

GENERAL TERMS & CONDITIONS FIRA SUSTAINABILITY B.V.

1. GENERAL

1.1. Applicability

- 1.1.1. These conditions are applicable to all proposals and/or deliveries made by FIRA and agreements and/or other legal relationships between FIRA and Customer, regardless of whether or not such is based on a verbal, written, and/or electronic agreement, unless otherwise agreed upon in writing.
- 1.1.2. The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is expressly rejected by FIRA, unless explicitly accepted in writing by FIRA.
- 1.1.3. The Appendices to the agreement are an integral part of the agreement. If there is a discrepancy between the agreement and the Appendices, the agreement will prevail.
- 1.1.4. The General Terms and Conditions FIRA are filed with the Chamber of Commerce under number 50.37.80.23.
- 1.1.5. FIRA reserves the right to make alterations and/or additions to the General Terms and Conditions FIRA. The modified General Terms and Conditions FIRA shall be applicable to all subsequent assignments carried out by FIRA.
- 1.1.6. Changes in and additions to the General Terms and Conditions FIRA and/or agreements made between FIRA and Customer are only valid when agreed to by parties in writing.
- 1.1.7. If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with FIRA.

1.2. Definitions

- 1.2.1. In the General Terms and Conditions FIRA the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.
- 1.2.2. Business Days: Normal Dutch working hours (8.30-17.30 CET) and days (Monday through Friday) with the exception of public holidays.
- 1.2.3. FIRA: FIRA Sustainability B.V. and its rightful successors or affiliated organizations and partners that will enter into an agreement with Customer and has declared the General Terms and Conditions FIRA applicable.
- 1.2.4. Customer: Anyone who requests and orders the delivery of services from FIRA.
- 1.2.5. Fixed Price: Activities will be performed on the basis of a prior agreed upon price. Unless FIRA can appeal to clause 1.5.4 extra hours will not be charged.
- 1.2.6. Confidential Information: Documents specifically marked 'confidential' by the Customer.
- 1.2.7. The headings above the clauses of the Agreement are only intended to increase the legibility of the Agreement. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.3. Confirmation/Offers

- 1.3.1. Verbal agreements, assignments or other expressions of whatever nature by employees of a party are only valid and binding when they have been confirmed in writing by authorized representatives of that party.
- 1.3.2. All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.
- 1.3.3. Offers are based on the data, information or requirements made known by Customer as set out in clause 1.5.

1.4. Agreements

- 1.4.1. If a proposal, contract or other similar legally binding document is sent by FIRA to Customer and Customer fails to return the signed document to FIRA, Customer accepts by payment of compensation to FIRA the contents of that document and these General Terms and Conditions FIRA.
- 1.4.2. FIRA shall commence execution of the agreement between FIRA and Customer only after a signed copy of the agreement drawn up by FIRA has been received by FIRA and/or having received timely payment of all amounts due in full. Should FIRA commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received timely payment of all amounts due in full, FIRA reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or full payment of all amounts due.
- 1.4.3. An agreement between FIRA and Customer, for which no further contract and/or term has been agreed, shall have a term equal to the duration of the assignment.
- 1.4.4. Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done only if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 1.4.5. Each party also has the right to immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if the other party submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for the other party, if the other party is in a state of bankruptcy or suspension of payment has been granted or if the other party's company is liquidated or ended for any reason other than reconstruction or company merger.
- 1.4.6. FIRA also has the right to terminate the agreement and/or assignment if there is a threat to FIRA's independence and integrity. FIRA shall inform Customer of the problem before terminating the agreement and/or assignment.
- 1.4.7. After the agreement has been ended, for any reason, parties can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.

1.5. Customer Information Requirements

- 1.5.1. All assignments are carried out by FIRA on the basis of data, information, requests and/or requirements made known to FIRA by Customer.
- 1.5.2. Customer shall provide all necessary cooperation to FIRA and shall make all useful and necessary data and/or other information required for an adequate execution of the agreement known in a timely manner. Customer shall ensure the accuracy of this data and/or other information.
- 1.5.3. If data, information and/or requirements necessary for execution of the agreement are not provided, not timely provided and/or not provided in accordance with the agreement; then FIRA has the right to suspend execution of the agreement.
- 1.5.4. If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided by Customer to FIRA, FIRA will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances.
- 1.5.5. In the event FIRA performs activities at Customer's location or another location upon request of Customer, Customer will be responsible for providing reasonably requested facilities, such as office space and telecommunication facilities free of charge.

1.6. Confidentiality

- 1.6.1. Parties contemplate that they will disclose ("Disclosing Party") Confidential Information to the other party ("Recipient").
- 1.6.2. FIRA and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files, know-how (methods of approach, procedures, models, etc.) and products, of which they become aware while working for each other. Data and information may only be used in order to carry out the agreement between parties.

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- 1.6.3. Recipient shall not disclose Confidential Information to anyone other than its employees and/or third parties who legitimately need access to it. Recipient shall notify each of its employees and/or third parties who are given access to Confidential Information that they have an obligation not to disclose Confidential Information and shall take such steps as are reasonably necessary to ensure compliance with this obligation.
- 1.6.4. Recipient shall safeguard Confidential Information with reasonable security means at least equivalent to measures that it uses to safeguard its own proprietary information.
- 1.6.5. FIRA is authorized to place Customer's name and logo on the FIRA website and/or reference list and to make such available to third parties for information, unless Customer protests in writing to such use.

1.7. Liability

- 1.7.1. FIRA's total liability shall be limited, in accordance with this clause, to compensation for direct damages and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) and as invoiced by FIRA to Customer to a maximum of € 25,000 (twenty-five thousand Euros), whereby a sequence of events is regarded as one event, except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid).
- 1.7.2. FIRA's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million Euros), whereby a sequence of events is regarded as one event.
- 1.7.3. Direct damage is exclusively understood as:
 - a) The reasonable expenses which Customer would have to incur to make FIRA's performance conform to the agreement;
 - b) The reasonable costs made in determining the cause and extent of the damage; The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- 1.7.4. FIRA's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.
- 1.7.5. FIRA's liability exists solely when Customer immediately and appropriately notifies FIRA of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and FIRA then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that FIRA is able to react adequately.
- 1.7.6. The condition for the existence of any right to compensation is always that Customer notifies FIRA in writing by registered letter or confirmed e-mail (within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.
- 1.7.7. Customer is responsible for all actions undertaken by Customer as a result of information obtained from FIRA. In no event will FIRA be responsible and/or liable for any activities flowing forth from information obtained from FIRA.
- 1.7.8. FIRA is not liable for any damage regardless of its nature, which is the result of a failure to provide services on time.

1.8. Transfer

- 1.8.1. The agreement between FIRA and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by a party without the prior written consent from the other party.
- 1.8.2. Customer gives FIRA in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:
 - a) holding, affiliated, and/or subsidiary companies;
 - b) a third party in the case of merger or acquisition of FIRA.In the event this happens, FIRA will inform Customer.

1.9. Force Majeure

- 1.9.1. Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Customer's or FIRA's power, these include but are not limited to bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, accidents, the late or non-availability of required information and/or changes in such information, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.9.2. When force majeure is of a temporary nature, Customer and FIRA have the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.
- 1.9.3. FIRA reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.9.4. In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

1.10. Nullity

- 1.10.1. If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.
- 1.10.2. In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

1.11. COMPLAINT PROCEDURE

- 1.11.1. If Customer has a complaint regarding FIRA services, the following escalation procedure should be followed.
- 1.11.2. A complaint shall initially be lodged with FIRA's account manager. If the account manager does not respond to the complaint or does not respond to the complaint in a satisfactory manner within 10 Business Days, then Customer may proceed to the next escalation level.
- 1.11.3. In the second escalation level, Customer may lodge a complaint with FIRA's managing director. If the managing director does not respond to the complaint or does not respond to the complaint in a satisfactory manner within 10 Business Days, then Customer may proceed to the next escalation level.
- 1.11.4. At any time during the above escalation procedure, parties may jointly decide to suspend the escalation procedure in order to research the complaint more thoroughly and/or hold a meeting to discuss the complaint in person.

1.12. Applicable Law and Dispute Mechanism

- 1.12.1. All agreements made between FIRA and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.12.2. Any dispute between parties arising under any agreement will be placed before a qualified court in Arnhem, The Netherlands.

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1.13. Prices and Payments

- 1.13.1. All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.
- 1.13.2. FIRA will invoice the amount, appropriately itemized, and owed by Customer on a monthly basis to Customer and/or other term indicated in the proposal. Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation, set-off, or deduction other than when permitted by law.
- 1.13.3. Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay. Also FIRA reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer.
- 1.13.4. Until full payment has been made, FIRA has the right to suspend all services to Customer. Customer's obligation to meet Customer's commitments remains unchanged.
- 1.13.5. The indebted amount in clause 1.13.1 is inclusive of all costs such as travel costs, postage costs and costs of third parties, unless otherwise indicated in the proposal.
- 1.13.6. Above mentioned paragraphs leave all the legal rights of FIRA unhindered, when Customer fails to meet Customer's commitments.

1.14. Price Changes

- 1.14.1. FIRA is entitled to increase the fees on an annual basis. Increase of fees shall not exceed the annual inflation rate of the current year as published by the CBS (Dutch Bureau for Statistics) plus 5%. All price increases shall come into effect on January 1st. FIRA shall provide 90 days notification of the price increase. If Customer does not agree with a price change, Customer may terminate the agreement by means of a signed registered letter.

1.15. INTELLECTUAL PROPERTY RIGHTS

- 1.15.1. All intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by FIRA reside with FIRA.
- 1.15.2. Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to FIRA.

2. ASSURANCE SERVICES

This section is applicable to all assignments including assurance, verification, assessment and expert review services.

2.1. Assignments

- 2.1.1. All assignments will be carried out to the best of FIRA's knowledge and capability. Assignments are only carried out if the expectations of parties are clear.
- 2.1.2. The outcome from using studies conducted by FIRA or from following FIRA's advice and/or recommendations depend on a variety of factors, some or all of which are not in FIRA's control. Even though the assignment is carried out to the best of FIRA's understanding and capability, consistent with the requirements of professional workmanship, FIRA cannot give any guarantees regarding the results achieved on the basis of FIRA studies, advice, and/or recommendations.
- 2.1.3. FIRA is not responsible and/or liable if the activities that follow forth from advice result in Customer's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.
- 2.1.4. FIRA will provide advice on the basis of the conditions required by FIRA and information received from Customer as mentioned in clause 1.5. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, the given advice may be adjusted to the new circumstances.
- 2.1.5. All advice and recommendations made by FIRA are consistent with the questions put forward by Customer for as far as possible.
- 2.1.6. Assignments will only be carried out on the basis of a Fixed Price if such is agreed upon in writing before commencement of the assignment.

2.2. Warranty

- 2.2.1. FIRA warrants that all assignments shall be performed in a professional manner and consistent with generally accepted industry standards and expectations for work of a similar nature.
- 2.2.2. Customer shall provide all necessary cooperation to FIRA and shall make all data and/or information required for an adequate execution of the verification available in a timely manner to FIRA. Customer shall ensure the accuracy of this data and/or other information.
- 2.2.3. FIRA does not independently check or review all information and/or data provided by Customer. FIRA is therefore dependent upon the information provided by customer and cannot independently guarantee the correctness of the report issued by Customer. Customer remains responsible for report content at all times. FIRA provides feedback based on the substantiation provided by Customer. FIRA's findings are therefore not intended to be used as the basis for any comprehensive financial or investment decisions.
- 2.2.4. If data and/or information necessary for execution of the verification and review is not provided, not timely provided and/or not provided in accordance with the Agreement, then FIRA has the right to suspend execution of the Agreement.
- 2.2.5. Customer is responsible for all actions undertaken by Customer as a result of information obtained from the Platform. In no event will FIRA be responsible and/or liable for any activities flowing forth from information obtained from the Platform.
- 2.2.6. All assignments shall be carried out in accordance with the joint code of conduct of the Ooa and ROAD drawn up in December 2007.

2.3. Additional Work

- 2.3.1. If, in the opinion of FIRA, a request for a change in an assignment by Customer is in fact a request for additional work, FIRA will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.

2.4. Activities

- 2.4.1. All activities will take place without interruption on Business Days and under normal working conditions.
- 2.4.2. FIRA will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. FIRA is not obligated to follow instructions that will alter the content or scope of the assignment. In the event such instructions are followed, the activities performed will be charged.
- 2.4.3. FIRA is entitled, without the explicit consent of Customer, to make use of third parties when performing assignments.

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2.4.4. If the agreement is concluded with the objective of having the assignment carried out by a particular individual, FIRA will make every effort to ensure that such person carries out the assignment. FIRA is, however, entitled to replace this person with another person with the same qualifications. FIRA will notify Customer of any such replacement.

2.5. Delivery Dates

2.5.1. All delivery dates which may be named by and may be applicable to FIRA are determined to the best of FIRA's knowledge on the basis of information made known to FIRA and will be taken into consideration as much as possible. Delivery dates shall therefore not be considered to be absolute delivery dates within which must be delivered, but a time period within which FIRA shall strive with best efforts to deliver the agreed upon items. Exceeding a given delivery date does not constitute an attributable shortcoming by FIRA unless FIRA fails to use best efforts to deliver in a timely manner.

2.5.2. If it is not possible to keep to the delivery date, then FIRA and Customer will consult with each other to agree on a substitute delivery date.

3. TERMS OF USE FIRA PLATFORM

This section is applicable to all Customers using FIRA hosted software services – the 'FIRA Platform' – to disclose CSR Reports to clients and stakeholders.

HAVING UNDERSTOOD

That FIRA has developed a Platform to support stakeholders (including purchasers) with CSR assessments of companies (suppliers); Stakeholders wish to make use of the Platform and its database in order to assess CSR performance of companies

that FIRA has developed a Platform for companies (suppliers) to disclose their CSR Report to stakeholders (including purchasers) using the Platform in order to increase its visibility to Stakeholders (including Purchasers);

that FIRA is a source of information and does not mediate in the choosing of Suppliers and/or completion of agreements between Suppliers and Purchasers.

that Regarding Use of the Platform Customer may be acting as Supplier, Purchaser or both.

3.1. PLATFORM SPECIFIC DEFINITIONS

3.1.1. Platform: The FIRA Platform and its associated database developed and maintained by FIRA and the online provision thereof.

3.1.2. Customer: Contracting organization for this agreement. Customer may be acting as Supplier, Purchaser or both, i.e. clauses referencing to Supplier or Purchaser may be directly applicable.

3.1.3. Supplier: Organizations using the Platform to disclose their CSR Report, possibly including performance, practices, materiality decisions, management approach, etc.

3.1.4. Purchaser: Organizations making use of CSR Reports and subsequent information in the Platform.

3.1.5. CSR: Corporate Social Responsibility.

3.1.6. Fair Use: Customer's reasonable use of the Platform, its database and data traffic.

3.1.7. Customer Data: The information entered within the Platform by a Customer and/or persons acting on behalf of a Customer and/or any other proprietary information of Customer provided by Customer to FIRA under this Agreement. This includes but is not limited to Supplier CSR Reports and Purchaser's category and supplier data.

3.1.8. Identification Codes: Usernames, passwords, address codes and/or other codes.

3.1.9. Maintenance: The correction of malfunctions in the Platform, which arise during normal use of the Platform only, and the provision of updates of the Platform.

3.1.10. User: A Customer representatives or group of representatives entering data into the platform or making use of the data within the platform.

3.1.11. Support: The provision of verbal (telephonic) and written (e-mail) advice concerning the use and operation of the Platform.

3.1.12. Any of the above words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

3.2. PLATFORM CAPABILITIES

3.2.1. The Platform allows Purchasers to seek dialogue with potential Suppliers and vice versa based on reliable CSR Reports.

3.2.2. The Platform displays the Supplier's CSR achievements and how the Supplier has embedded CSR into their organizations.

3.2.3. The Platform supports Purchasers by executing CSR reviews of Suppliers.

3.2.4. The Platform contains an overview of all available Purchasing organizations. The Supplier and not FIRA determines if its details are available to Purchasing organizations.

3.2.5. Purchaser can request CSR Reports of Suppliers that have not been made available by the Suppliers in the Platform.

3.2.6. Purchaser is responsible for selecting Suppliers for tenders taking rating and information regarding sustainability into account.

3.2.7. Purchaser may make a benchmark report of Suppliers comparing several attributes. This benchmark report shall only be available to the Purchaser.

3.2.8. The use of the Platform in any other manner than the purposes indicated in this clause is forbidden.

3.3. LICENSE

3.3.1. Customer is granted the non-exclusive right to use purchased modules of the Platform and corresponding database. The Platform and the database are made exclusively available via a web-based application. The right to use the Platform includes Maintenance and Support on the Platform. The Platform has the capabilities as indicated in clause 3.2.

3.3.2. It is prohibited for Customer to directly or indirectly (through a third party) copy, duplicate or alter the Platform and/or database in any way.

3.3.3. The license to use the Platform cannot be transferred to any third party (third parties also include holding, affiliated and/or subsidiary companies).

3.3.4. All CSR Reports and information of companies, other than Customer information, contained in the Platform database is Confidential Information and may only be used in the manner as described in this Agreement and its appendices. Any other use of the Platform database is not authorized.

3.3.5. If Customer is in breach of the agreement FIRA reserves the right to disable the Identification Codes to access and/or use the Platform until the matter is solved. This includes failure to fulfil payment obligation. To re-enable access FIRA shall charge € 35,- in addition to stipulation in clause 1.13.3.

3.4. SUPPLIER REPORTING PROCESS

3.4.1. FIRA shall verify Supplier's sustainability information in accordance with accepted industry standards. FIRA shall provide Supplier with a CSR Report. The content of the CSR Report depends on the modules chosen by the client.

3.4.2. After submittal of a draft Supplier's CSR Report to FIRA, FIRA will verify the content. If the dataset is accepted the CSR Report will be published. If the dataset is rejected, Supplier is expected to adjust the data based on the feedback provided by FIRA and resubmit the dataset. FIRA will add an CSR expert review to the draft CSR Report.

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- 3.4.3. FIRA does not execute in depth metrics verification as part of this agreement unless otherwise indicated in the proposal. Presented claims on metrics are reviewed based on corporate documents only.
- 3.4.4. A CSR Report is valid for one year. Upon expiration of the CSR Report, Supplier's information will be available to Purchasers or other parties in the Platform for three more months. If Supplier does not succeed to renew a CSR Report worthy to be published, Supplier shall receive status 'not verified' in the database, after which Supplier information is no longer visible.
- 3.4.5. If changes and/or new facts arise in regard to data and/or information previously provided, FIRA will always be fully justified, in consultation with Supplier, to adjust the Agreement and/or CSR Report to these new circumstances.
- 3.4.6. Customer's name and other information shall be accessible by other parties making use of the Platform. Customer hereby provides FIRA with the right to disclose this information to other organization. Customer indemnifies FIRA from all liability, costs or damage as a result of claims from a third party in the event privacy information and/or other information/data are transferred by Supplier in violation of the relevant (privacy) laws and/or guidelines
- 3.4.7. Customer will appoint a contact person that will act as the main contact point with FIRA with regard to Customer's CSR Report and the provision and/or verification of Customer information.
- 3.5. DISCLOSURE SYSTEM**
- 3.5.1. Customer's contact information, and/or content of the CSR Report shall not be made available to third parties that are not licensed users of the Platform.
- 3.5.2. Upon completion of the verification, a report of Supplier's assessment is available for downloading via the Platform. Supplier is free to choose to which Purchasers their sustainability information is made available. Supplier data will remain the (intellectual) property of Supplier.
- 3.5.3. Suppliers may download its own CSR Report and make such information available to third parties provided that Supplier does not give any third party access to their supplier account within the Platform.
- 3.5.4. Customer does not have the right to make the Platform and/or the information contained in its database available, under any title or in any way whatsoever, to any third party (third parties also include holding, affiliated and/or subsidiary companies).
- 3.6. PLATFORM ACCESS**
- 3.6.1. With regard to the access and use of the Platform, Customer has equipment and software directly or indirectly available which allow use of generally accepted browsers. Customer is required to maintain compliance with the conditions set out in this clause. If equipment and/or software do not comply with this clause, the obligations of FIRA to provide access to the Platform and the use of such may be postponed by FIRA.
- 3.6.2. Customer will enable FIRA to verify if the standards and/or requirements as set out in clause 3.6.1 are met. If Customer, after such verification, still fails to meet the standards and/or requirements as set out in clause 3.6.1, Customer will be in default.
- 3.7. BROWSER**
- 3.7.1. Customer can access the Platform through a browser. The browsers for which the Platform has been optimized at the moment of entering into the Agreement is Internet Explorer, Fire Fox and Chrome. FIRA will test the Platform based on the browser versions generally accepted in the market for the past 2 years.
- 3.7.2. As FIRA does not control the development of Browsers FIRA cannot guarantee that optimal access to the Platform will be maintained through the browsers as mentioned in clause 3.7.1. FIRA will follow development of market standard browsers and anticipate on changes implemented and is therefore entitled to make changes in the Platform which may influence the browser used by Customer and/or advised by FIRA. FIRA will use all reasonable endeavors to enable Customer to transition to a different browser. The costs incurred by Customer in doing so are for the account of Customer.
- 3.8. USE OF IDENTIFICATION CODES**
- 3.8.1. Identification codes are provided in order to protect Supplier CSR Reports from unauthorized access in relation to the disclosure system.
- 3.8.2. FIRA will make Identification Codes solely available to Customer for the use of the Platform. Customer will use these Identification Codes with care. Customer will notify FIRA in the event of loss, theft and/or other forms of unauthorized use in order to enable parties to take the proper actions.
- 3.8.3. Customer carries all responsibility, liability and costs related to the Identification Codes provided by FIRA to Customer. In no event will FIRA be liable for the misuse and/or unauthorized use of Identification Codes.
- 3.8.4. If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, FIRA can provide Customer with instructions, which must be carried out.
- 3.8.5. If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 3.8.4, Customer will be immediately in default.
- 3.8.6. Customer explicitly agrees with the registration of privacy information of users in the registration of FIRA for administrative and management purposes. The registration will contain Identification Codes and other similar information and will only be accessible for FIRA. This information will not be provided to third parties unless FIRA is obligated to do so on the basis of a court order.
- 3.8.7. FIRA will be responsible for the protection of privacy related information of which its use is necessary by FIRA for the proper performance of its obligations under the Agreement and will indemnify Customer against allegations of private individuals for violation of their privacy as a result of an act or failure to act of FIRA.
- 3.9. CODE OF CONDUCT**
- 3.9.1. Customer will make use of the Platform in a responsible manner. It is prohibited to use the Platform in a manner that will result in damage in the Platform of FIRA and/or third parties or interference with its use.
- 3.9.2. Customer will follow the instructions given by FIRA regarding Fair Use. If Customer fails to follow the instructions given by FIRA, FIRA will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of the Platform to Customer. FIRA shall not be liable for damages of whatever nature that are incurred by Customer and/or third parties as a result of the measures undertaken by FIRA.
- 3.9.3. It is not permitted to use the Platform for activities that are illegal and/or in violation of the Agreement. The foregoing includes amongst others the violation of a third party's rights or facilitating the violation of a third party rights, such as but not limited to intellectual property rights and privacy rights.
- 3.9.4. FIRA reserves the right, in its sole discretion, if forced by law or a court order; and/or a third party informs FIRA and/or a suspicion exists that through the Platform a violation is made of the rights of a third party; and/or there is a breach of the Agreement to bar access to the Platform, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.
- 3.9.5. FIRA and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of FIRA on the basis of clause 15.4. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of FIRA on the basis of clause 15.4.
- 3.9.6. If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by FIRA, as set out in clause 15.4, FIRA will be entitled to terminate the Agreement. In this event FIRA shall not be liable for damages and there shall be no restitution of monies paid.

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3.10. SCHEDULED MAINTENANCE, UPDATES & SUPPORT ON THE PLATFORM

- 3.10.1. The license to use the Platform includes the provision of Maintenance and Support. FIRA will inform Customer prior to the commencement of intended Maintenance with regard to the Platform, if Maintenance will lead to problems with regard to gaining access to the Platform or the non-availability of the Platform. In this case Maintenance will take place from 00.00 until 08.00 hours (CET). Other Maintenance will take place during Business Days.
- 3.10.2. FIRA shall periodically update the Platform. FIRA shall test all substantive changes in the Platform before updating the Platform. Updates will be released from 00.00 until 08.00 hours (CET). In case of major overhaul the Platform may be unavailable for 2 to 3 Business Days. A major overhaul may be planned once every 3-5 years.
- 3.10.3. Scheduled Maintenance or updates causing down time during business days will be announced by FIRA at least one week in advance. Notification shall include an estimate of the duration of the unavailability of the Platform.

3.11. PLATFORM AVAILABILITY

- 3.11.1. FIRA will strive to provide all useful and necessary measures to ensure adequate operability and continuity of the Platform. FIRA does not warrant that the Platform shall function without interruption or without errors, is suitable for every intended use of Customer and/or will lead to results desired by Customer.
- 3.11.2. FIRA will strive, in accordance with the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to Customer Data and/or computer Platforms or computer programs used by FIRA. FIRA makes use of the most recent and used virus protection programs in the market.
- 3.11.3. FIRA shall not plan major maintenance which causes downtime longer than two days more often than once every three years.
- 3.11.4. FIRA shall ensure the provision of the Platform. FIRA will on a best effort basis and where influential by FIRA strive for an availability of the Platform of:
 - a) 98% Monday through Friday between 08.00 and 18.00 hours (CET);
 - b) 70% Monday through Friday between 18.00 and 08.00 hours (CET);
 - c) 70% Saturday through Sunday between 00.00 and 24.00 hours (CET).
- 3.11.5. The percentages mentioned in clause 3.10.3 are measured over a calendar year. The time for scheduled Maintenance is not included.
- 3.11.6. FIRA does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access. FIRA does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks.

3.12. CHANGES IN THE PLATFORM

- 3.12.1. FIRA is entitled after notification to make adjustments to and/or changes in the Platform such as but not limited to entrance procedures (procedures regarding operational rules and security procedures) and/or changes in a third party provider/supplier, location, hardware, software and other facilities necessary for the provision of the Platform.
- 3.12.2. If any changes made have a significant negative impact on the functionality of the Platform, Customer may, after providing relevant proof of the deterioration in writing, request in writing that FIRA provide an alternative. If FIRA then fails to provide an alternative, Customer will have the right to terminate the use of the Platform. There shall be no restitution of monies paid and/or damage compensation upon termination.

3.13. RESPONDING TO INCIDENTS

- 3.13.1. In the event Customer signals a malfunction in the Platform, Customer must immediately report such to FIRA. After Customer has notified FIRA of the malfunction, During business days FIRA shall confirm receipt of the Customer report within 2 hours. If a report is received outside of business days FIRA shall confirm receipt immediately at the beginning of the following business day.
- 3.13.2. FIRA will take the necessary steps, which will or could lead to a solution and FIRA shall investigate the report to determine if the malfunction is caused by FIRA, by the Customer or by providers of third party software (browser providers). FIRA shall respond to the Customer report with a proposed solution within 8 hours.
- 3.13.3. Customer will appoint a coordinator that will provide verbal and/or written advice to users of the Platform within Customer's Customer and will operate as the main contact person with FIRA for Maintenance and Support.
- 3.13.4. The costs for resolving the malfunction are for the account of Customer if it appears that the malfunction is the result of Customer's act or failure to act in accordance with the Agreement and/or Customer's incorrect use of the Platform.
- 3.13.5. FIRA is not liable for any malfunction caused by updates of third party software (browsers). However, FIRA will strive to provide a useful solution for one of the following releases.

3.14. INTELLECTUAL PROPERTY RELATED TO THE PLATFORM

- 3.14.1. FIRA has the exclusive right to further develop the Platform and license the right to use the Platform to third parties.
- 3.14.2. All intellectual property rights, industrial property rights, database rights, and other rights resulting from all activities carried out by FIRA, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing product or future product, reside with FIRA and/or its third party supplier.
- 3.14.3. Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future, worldwide at all times shall be and are hereby assigned or will be transferred to FIRA.
- 3.14.4. FIRA may make sector public benchmark reports in which scores and content are analyzed and compared for that sector, however without divulging the identity of companies.
- 3.14.5. FIRA acknowledges that all present and future intellectual property rights, industrial property rights, other rights on the content of Customer CSR Reports within the Platform reside with the Customer.

3.15. Termination of the subscription

- 3.15.1. The subscription is effective as of the date the client receives login credentials and is valid for that year. If the subscription is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year. There shall be no restitution of monies paid upon termination.
- 3.15.2. Termination of the subscription shall be made by means of a signed registered letter, which must be received by FIRA no later than 2 (two) months before end of the subscription.
- 3.15.3. Upon termination of the Agreement, Customer will no longer have the right to access and/or use the Platform. FIRA will disable the Identification Codes immediately upon termination.
- 3.15.4. Customer data will be preserved for the duration of the Agreement. After termination of the Agreement FIRA will no longer be required to preserve Customer data and such shall be removed from the Platform.