

## General Terms and Conditions of Delivery of Bamboo Brands B.V.

### Article 1: Definitions

In these terms, the following terms have the following meanings:

1. Bamboo Brands B.V.: The private limited company Bamboo Brands B.V., located and headquartered at Helftheuvelweg 11, 5222 AV 's-Hertogenbosch, the Netherlands.
2. Client: Any natural and/or legal person who commissions Bamboo Brands B.V. to perform Work.
3. (Flex) Worker: Any natural person (m/f) who performs or will perform Work through the mediation of Bamboo Brands B.V. as part of the Assignment given to Bamboo Brands B.V. by the Client.
4. Offer: A written proposal from Bamboo Brands B.V. to the Client to establish an Assignment.
5. Assignment: The agreement in which Bamboo Brands B.V. commits to perform the Work assigned by the Client in accordance with the terms specified, and the Client commits to providing the agreed remuneration. The Assignment specifies the Work, including services provided, production of Goods, number of hours to be worked, planning, an action plan, a detailed budget, a further description, and the quantities of Goods to be produced.
6. Work: This refers to, but is not limited to, the services provided by Bamboo Brands B.V., including conducting market research of products at points of sale in Europe.
7. Goods: Tangible objects in the broadest sense of the word, including materials, promotional materials, and advertising materials.

### Article 2: Applicability

1. These general terms and conditions apply to all Offers and Assignments, excluding any terms and conditions from the Client unless expressly agreed upon in writing by the parties.
2. If any provision of these terms is declared legally invalid, this does not affect the validity of the other provisions. The Client and Bamboo Brands B.V. are deemed to have agreed to a valid substitute provision that approximates the invalid provision as closely as possible in intent and scope.
3. The Client shall ensure that they and any third parties engaged by them comply with applicable laws and regulations.

### Article 3: Offer

1. All Offers from Bamboo Brands B.V. are non-binding and valid for one month, unless otherwise stated in the Offer. An Assignment is only concluded upon the Client's timely written acceptance of Bamboo Brands B.V.'s Offer or upon written confirmation by Bamboo Brands B.V. of a (verbal) Assignment provided by the Client, which the Client has not objected to within two business days.
2. The Offer typically specifies: a. The location of the Work; b. A description of the Work; c. The start date of the Work; d. The period within which the Work will be completed; e. In the case of a production Assignment: quantities of (advertising) materials to be produced, technical specifications of the (advertising) materials, and delivery time; f. The price for the Work or Goods to be produced as described in the Offer, excluding VAT, which Bamboo Brands B.V. specifies separately in the Offer; g. Whether payments will be made in installments and whether an advance payment is required; h. The applicability of these general terms to the offer and the resulting agreement.
3. Additional Work requested by the Client that is not part of the initial Assignment will be charged separately to the Client by Bamboo Brands B.V.
4. Bamboo Brands B.V. is not bound by Offers containing obvious errors or typographical mistakes. Any (delivery) deadlines mentioned are estimates and not binding unless explicitly agreed otherwise in writing. Bamboo Brands B.V. determines the method of execution of the Assignment. Bamboo Brands B.V. reserves the right to have the Work performed, in whole or in part, by third parties, as deemed necessary or desirable by Bamboo Brands B.V., and to be assisted by third parties during the execution of the Work.

### Article 4: Rates

1. The price specified in the Assignment is based on the rates in effect at the time of the Offer or Assignment. If price increases occur between the time of the Offer and the completion of the Work under the Assignment, or if significant changes in conditions (e.g., due to increased taxes, duties, or labor costs) occur, Bamboo Brands B.V. reserves the right to pass these increases or changes on to the Client. For Assignments lasting more than one year, Bamboo Brands B.V. is entitled to increase the agreed rates annually by at least the inflation adjustment (CPI all households) as determined by the CBS (Statistics Netherlands) for the previous year.
2. All prices are exclusive of VAT, which will be charged separately.
3. In addition to the price mentioned in the Assignment, the Client is also liable for additional Work costs, declarations of third parties engaged by Bamboo Brands B.V., and/or an urgency surcharge as specified in Article 4.4.
4. Bamboo Brands B.V. is compelled to charge an urgency surcharge for any request or modification (to dates, times, or numbers of (Flex) Workers) made by the Client within five working days before the start/instruction date of an Assignment. The surcharge is calculated as a percentage of the total price and amounts to:
  - 10% for a request or modification made five working days in advance;
  - 20% for a request or modification made four working days in advance;
  - 30% for a request or modification made three working days in advance;
  - 40% for a request or modification made two working days in advance;
  - 50% for a request or modification made one working day in advance;
  - 75% for a request or modification made immediately. Working days are Monday to Friday from 08:30 to 17:30, excluding official holidays.
5. Each Assignment includes a minimum of four consecutive hours per (Flex) Worker from Bamboo Brands B.V. in the price calculation.

### Article 5: Payment

1. Payment of each invoice from Bamboo Brands B.V. must be made within fourteen days of the invoice date to the bank or giro account designated by Bamboo Brands B.V. Payment must always be made without discount or set-off by the Client.
2. Complaints regarding invoices issued by Bamboo Brands B.V. must be submitted within eight days of the invoice date. After this period, complaints will no longer be considered, and the Client will forfeit any related rights.
3. Bamboo Brands B.V. reserves the right to suspend or terminate the Assignment if the Client fails to comply with the agreed payment terms. In this case, the Assignment is considered canceled by the Client and will be invoiced according to Article 6.2.
4. Payment for additional Work must be made once it is invoiced to the Client, in the same manner as other invoices.
5. If the Client fails to pay, fails to pay on time, or fails to pay in full, they are deemed in default without further notice. The Client will owe interest of 2.5% per (part of a) month on the total outstanding amount starting fourteen days after the invoice date.
6. All judicial and extrajudicial collection costs will be borne by the Client. Extrajudicial collection costs are calculated in accordance with the "Decree on compensation for extrajudicial collection costs" and amount to:
  - 15% of the principal sum for the first €2,500 of the claim, with a minimum of €40;
  - 10% of the principal sum for the next €2,500 of the claim;
  - 5% of the principal sum for the next €5,000 of the claim;
  - 1% of the principal sum for the next €190,000 of the claim;
  - 0.5% of any amount exceeding €190,000, with a maximum of €6,775.
7. Late payment of an invoice renders all other outstanding invoices against the Client immediately due and payable.
8. Each payment from the Client is first applied to settle the extrajudicial and judicial collection costs due, then to the interest due, and finally to the oldest outstanding claim(s), regardless of any instruction from the Client to the contrary.

#### Article 6: Modification and Cancellation

1. Changes or additions to the Assignment are only valid with the express written consent of Bamboo Brands B.V.
2. If Bamboo Brands is forced to halt research due to external factors (e.g., regulations related to COVID-19), efforts will be made to find solutions to ensure the project continues as smoothly as possible. Any costs incurred will be reasonably and fairly charged to the Client by Bamboo Brands.
3. Cancellations must be made by registered mail. If a Client cancels the Assignment before or on the agreed start date of the Assignment or during the Assignment, the Client owes the following cancellation fees, which are calculated as a percentage of the total Assignment:
  - On the start date of the Assignment or during the Assignment: 100%
  - Less than one week before the start date of the Assignment: 100%
  - More than one week but less than three weeks before the start date: 75%
  - More than three weeks but less than five weeks before the start date: 50%
  - More than five weeks but less than eight weeks before the start date: 10%
4. In case the cancellation as specified in paragraph 2 relates to Goods produced or to be produced by or on behalf of Bamboo Brands B.V., the cancellation costs amount to 100% of the total Assignment, regardless of the time of cancellation, unless Bamboo Brands B.V. has agreed to a lower percentage with the producer.
5. Cancellation policy (during the project): If the project is canceled for any reason during execution by the Client, we offer the option to reallocate the (remaining) budget to another project that will be completed by the end of the calendar year (CY). If reallocation does not occur by the end of the CY, we reserve the right to charge the (remaining) budget plus additional costs related to the execution of the contract as of December 31 of the CY.

#### Article 7: (Flex) Workers

1. The (Flex) Worker(s) to be employed is/are chosen based on the information and skills known to Bamboo Brands B.V. about the available (Flex) Worker(s), and on the information provided by the Client to Bamboo Brands B.V. regarding the Work to be assigned. Bamboo Brands B.V. has complete discretion in choosing the person or persons who will perform the Work. The execution of the Work by the (Flex) Worker(s) takes place under the direction and supervision of Bamboo Brands B.V.
2. To avoid making any unlawful distinctions, particularly regarding religion, belief, political affiliation, gender, race, or any other grounds, non-job-related requirements may not be imposed when providing information about the Work to be assigned, and Bamboo Brands B.V. will not honor such requests.
3. Bamboo Brands B.V. ensures that all (Flex) Workers it employs present themselves neatly and meet the reasonable standards expected of (Flex) Workers.

#### Article 8: Non-Compete Clause

1. The Client is not allowed, during the Assignment and within one year after the agreed completion of the Work/Assignment, regardless of the reason for its termination, to enter into an employment contract (for either definite or indefinite periods) with employees of Bamboo Brands B.V., or with affiliated companies (including (Flex) Workers) and/or third parties performing Work for Bamboo Brands B.V., or to have Work carried out for the Client by them in any other manner (directly or indirectly). Deviation from this is only allowed with the prior written consent of Bamboo Brands B.V., and after the Client has paid a recruitment and selection fee of €2,500 excluding VAT per employee (including (Flex) Workers) and/or per third party to Bamboo Brands B.V.
2. For every violation of the non-competite clause by the Client, the Client forfeits a directly payable penalty of €1,250 for each violation and €500 for each day that the violation continues, without any summons, notice of default, or judicial intervention being required.

#### Article 9: Safety of (Flex) Workers/Insurances

1. The Client is obligated to ensure the safety of the (Flex) Worker(s) engaged by Bamboo Brands B.V. for the Assignment, as reasonably required considering the nature and scope of the Assignment.
2. The Client shall compensate the (Flex) Workers – and indemnify Bamboo Brands B.V. – for any damage suffered by the (Flex) Worker(s) in the exercise of the Assignment, to the extent that the Client is liable under Article 7:658 and/or Article 7:611 of the Dutch Civil Code.
3. If the (Flex) Worker(s) suffer(s) injury resulting from the Client's failure to fulfill the obligation in paragraph 1, and such injury results in death, the Client is obligated to provide full compensation to the individuals referred to in Article 6:108 of the Dutch Civil Code.
4. The Client shall sufficiently insure themselves against liability arising from the provisions of this article. Upon request, the Client will provide Bamboo Brands B.V. with proof of such insurance.

#### Article 10: Suspension and Dissolution, Refusal

1. In the event that the performance of the Assignment is prevented due to force majeure, Bamboo Brands B.V. is entitled, without judicial intervention, to either suspend the performance of the Assignment for no more than one month or dissolve the Assignment in whole or in part, without being obliged to pay any compensation. During the suspension, Bamboo Brands B.V. is authorized and at the end of the suspension is required to choose either to proceed with the performance or to dissolve the Assignment in whole or in part.
2. In both cases of suspension and dissolution under paragraph 1, Bamboo Brands B.V. is entitled to demand immediate payment from the Client for the services and goods reserved by Bamboo Brands B.V. for the performance of the Assignment, for the value that may reasonably be attributed to them.
3. If the Client fails to fulfill any obligation arising from the Assignment or any related agreement with Bamboo Brands B.V., or if Bamboo Brands B.V. has reasonable doubts about the Client's creditworthiness, and in cases of suspension of payment, bankruptcy, cessation, or liquidation of the Client's company, or if a natural person is placed under guardianship, subjected to debt restructuring under the Natural Persons Debt Rescheduling Act, or deceased, the Client is deemed in default without further notice and Bamboo Brands B.V. is entitled, without notice or judicial intervention, to either suspend the performance of the Assignment for no more than six months or dissolve the Assignment in whole or in part, without being obligated to pay any compensation or provide a guarantee. All claims that Bamboo Brands B.V. has against the Client then become immediately due.
4. In the event of suspension under paragraph 3, the agreed price becomes immediately due, minus any payments already made and costs saved by Bamboo Brands B.V. due to the suspension. In the event of dissolution under paragraph 3 – if no prior suspension has taken place – the agreed price becomes immediately due, minus any payments already made and costs saved by Bamboo Brands B.V. due to the dissolution.
5. Bamboo Brands B.V. reserves the right to refuse or terminate Assignments if their content is in conflict with any legal or governmental provisions, even if the Assignment has already been accepted or confirmed. In case of termination as referred to in this article, Articles 6.3 and 6.4 will apply.
6. Bamboo Brands B.V. reserves the right at all times to refuse or terminate Assignments if their content conflicts with the reputation or interests of Bamboo Brands B.V. In such cases, Bamboo Brands B.V. is entitled to full reimbursement of the costs already incurred for the performance of the Assignment and will not be liable for any damages arising from the non-performance or early termination of the Assignment.

#### Article 11: Force Majeure

1. Bamboo Brands B.V. is not liable if and to the extent that it cannot fulfill its obligations due to circumstances beyond its control. Force majeure in these general terms includes any circumstance preventing the fulfillment of a commitment by Bamboo Brands B.V., which is not attributable to Bamboo Brands B.V. This includes, but

is not limited to, strikes by Bamboo Brands B.V.'s (Flex) Workers, blockades, non-compliance by suppliers, government measures that temporarily or permanently prevent fulfillment, and any circumstance beyond Bamboo Brands B.V.'s control, making the fulfillment of the Assignment reasonably impossible. Force majeure also applies if third parties engaged by Bamboo Brands B.V. invoke force majeure.

2. Bamboo Brands B.V. will endeavor to ensure that third parties contracted in connection with the Assignment comply with the agreed arrangements and that the agreed services or deliveries are provided. Without giving the Client the right to claim compensation or dissolve the agreement, Bamboo Brands B.V. reserves the right to contract equivalent third parties and provide equivalent services or deliveries. Bamboo Brands B.V. will always consult with the Client regarding necessary changes as described above.
3. If either party is unable to fulfill any obligation under the Assignment, the affected party must notify the other party in writing as soon as possible.

#### Article 12: Liability

1. Bamboo Brands B.V. accepts liability only for damage suffered by the Client as a result of an attributable failure to perform its obligations, to the extent that this liability is covered by its insurance, up to the amount of the insurance payout, including any deductible. The Client indemnifies Bamboo Brands B.V. against any claims from third parties that exceed the covered damage.
2. Without prejudice to the provisions elsewhere in these terms, Bamboo Brands B.V. is not liable for damage: a. resulting from a non-attributable failure under Article 10 of these terms (force majeure); b. caused by the Client's failure to cooperate or by incorrect information from the Client, their subordinates, or other third parties engaged by or on behalf of the Client, or caused by defective Goods supplied by the Client; c. resulting from direct instructions given by the Client to (Flex) Workers regarding the performance of the Assignment, where Bamboo Brands B.V. was not involved or did not grant approval; d. resulting from produced Goods that deviate from the approved prototype, model, or proof, despite the use of specifications provided by the Client, such as prescribed color codes and materials.
3. The limitations set out in paragraphs 1 and 2 of this article do not apply if the damage is due to willful misconduct or gross negligence on the part of Bamboo Brands B.V. or its directors.
4. Bamboo Brands B.V. is not liable for damage consisting of loss of profit, business interruption, or other consequential damages suffered by the Client.
5. The Client is liable for damage they cause, whether intentionally or not, to movable Goods (materials and/or products) that belong to Bamboo Brands B.V. or any third party engaged by Bamboo Brands B.V. during the period that the Client has possession of such Goods on the basis of a loan and/or rental agreement. Damage includes, but is not limited to, repair and replacement costs.
6. Bamboo Brands B.V. is not responsible for photos, brochures, or other promotional materials unless they are issued under its responsibility. Nor is Bamboo Brands B.V. liable for compensation for claims made by third parties concerning the violation of rights belonging to such third parties, including but not limited to intellectual property rights.
7. The Client indemnifies Bamboo Brands B.V. against all costs, damages, and interest incurred as a direct or indirect result of legal claims made by third parties, including (Flex) Workers engaged by or involved with Bamboo Brands B.V., relating to the performance of the agreement, due to acts or omissions by the Client, its (Flex) Workers, or any third party engaged by them. The Client is obligated to respond to any call for indemnification made by Bamboo Brands B.V. under the agreement.
8. In order to retain the right to claim damages, the Client must report the damage to Bamboo Brands B.V. in writing within two months of becoming aware of the damage.

#### Article 13: Intellectual Property Rights

1. Bamboo Brands B.V. retains all intellectual property rights, including but not limited to copyrights, in respect of all materials made available to or provided to the Client in connection with the performance of the Work. By separate or additional mutual

agreement, the Client may acquire a right to publish and/or reproduce such materials, but only for the purpose for which the Assignment was given and only for the number of times and duration agreed or necessarily derived from the Assignment. Bamboo Brands B.V. has the right to include its name on the Goods produced during the Assignment and may use them for its own promotional purposes if desired.

2. The Client is not permitted, without the prior written consent of Bamboo Brands B.V., to capture the Work performed by Bamboo Brands B.V. or the third parties/(Flex) Workers it engages, on film, video, photo, or any other (future) visual medium.

#### Article 14: Right of Retention

1. Bamboo Brands B.V. is entitled to withhold the release of all items in its possession in connection with an Assignment until all its claims have been paid, or until sufficient security has been provided for their payment by or on behalf of the Client.

#### Article 15: Transfer

1. The Client is not entitled to transfer the rights and obligations arising from the Assignment, in whole or in part, to third parties, except with the prior written consent of Bamboo Brands B.V.
2. The Assignment and these terms remain in force if the Client's business changes its name, legal form, or owner in whole or in part. In such cases, the Client must promptly notify Bamboo Brands B.V. in writing.

#### Article 16: Multiple Parties

1. If an Assignment is concluded between Bamboo Brands B.V. on the one hand and two or more parties on the other hand, these parties are jointly and severally liable for the full performance of the Assignment.

#### Article 17: Delivery of Goods

1. Delivery by the Client of Goods to be used by Bamboo Brands B.V. must be made in clearly distinguishable units or quantities, and the packaging must be such that it is suitable for use, as determined by Bamboo Brands B.V.
2. Upon delivery of the Goods, Bamboo Brands B.V. must receive a detailed statement specifying the type of Goods, as well as the associated sizes and weights.
3. Bamboo Brands B.V. accepts no liability for discrepancies between delivered, declared, used, and returned Goods.
4. Delivery by Bamboo Brands B.V. of Goods ordered by the Client is carried out in the manner agreed upon by the parties. The Client bears the risk of transportation unless explicitly agreed otherwise.
5. Stores recruited for the Client belong exclusively to Bamboo Brands for a minimum of one year after the assignment.
6. The agreed delivery periods for ordered Goods will be observed by Bamboo Brands B.V. as much as possible but are never to be regarded as binding deadlines unless explicitly agreed otherwise in writing. If a deadline is likely to be exceeded, Bamboo Brands B.V. and the Client will consult each other as soon as possible. If delays are caused by the Client or a third party engaged by the Client in the provision of necessary data and/or Goods, Bamboo Brands B.V. is entitled to adjust the agreed delivery period accordingly. Bamboo Brands B.V. undertakes to notify the Client of the delay as soon as it becomes aware of it.

#### Article 18: Complaints

1. Complaints regarding the performance of the Assignment must be submitted to Bamboo Brands B.V. in writing within 14 days of the conclusion of the Assignment, failing which the right to complain will lapse.

#### Article 19: Applicable Law and Disputes

1. Dutch law applies to all agreements between the Client and Bamboo Brands B.V. The applicability of foreign legislation and treaties, such as the UN Convention on the International Sale of Goods (CISG), is expressly excluded.
2. All disputes arising from the agreement between the Client and Bamboo Brands B.V., to which these terms apply in whole or in part,

or from any subsequent agreements resulting from it, will be submitted exclusively to the competent court in Amsterdam.

Den Bosch, January 2021