

## General Terms of Delivery

### Article 1: Definitions.

In these terms and conditions, the following terms mean the following:

1. Bamboo Brands B.V.: The private limited company Bamboo Brands B.V. B.V., having its registered office and principal place of business at (5222 AC) 's-Hertogenbosch, Helftheuvelweg 11.
2. Client: any natural and/or legal person who commissions Bamboo Brands B.V. to perform Work.
3. (Flex) worker: any natural person, male or female, who through the intervention of Bamboo Brands B.V. performs or will perform Work within the framework of the Assignment given by the Client to Bamboo Brands B.V.
4. Offer: a written proposal from Bamboo Brands B.V. to the Client to conclude an Assignment.
5. Assignment: the agreement whereby Bamboo Brands B.V. undertakes vis-à-vis the Client to carry out the Assignment under the terms and conditions and whereby the Client undertakes vis-à-vis Bamboo Brands B.V. to provide the stipulated consideration. The Assignment will state not only a description of the assigned Work, including the provision of services but also the production of Goods or having Goods produced on commission, but also but not exclusively the number of hours to be spent, a plan, a plan of approach, a detailed budget, a further description and the quantities of the Goods to be produced.
6. Activities: including, but not limited to, services provided by Bamboo Brands B.V. consisting of conducting market research on products at points of sale in Europe.
7. Object: material objects, in the broadest sense of the word, including material, campaign material and advertising material.

### Article 2: Applicability

1. These general terms and conditions shall apply, to the exclusion of the general terms and conditions of the Client, to all Offers and Assignments, to the extent that these terms and conditions have not been expressly deviated from by the parties in writing.
2. If any provision of these terms and conditions is declared legally invalid, this shall not affect the other provisions and the Client and Bamboo Brands B.V. shall be deemed to have agreed a valid replacement provision that approximates the invalid provision as far as possible in terms of its purport and scope.
3. The Client shall ensure that he, and any third parties engaged by him, comply with the applicable laws and regulations.

### Article 3: Offer

1. All Offers from Bamboo Brands B.V. are always non-standard and are valid for one month unless otherwise stated in the Offer. An Assignment shall only come into effect through timely acceptance in writing by the Client of the Offer made by Bamboo Brands B.V., or through written confirmation by Bamboo Brands B.V. of a (verbal) Assignment issued to Bamboo Brands B.V. by the Client to which the Client has not responded in writing within two working days.
2. The Offer shall usually specify, inter alia:
  - a. the location of the Work;
  - b. a description of the Work;
  - c. the time of commencement of the Work;
  - d. the period within which the Work will be performed;
  - e. in the event of an Order for production: the quantities of (advertising) materials to be produced, further technical description of the (advertising) materials and the delivery date;
  - f. the price of the Work described in the Offer
  - g. Goods to be produced, not including turnover tax. Bamboo Brands B.V. shall state the amount of turnover tax due separately in the Offer;
  - h. whether payment will be made in instalments and whether an advance payment will be made;
  - i. the applicability of these general terms and conditions to the quotation and the resulting agreement.

3. Additional work to be carried out at the request of 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 that contain obvious typographical errors. Any (delivery) dates stated are approximate and not binding unless the contrary is expressly agreed in writing. The manner in which the Order will be executed is determined in principle by Bamboo Brands B.V.. Bamboo Brands B.V. is entitled, if this is deemed necessary or desirable by Bamboo Brands B.V., to have the Work carried out in full or in part by (a) third party (parties) and to be assisted in the Work by (a) third party (parties).

### Article 4: Rates

1. The price specified in the Assignment will always be based on the rates applicable at the time of the Offer or the Assignment. If between the time of the Offer and the time when the Work to be carried out under an Assignment is completed, price increases occur or major changes occur in the conditions, for example as a result of increases in duty and/or excise rates, labour costs etc., Bamboo Brands B.V. reserves the right to charge these increases and/or changes to the Client. In the case of Orders with a duration of more than one year Bamboo Brands B.V. is entitled to increase the agreed rates annually by at least the inflation correction (CPI all households) determined by the CBS for the previous year.
2. All prices are exclusive of VAT, which will be charged separately, charged separately.
3. In addition to the price stated in the Order, the Client is also liable for costs associated with additional work, invoices from third parties engaged by Bamboo Brands B.V. and/or an urgent assignment as specified in article 4.4.
4. Bamboo Brands B.V. is obliged to charge an emergency surcharge for a request or change (in dates, times or numbers of (Flex) workers) to an Order by the Client that is made five working days before the commencement/instruction date. The surcharge is equal to a percentage of the total price and amounts to:
  - 10% for a request or modification of an Assignment five working days in advance;
  - 20% when requesting or modifying an Assignment four business days in advance;
  - 30% for a request or modification of an Assignment three working days in advance;
  - 40% for an application or modification of an Assignment two business days in advance;
  - 50% if applying for or modifying an Assignment one business day in advance;
  - 75% when applying for or modifying an Assignment by direct.

Working days are defined as Monday through Friday from 8:30 a.m. to 5:30 p.m., excluding public holidays.

5. A minimum of 4 consecutive hours per (Flex) employee of Bamboo Brands B.V. shall be calculated into the price for each Assignment.

### Article 5: Payment

1. Payment of any invoice from Bamboo Brands B.V. must be made within fourteen days of the invoice date to a bank or giro account designated by Bamboo Brands B.V.. Payment must always be made without discount or offsetting by the Client.
2. Complaints regarding invoices issued by Bamboo Brands B.V. must be submitted to Bamboo Brands B.V. within eight days of the invoice date. After the expiry of this period complaints will no longer be accepted and the Client has forfeited his rights in this respect.
3. Bamboo Brands B.V. has the right, on the basis of the approved Offer, to charge the Client an advance of at least 50% by means of an advance invoice. This advance invoice must be paid into the account specified by Bamboo Brands B.V. before commencement of the Work.
4. Bamboo Brands B.V. is entitled, if a client does not comply with the agreed method of payment, to suspend or not execute the Assignment or to terminate it prematurely. In the latter case the Assignment will be regarded as cancelled by the Client and will be charged to the Client in accordance with the provisions of Clause 6.2.

5. Payment of additional work shall take place as soon as it has been charged to the Client and in the same manner as other invoices.
6. If Client does not pay, or does not pay on time or in full, Client shall be deemed to be in default by operation of law and shall owe interest of 2.5% per (part of a) month on the entire outstanding amount as from fourteen days after the invoice date without further notice of default.
7. All judicial and extrajudicial collection costs shall be borne by the Client. The extrajudicial collection costs will be calculated in accordance with the Decree on compensation for extrajudicial collection costs and will amount to:
  - 15% of the amount of the principal sum of the claim over the first € 2,500.00 of the claim with a minimum of € 40.00;
  - 10% of the amount of the principal sum of the claim over the next € 2,500.00 of the claim;
  - 5% of the amount of the principal sum of the claim over the next € 5,000.00 of the claim;
  - 1% of the amount of the principal of the claim over the next € 190,000.00 of the claim;
  - 0.5% of the excess of the principal sum with a maximum of € 6,775.00.
8. Non-(timely) payment of an invoice renders all other outstanding invoices towards the Client immediately due and payable.
9. Every payment made by the Client shall primarily serve to settle the extrajudicial collection costs and judicial costs owed by the Client and shall thereafter be deducted from the interest owed by the Client and thereafter from the oldest outstanding claim(s), regardless of any indication to the contrary by the Client.

#### Article 6: Modification and cancellation

1. Changes and/or additions to the Engagement shall only be effected with the express written consent of Bamboo Brands B.V.
2. If Bamboo Brands is forced by external factors to halt the research (e.g. regulations relating to COVID-19), solutions will be sought to ensure that the project is continued as far as possible. Costs incurred will be charged to the customer by Bamboo Brands on a fair and reasonable basis.
3. Cancellation must be made by registered mail. If a Client cancels an Assignment before or on the agreed commencement date of an Assignment or during the Assignment, the Client shall owe the following cancellation charges as compensation, whereby the stated percentage relates to the portion of the entire Assignment that is due:
  - on the commencement date of the Assignment or during the term of the Assignment: 100%.
  - less than one week prior to the commencement date of the Assignment: 100%.
  - more than one week but less than three weeks prior to the commencement date of the Assignment: 75%.
  - more than three weeks but less than five weeks prior to the Engagement Date: 50%.
  - more than five weeks but less than eight weeks before the commencement date of the Engagement: 10%.
4. If the cancellation as stipulated in paragraph 2 relates to goods to be produced by or on the instructions of Bamboo Brands B.V. then the cancellation costs are 100% of the entire Assignment, irrespective of the time of cancellation, unless Bamboo Brands B.V. has agreed a lower percentage with the producer.

#### Article 7: (Flex) employee(s).

1. The (Flex) employee(s) to be deployed shall be chosen on the basis of Bamboo Brands B.V.'s known data and skills of the available (Flex) employee(s) on the one hand and the information provided by the Client to Bamboo Brands B.V. about the Work to be assigned on the other hand. Bamboo Brands B.V. is entirely free to choose the person or persons that Bamboo Brands B.V. engages to perform the Work. The performance of the Work by the (Flex) employee(s) shall take place under the direction and supervision of Bamboo Brands B.V.
2. In order to avoid making any unlawful distinctions, in particular with respect to religion, philosophy of life, political persuasion, gender, race or any other grounds whatsoever, require-

ments that are not relevant to the job when providing information about the work to be assigned may not be imposed by the Client nor will they be honoured by Bamboo Brands B.V.

3. Bamboo Brands B.V. shall ensure that all (Flex) employees deployed by it have a neat appearance and meet the requirements that may reasonably be demanded of (Flex) employees.

#### Article 8: Competition clause

1. During the Assignment and within a period of one year after termination of the agreed Work/performance of the Assignment, regardless of the reason for termination, the Client is not permitted to enter into an employment contract for a fixed or indefinite period of time with employees of Bamboo Brands B.V. or companies affiliated to it (including (flex) employees) and/or third parties who perform Work for Bamboo Brands B.V., or to otherwise (directly or indirectly) engage in work for the Client. This can only be waived after Bamboo Brands B.V. has given its written consent and the Client has paid Bamboo Brands B.V. a recruitment and collection fee of € 2,500.00 exclusive of VAT per employee (including (Flex) employee(s)) and/or third party.
2. For every violation by the Client of the provisions of 8.1 the Client shall forfeit an immediately due and payable penalty of € 1,250.00 for each violation and € 500.00 for each day that the violation continues, without any summons, notice of default or legal intervention being required.

#### Article 9: Safety (Flex) employees/insurance

1. The Client is obliged to ensure the safety of the (Flex) employee(s) engaged by Bamboo Brands B.V. for the purposes of the Assignment, as can reasonably be demanded in relation to the nature and scope of the Assignment.
2. The Client shall compensate the (Flex) employee(s) - and indemnify Bamboo Brands B.V. against - all damage suffered by the (Flex) employee(s) in the context of performing the Assignment, if and to the extent that the Client is liable for such damage pursuant to Article 7:658 and/or Article 7:611 of the Dutch Civil Code.
3. If as a result of non-compliance with the obligation set out in paragraph 1 in connection with the performance of the Assignment the (Flex) employee(s) suffers injury resulting in death, the Client shall be liable to pay full compensation to the persons referred to in Article 6:108 of the Dutch Civil Code.
4. The Client shall take out adequate insurance against liability on the grounds of the provisions of this article. At the request of Bamboo Brands B.V. the Client shall provide proof of the insurance.

#### Article 10: Suspension and dissolution, refusal

1. If implementation of the Order is prevented due to force majeure then Bamboo Brands B.V. is entitled without legal intervention either to suspend implementation of the Order for a maximum of one month or to terminate the Order in full or in part without being liable for any compensation. During the suspension Bamboo Brands B.V. is entitled and at the end of this period it is obliged to opt for execution or full or partial termination of the Engagement.
2. Both in the case of suspension and termination by virtue of paragraph 1, Bamboo Brands B.V. is entitled to demand immediate payment by the Client for the services and goods reserved by it for the execution of the Order, for the value that can reasonably be attributed to them.
3. If the Client fails to comply with any obligation arising from the Agreement concluded with Bamboo Brands B.V. or any related agreement, or if Bamboo Brands B.V. receives indications of reduced creditworthiness of the Client, giving rise to justifiable doubt as to whether the Client will be able to fulfill its obligations towards Bamboo Brands B.V., or in the event of suspension of payment, bankruptcy, closure or liquidation of the Client's business, as well as in the case of guardianship, declaration of the debt rescheduling scheme under the Debt Rescheduling (Natural Persons) Act, or death if the Client is a natural person, the Client shall be deemed to be in default by operation of law, and Bamboo Brands B.V. shall be entitled to suspend the execution of the Agreement for a maximum period of six months or to dissolve the Agreement in whole or in part without notice of default or judicial intervention, without being obliged to pay any compensation or warranty and without prejudice

to its further rights. In all these cases any claim that Bamboo Brands B.V. has on the Client shall be immediately due and payable.

4. In the event of suspension under paragraph 3, the agreed price will become immediately due and payable after deduction of any payment(s) already made and any costs saved by Bamboo Brands B.V. as a result of the suspension. In the case of dissolution in accordance with paragraph 3, the agreed price - if no prior suspension has taken place - will be immediately due and payable after deduction of the payment(s) already made and any costs saved by Bamboo Brands B.V. as a result of dissolution.
5. Bamboo Brands B.V. reserves the right to refuse or terminate Orders whose content contravenes any statutory or other government provision, even if the Order has already been accepted or confirmed or is being carried out. In the event of termination within the meaning of this Article, the aforementioned Articles 6.3 and 6.4 shall apply.
6. Bamboo Brands B.V. has the right to reject or terminate any Assignments whose content is contrary to the good name or interests of Bamboo Brands B.V. In such cases, Bamboo Brands B.V. shall be entitled to receive full compensation for costs already incurred in the execution of the Order, and shall not be liable for any losses arising from the non-execution or premature termination of the Order.

#### 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 means circumstances that prevent the performance of an obligation incumbent on Bamboo Brands B.V. and that cannot be attributed to it. These will include, among other things: strikes by (flex) employees of Bamboo Brands B.V., blockades, non-performance by suppliers, government measures that temporarily or permanently make performance impossible, and any circumstance beyond the control of Bamboo Brands B.V. that reasonably precludes performance of the Assignment. Force majeure also exists if third parties hired by Bamboo Brands B.V. can claim force majeure.
2. Bamboo Brands B.V. shall endeavour to ensure that third parties contracted within the framework of the implementation of the Order adhere to the agreements made and that the agreed services or deliveries are provided. Without this entitling the Client to claim compensation or termination, Bamboo Brands B.V. is entitled to contract equivalent third parties and to supply equivalent services or deliveries. Bamboo Brands B.V. shall always consult with the Client regarding changes as referred to above that are deemed necessary in this context.
3. If one of the parties to the Engagement is unable to fulfil any of the obligations under the Engagement, the party concerned must inform the other party of this in writing as soon as possible.

#### Article 12: Liability

1. Bamboo Brands B.V. shall only accept liability for damage incurred by the Client that is the result of an attributable failure in the fulfilment of its obligation(s) if and in so far as this liability is covered by its insurance, up to the amount of the payment made by the insurer, including any excess. The client shall indemnify Bamboo Brands B.V. against any third party claims that exceed the losses thus limited.
2. Without prejudice to what is stated elsewhere in these general terms and conditions, Bamboo Brands B.V. is not liable for damage:
  - a. that is the result of a non-attributable failure in the fulfilment of any obligation resting on it by virtue of the provisions of Article 10 of these terms and conditions (force majeure);
  - b. which is the result of faulty cooperation or information provided by the Client, its subordinates or other third parties engaged by or on behalf of the Client in the execution of the Assignment and which is the result of faulty Goods of the Client;
  - c. that is the result of instructions directly given by the Client to (Flex) employees regarding the execution of the Assignment in respect of which Bamboo Brands

B.V. has not been involved in any way or has not given its consent

- d. if the Goods produced deviate from the agreed prototype, model and/or proof despite the application of specifications supplied by the Client, including but not limited to prescribed color codes and materials.
3. The restrictions included in the article under sections 1 and 2 shall not apply if the damage is the result of deliberate intent or gross negligence on the part of Bamboo Brands B.V. and/or the director of Bamboo Brands B.V.
4. Bamboo Brands B.V. is not liable for damage consisting of loss of profit, business interruption or other consequential damage incurred by the Client.
5. The Client is liable for damage that it causes, intentionally or otherwise, to moveable Goods (materials and/or products) owned by Bamboo Brands B.V. or another third party engaged by Bamboo Brands B.V. during the period that the Client has these moveable Goods in its possession on loan and/or hire. Damage includes the costs of repair and replacement.
6. Bamboo Brands B.V. accepts no responsibility for flyers, folders and other information material insofar as these are issued under the responsibility of third parties. Neither is Bamboo Brands B.V. liable for compensation that may be claimed by third parties on the grounds of infringement of rights belonging to these third parties, expressly including intellectual property rights.
7. The client indemnifies Bamboo Brands B.V. against all costs, damage and interest that may arise for Bamboo Brands B.V. as a direct or indirect result of legal claims that may be made by third parties, including the (Flexoo Brands B.V.) engaged/companied by Bamboo Brands B.V. involved in the performance of the agreement, on account of acts and/or omissions by the Client itself, its (Flex) employees or third parties engaged; under the agreement the Client is obliged to respond to an appeal for indemnification by Bamboo Brands B.V.
8. On penalty of forfeiting any right to compensation, any losses incurred by the Client must be reported in writing to Bamboo Brands B.V. within two months of the loss becoming known.

#### Article 13: Intellectual property rights

1. Bamboo Brands B.V. retains all its intellectual property rights, including copyrights, with respect to everything provided and/or delivered to Client in connection with the execution of the Services. Separate/supplementary mutual agreements may stipulate that Client acquires a right to disclosure and/or reproduction, but always exclusively for the purpose for which the Assignment was given and only for the number of times and the duration that has been agreed upon or that necessarily arises directly from the Assignment. Bamboo Brands B.V. is at all times entitled to affix its name to the goods produced during the Assignment and, if desired, to use them for its own promotional purposes.
2. Except with the prior written consent of Bamboo Brands B.V., the Client is not permitted to record the performance of the Work by Bamboo Brands B.V. and the third party/(Flex) employee(s) engaged by Bamboo Brands B.V. on film, video, photo or any other (future) image carrier.

#### Article 14: Right of retention

1. Bamboo Brands B.V. is entitled to suspend the handover of everything in its possession in connection with an Order until all its claims have been paid or 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 without prior written consent from Bamboo Brands B.V.
2. The Assignment and these conditions remain in force in the event that the enterprise of the Client changes its name, legal form or owner, in whole or in part. In such cases, the Client must inform Bamboo Brands B.V. of this in writing without delay.

#### Article 16: Multiple parties

1. If an Assignment is entered into between Bamboo Brands B.V. on the one hand and two or more parties on the other then these parties are each jointly and severally liable for full compliance with the Assignment.

#### **Article 17: Delivery of Goods**

1. Goods to be used by Bamboo Brands B.V. must be delivered by the Client in clearly distinguishable units or quantities and the packaging must be such that it is suitable for consumption or use, at the discretion of Bamboo Brands B.V..
2. On delivery of the goods Bamboo Brands B.V. must receive a specified specification of the type of goods and the associated dimensions and weights.
3. Bamboo Brands B.V. accepts no liability for differences between items declared, used and returned.
4. Goods ordered by the Client shall be delivered by Bamboo Brands B.V. in the manner agreed in consultation. The Client bears the risk of transport unless the parties have explicitly agreed otherwise.
5. Stores that have been recruited for the Client shall be the exclusive property of Bamboo Brands for at least one year after assignment.
6. The agreed delivery dates for ordered items will be observed as far as possible by Bamboo Brands B.V. but are never to be regarded as strict deadlines unless expressly agreed otherwise in writing. If there is a risk of a deadline being exceeded, Bamboo Brands B.V. and the Client will consult with each other as soon as possible. If the Client or a third party engaged by the Client delays the delivery of required data and/or items then Bamboo Brands B.V. is entitled to postpone the agreed delivery date. Bamboo Brands B.V. undertakes to inform the Client of this immediately after the delay has been established.

#### **Article 18: Claims**

1. Complaints relating to the execution of the Engagement must be made in writing to Bamboo Brands B.V. within 14 days of the termination of the Engagement under penalty of forfeiture of the right of complaint.

#### **Article 19: Applicable law and disputes**

1. All agreements between the Client and Bamboo Brands B.V. are subject to Dutch law. The applicability of foreign legislation and treaties such as the UN Convention on International Sales (the Vienna Sales Convention) is expressly excluded.
2. All disputes that arise as a result of an agreement concluded with Bamboo Brands B.V. to which these terms and conditions apply in full or in part, or further agreements that are the result thereof, shall be adjudicated exclusively by the competent court of the District Court in Amsterdam.

**Den Bosch, January 2021**