Rituals' request, provide reasonable termination assistance services ("Termination Assistance Services") to Rituals and/or a successor service provider designated by Rituals ("Successor Service Provider") for up to six (6) months following the effective date of such expiration or termination to facilitate the orderly transfer of the Performance to Rituals or its designee. Without limiting the generality of the foregoing, as part of the Termination Assistance Supplier shall: (i) cooperate with Rituals and/or the Successor Service Provider and otherwise promptly take all reasonable steps required to assist Rituals in effectuating the Termination Assistance Services; (ii) provide to Rituals and/or the Successor Service Provider reasonably detailed and sufficient information (including, as applicable, a list of all material equipment, tools and systems used in performing such Performance); and (iii) provide for the prompt and orderly conclusion of all work, as Rituals may direct, including completion or partial completion of the Performance, documentation of work in progress, and other measures to assure the implementation of the Exit Plan. Supplier will perform the Termination Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it was required to provide the Services during the term. Supplier will charge Rituals, and Rituals will pay any charges for the Termination Assistance Services only if (i) Supplier terminates this Agreement due to Rituals breach of contract. In the event this Agreement terminated by Supplier because of Rituals' non-payment of any undisputed amounts due under this Agreement, Rituals shall pay monthly in advance for any Termination Assistance Services to be provided or performed under this article;
- (e) upon Rituals' request, provide all support requested by Rituals, including the supply of any



and all information, (charged on a time and material-basis, or without costs if the Agreement was terminated for breach by Rituals) to get the Performance provided by a replacement supplier;

- (f) use all reasonable endeavours, at Rituals' request, to transfer, whether in favour of Rituals or any alternative supplier, any contract for services between Supplier and any third party performing any part of the Performance and Supplier shall use its reasonable endeavours to ensure that the third party will accept the transfer of the contract to Rituals or an alternative supplier.

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 Performance 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 to and/or changes in the Performance 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 Performance.

18.3 In deviation of the foregoing, the liability of Supplier is not limited and Supplier will be liable towards Rituals in full, in the event that liability of Supplier arises out of Supplier's breach of 12 (Intellectual Property Rights), 13 (Warranties) or 15 (Confidential Information) or arises in relation to intent or wilful recklessness of Supplier or Supplier Personnel, and/or any indemnity provided by Supplier under this Agreement.

18.4 Except in case of damage caused by intent or wilful recklessness of Rituals or its managerial personnel, the liability of Rituals for any damages that arise as a result of or in connection with a breach of contract, tort or otherwise is limited as set out in this Article. The liability of Rituals for indirect damage is excluded, while the liability of Rituals for direct damages shall be limited to the amount Rituals pays per year (12 months) for the Agreement. In deviation of the foregoing, the



amount to be compensated shall never exceed the amount that the insurer of Rituals pays out for the event causing the damage.

18.5 The liability for personal or professional damages shall be limited for the Parties up to an amount of €1,500,000.00 (one and a half million euro) 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 Performance, 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.

19 Force Majeure

19.1 Force majeure on the side of a Party shall include a breach of 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 as meant in article 6:75 Dutch Civil Code. Force majeure shall in any case not include lack of personnel, sickness of personnel, strikes, delayed delivery or non-suitability of the ICT/Security-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 If the situation of force majeure has lasted five (5) days, Rituals shall be authorised to dissolve the Agreement and to have the relevant work performed by a third party, without Rituals being liable to pay any damage, costs or expenses.

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.

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 Article 20.1 for the duration of the Agreement or for the obligations of the Supplier which continue after the end of the Agreement.

21 Final Provisions

21.1 This Agreement shall be governed by Dutch law, however with the exclusion of the Vienna Convention on the International Sale of Goods 1980 (CISG) which does not apply. Any disputes arising from or in connection with the Agreement, tort or otherwise will be exclusively adjudicated by the competent court of Amsterdam, the Netherlands.



21.2 If any provision of the Agreement is 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 correspond with the intent of the original Agreement.

21.3 Any right regarding the use of the Performance shall also be granted by Supplier on behalf and for the benefit of each of the Affiliates of Rituals.

21.4 This Agreement constitutes the complete agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No general terms of Supplier shall apply to this Agreement. Parties agree that any future reference to such general terms shall be void and without effect. This Agreement may only be amended in writing by authorised representatives of Parties.

21.5 In respect to the delivery of the Performance the administration of Rituals is leading, except for counter evidence to be provided by the Supplier.

21.6 The Supplier is not allowed identify Rituals as its customer, nor use the Rituals' company name or logo in any publicity and/or marketing communications, e.g. press releases, presentations, announcements etc., without prior written consent from Rituals.

21.7 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.

21.8 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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